



REGULAR BUSINESS MEETING

TUESDAY, APRIL 25, 2017

**LOCATION: BAINBRIDGE ISLAND CITY HALL
280 MADISON AVENUE N., BAINBRIDGE ISLAND, WASHINGTON**

AGENDA (TIMES LISTED ON THE AGENDA ARE APPROXIMATE)

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE- 7:00 PM

Mayor: Val Tollefson

Deputy Mayor: Ron Peltier

Councilmembers: Sarah Blossom Michael Scott
 Kol Medina Roger Townsend
 Wayne Roth

**2. ACCEPTANCE OR MODIFICATION OF AGENDA /
CONFLICT OF INTEREST DISCLOSURE**

3. PUBLIC COMMENT

4. CITY MANAGER'S REPORT

5. PRESENTATION(S)

- A.** 7:05 PM Poetry Reading for National Poetry Month
- B.** 7:10 PM Friends of the Farms 2016 Annual Report on City Farmland, AB 17-069 - Executive (Pg. 3)

6. CLOSED RECORD PROCEEDING

- A.** 7:25 PM Resolution No. 2017-14, Approval for Winslow Grove Final Subdivision (PLN50381), AB 17-068- Planning (Pg. 22)

7. UNFINISHED BUSINESS

- A.** 7:35 PM Ordinance No. 2017-03 (formerly Ordinance No. 2016-34), Creating a New Bainbridge Island Municipal Code Chapter 15.19, Site Assessment Review, AB 16-157 - Public Works (Pg. 54)
- B.** 7:50 PM 2017 Aquatic Lands Lease and 2011 Aquatic Lands Agreement Amendment with Department of Natural Resources for Eagle Harbor, AB 17-065 - Executive (Pg. 65)
- C.** 8:00 PM Memorandum of Agreement with Bainbridge Island

8. NEW BUSINESS

- A. 8:10 PM Consider City Support for Celebrate Bainbridge Events, AB 17-071 - Executive (Pg. 137)
- B. 8:20 PM Discuss Citizen Request for Control of Crowing Roosters, AB 17-082 - Mayor Tollefson (Pg. 139)
- C. 8:30 PM Consider Establishing Combined Infrastructure Task Force, AB 17-083 - Mayor Tollefson (Pg. 140)

9. CONSENT AGENDA 8:40 PM

- A. Agenda Bill for Consent Agenda, AB 17-076 (Pg. 143)
- B. Accounts Payable and Payroll (Pg. 144)
- C. Special City Council Meeting Minutes, April 4, 2017 (Pg. 205)
- D. City Council Study Session Minutes, April 4, 2017 (Pg. 207)
- E. Special City Council Meeting Minutes, April 11, 2017 (Pg. 211)
- F. Regular City Council Business Meeting Minutes, April 11, 2017 (Pg. 213)
- G. Special City Council Meeting Minutes, April 12, 2017 (Pg. 220)
- H. Ordinance No. 2017-08, Amending BIMC 16.04.160 Regarding State Environmental Policy Act (SEPA) Substantive Authority, AB 17-054 - Planning (Pg. 221)
- I. Washington State Patrol Live-Scan to Western Identification Network Automated Biometric Identification System Connection User's Agreement, AB 17-055 - Police (Pg. 227)
- J. Extra Duty Police Services Agreement with Kitsap Transit, AB 17-056 - Police (Pg. 231)

10. COMMITTEE REPORTS - 8:45 PM

- A. Utility Advisory Committee Meeting Notes, April 12, 2017 - Councilmember Townsend (Pg. 238)
- B. Ethics Board Meeting Minutes, February 27, 2017 - Councilmember Scott (Pg. 240)

11. REVIEW UPCOMING COUNCIL MEETING AGENDAS - 8:50 PM

- A. Council Calendar (Pg. 243)

12. FOR THE GOOD OF THE ORDER - 8:55 PM

13. ADJOURNMENT - 9:00PM



Americans with Disabilities Act (ADA) accommodations provided upon request. Those requiring special accommodations, please contact the City Clerk at 206-842-2545 (cityclerk@bainbridgewa.gov) by noon on the day preceding the Meeting.

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: 7:10 PM Friends of the Farms 2016 Annual Report on City Farmland, AB 17-069 - Executive (Pg. 3)	Date: 4/25/2017
Agenda Item: PRESENTATIONS	Bill No.: 17-069
Proposed By: Executive	Referrals(s):

BUDGET INFORMATION

Department: Executive	Fund:	
Expenditure Req:	Budgeted?	Budget Amend. Req?

REFERRALS/REVIEW

:	Recommendation:	
City Manager:	Legal: Yes	Finance:

DESCRIPTION/BACKGROUND

To receive a briefing from Friend of the Farms (FOF) on their activities related to the City-owned farmland.

In 2011, the City entered into master lease with FOF for management of roughly 60 acres of public farmland at five sites. A main task under the lease is FOF management of subleases to individual farmers for use of the public farmland. FOF also manages other collateral activity on these properties.

The master lease stipulates that FOF will provide the City with an annual report on:

- Quantification of produce and products from designated leased properties.
- Identification of farmer sublessees by parcel, acreage utilized, and lease rates.
- Summary of financial management (calendar year basis) including but not limited to: expense by parcel and payee; income by parcel; operating revenues and expenses of the management organization; grants sought/awarded, etc.
- Schedule and status for farm related capital improvements, if any.
- Description of farm-related activities, including but not limited to: educational programs, community outreach, work-parties, and public events.
- Description of farm and farm-related activities demonstrating compliance with the Goals, Policies, and Practices and other requirements of this Lease, and where appropriate, reporting and an explanation of instances where the Goals, Policies, and Practices and other requirements of this Lease may not have been met.

The 2016 Annual Report provided by Friends of the Farm is attached.

RECOMMENDED ACTION/MOTION
Information.

ATTACHMENTS:

Description	Type
☐ FOF 2016 Annual Report to City	Backup Material



**FRIENDS OF THE FARMS
2016 Annual Report**

**City of Bainbridge Island and Friends of the Farms Master Lease and Management Agreement
Lease Duration 2012-2042**

Friends of the Farms
221 Winslow Way West Suite 103
Bainbridge Island, WA 98110
206.842.5537

info@friendsofthefarms.org
www.friendsofthefarms.org

Board of Directors

Ginny Brewer, President
Rik Langendoen, Vice President
Omie Kerr, Secretary
John Milberg, Treasurer
Becca Hansen
Bobbie Morgan
Karen Selvar
Brian MacWhorter

Staff

Heather Burger, Executive Director
Elizabeth Berg, Program Manager



1. Friends of the Farms

Friends of the Farms is a 501 (c) 3 non-profit corporation in Bainbridge Island, Washington founded in 2001 with the mission to preserve and enhance local agriculture, increase farmland, and support the farming community.

We create an environment on Bainbridge Island where local agriculture can flourish by managing approximately 60 acres of publicly owned farmland, providing affordable housing for farm interns, connecting farmers with landowners for affordable farmland, and advocating the communitywide social and economic value of local farms and food.

Friends of the Farms envisions a robust agricultural scene, with a minimum of 180 acres on Bainbridge Island permanently protected for agriculture, an ever-increasing customer base for locally grown food, and opportunities that attract and retain future generations of farmers.

Friends of the Farms is committed to improving the overall environmental, social, and economic health of Bainbridge Island by:



- Creating the desirable visual presence of a rural community
- Providing cultural and economic diversity
- Preserving our island's agricultural and ethnic heritage
- Ensuring food security
- Protecting our environment

2. Background and History

On December 9, 2011, Friends of the Farms (FotF) and the City of Bainbridge Island (City) signed the "City of Bainbridge Island and Friends of the Farms Master Lease and Management Agreement" (Master Lease). The duration of the Master Lease is 30 years, commencing on the first day of January 2012, and terminating on the first day of January 2042. The properties described in the Master Lease include 60.83 acres of City-owned agricultural land.

Summary of City-owned Agricultural Land Leased by Friends of the Farms

Agricultural Property Name	Location	Size (acres)
Suyematsu and Bentryn Family Farms	9229 NE Day Road- Northeast Section	14.76
Suyematsu and Bentryn Family Farms	9229 NE Day Road- Northwest Section	11.21
Morales Farm	8862 NE Lovgreen Road- Northeast corner of Highway 305 and Lovgreen	4.74
Crawford Property	Accessed either from Suyematsu and Bentryn Family Farms or Lovgreen Road, between Bentryn property (private) to the north and Lempriere property (private) to the south	2.3
M&E Farm	Accessed from Charles Road; between Crawford to the west and Bentryn property (private) to the north	13.34
Johnson Farm	Johnsonville Lane off of Fletcher Bay Road, approximately ½ mile south of High School Road	14.51
TOTAL ACREAGE		60.83

3. Required Annual Reporting

Pursuant to Section 3.11 of the Master Lease, Friends of the Farms is required to provide the City with an annual written report. The report is to include at least the following information:

A. Quantification of produce and products from designated leased properties

We believe that local agriculture contributes to the overall health of our island by addressing challenges faced by many small communities: commercial sprawl, a lack of locally produced food, and an erosion of shared history.

Additionally, there is economic benefit to local agriculture. Butler Green, Hey Day, Laughing Crow, Bainbridge Vineyards, and Bainbridge Island Farms sell produce grown on public farmland at the Bainbridge Island Farmer's Market. Revenue from Bainbridge Island Farmers Market was \$541,961 in 2016, up approximately \$30,000 from 2015. The Market averaged 35 vendors per week, up 1-2 vendors per week from 2015. Customers increased approximately 7 percent over 2015.



Local businesses such as Bay Hay & Feed, Heyday Farm Store, Pane D'amore, and Town & Country Market sell products from farmers on public farmland. Restaurants such as Bainbridge Island Museum of Art Café, Bene Pizza, Blackbird Bakery, Bruciato, Café Nola, Fork and Spoon, Harbor Pub, Hitchcock, Jake's Pickup, Pegasus, Marché, Mossback, Psychedelli, and Via Rosa, source ingredients from local farms on public land.

Quantification of Produce and Products- 2016

Name	Location	Produce	Quantity
Laughing Crow Farm Betsey Wittick	Suyematsu– Bentyrn	Kale	400
		Onions	2,200
		Shallots	200
		Sweet Potatoes	700
		Cabbage	600
		Total quantity	4,100 lbs
Bainbridge Island Vineyards Betsey Wittick	Suyematsu– Bentyrn	Grapes	22,400
		Total quantity	22,400 lbs
Bainbridge Island Farms Karen Selvar	Suyematsu– Bentyrn	Sweet Corn	7,150
		Raspberries	4,840
		Pumpkins	55,000
		Winter squash	2,090
		Total quantity	69,080 lbs
Butler Green Farms Brian MacWhorter	Suyematsu– Bentyrn	Sweet Corn	3,960
		Squash	1,430
		Beans	1,000
		Peas	540
		Greens	880
		Broccoli	410
		Beets	715

		Carrots	560
		Garlic	93
		Total quantity	9,588 lbs
Butler Green Farms Brian MacWhorter	Morales Farm	Tomatoes	2,662
		Strawberries	478
		Carrots	275
		Greens	495
		Total quantity	3,163 lbs
Perennial Vintners Mike Lempriere	Morales Farm	Melon de Bourgogne	882
		Total quantity	882 lbs
Perennial Vintners Mike Lempriere	Suyematsu– Bentyrn	Mueller Thurgau	1,439
		Madeleine Angevine	982
		Total quantity	2,421 lbs
John Chang’s Garden John Chang	Morales Farm	Corn	285
		Kale	1,150
		Winter Squash	550
		Brussels Sprouts	30
		Broccoli	100
		Lettuce	38
		Mizuna	65
		Arugula	125
		Endive	10
		Total quantity	2,353 lbs
Heyday Farm	Johnson Farm	Sweet Corn	1,084
		Potatoes	220
		Onions	138
		Squash, Winter	133
		Total quantity	1,575 lbs
Paulson Farm Mike Paulson	Suyematsu– Bentyrn	Nursery Trees	N/A

B. Identification of farmer subleases by parcel, acreage, and lease rates



While public holding of agricultural land is a valuable community asset, it was recognized shortly after its acquisition that farmers cannot invest in their operations without the guarantee of long-term access to the land they are cultivating. To this end, the general Master Lease responsibility of Friends of the Farms is to negotiate and manage sublease agreements with farmers and provide various management services for the leased public farmland and structures.

In 2013, Friends of the Farms executed eight subleases on Suyematsu and Bentryn Family Farms, Johnson Farm, and Morales Farm (Only public farmland that was conducive for farming with minimum enhancements was considered).

Sublease terms range from 5-25 years. Annual sublease rates (based on USDA lease rate formulas) range from \$170 per acre to \$334 per acre, plus utilities.

Summary of Farmer Sub-Leases - 2016

Name	Location Parcel Number	Acreage	Lease Rate (acre/year)	Duration (years)
Laughing Crow Farm Betsey Wittick	Suyematsu– Bentryn 102502-1-063-2005	1.19	\$334	25
Bainbridge Island Vineyard Betsey Wittick	Suyematsu– Bentryn 102502-1-063-2005	3.34	\$334	25
Bainbridge Island Farms Karen Selvar	Suyematsu– Bentryn 102502-1-063-2005	6.82	\$334	25
Butler Green Farms Brian MacWhorter	Suyematsu– Bentryn 102502-1-063-2005	2.54	\$334	25
Butler Green Farms Brian MacWhorter	Morales Farm 102502-1-062-2006	1.7	\$290	25
Perennial Vintners Mike Lempriere	Morales Farm 102502-1-062-2006	.4	\$290	25
Perennial Vintners Mike Lempriere	Suyematsu– Bentryn 102502-1-063-2005	.59	\$290	25
John Chang’s Garden John Chang	Morales Farm 102502-1-062-2006	.67	\$290	12
Heyday Farm	Johnson Farm 282502-2-064-2002	1.6	\$170	12
Paulson Farm Mike Paulson	Suyematsu– Bentryn 102502-1-063-2005	1.44	\$334	24
Total Acreage		20.29		

C. Summary of financial management (calendar year basis) including but not limited to: expense by parcel and payee; income by parcel; operating revenues and expenses of the management organization; grants sought/awarded, etc.

Per the Master Lease agreement, Friends of the Farms acts as the fiscal agent for all earned revenue from public farmland use. In 2016, earned income from farmland leases and farmhouse tenant rent totaled \$14,547.

Additionally, two grants were received from the Kitsap Community Foundation and Bainbridge Island Rotary Club totaling \$8,500, for infrastructure improvements to Johnson Farm in advance of Harvest Fair. A balance of \$278.92 was carried over from a 2015 grant from the Bainbridge Parks Foundation and those funds were spent and as called for on Crawford trail work and the grant closed in 2016.

Expenses totaled \$27,968 and included utilities, equipment rental, supplies, food and beverages for volunteers, maintenance and repairs, and staff salary directly related to public farmland management.

Details of income and expenses are attached at the end of this report.

There were numerous community donations of materials for use on the public farmland, including an oven, washer and dryer, and a bed for intern housing, and a mower and chipper to facilitate landscape maintenance around structures.

Needless to say, a small nonprofit organization such as Friends of the Farms cannot operate without the hard work of dedicated volunteers to reduce expenses. Over two-thousand hours were logged on public farmland at work parties and at events, such as Harvest Fair. To further increase our capacity, Friends of the Farms is in the process of creating a robust volunteer program, spearheaded by Bob Ross, who will assume the role of interim volunteer coordinator.

D. Schedule and status for farm-related capital improvements, if any

Friends of the Farms monitors the farmer subleases and oversees farm-related capital improvements on all five public farmland properties. The Projects committee gathers input from leasehold farmers through the Site Committee Process, Kitsap Conservation District, Friends of the Farms' Board members and staff, and community members. Together, a list of priority capital improvement and maintenance projects is developed. The list is updated annually by the Projects Committee and approved by the Friends of the Farms' Board of Directors.

Maintenance projects are completed by contracted professionals and volunteers at monthly Saturday stewardship events. Participation in work parties ranges from 10 to 20 volunteers per event. In appreciation of our volunteers, Friends of the Farms provides lunch prepared from locally sourced food. Approximately 2,500 person hours were provided by over 200 volunteers on public farmland in 2016. For a second year, Friends of the Farms coordinated with Sustainable Bainbridge's *Let's Pull Together* Initiative to remove invasive plants at M&E Farm.

Details of maintenance projects completed in 2016 are included in Section 4 below for each individual farm property.

Looking forward, FOF worked with the City to organize longer term plans for the City properties in two important ways. First, Friends of the Farms worked with COBI staff to develop criteria to use to identify which potential projects (capital or major maintenance) should be the responsibility of FOF and which should be the responsibility of the City. This resulted in a list of projects that were proposed to the City during the 2017/2018 COBI budget process.

The identified projects for 2017-18 are:

Underground fuel tank removal and soil remediation at Day Road Farmland	\$60,000	2017
Public farmland irrigation systems, legal support, and farmhouse stabilization	\$30,000	2017
Additional repairs to Public farmland infrastructure	\$40,000	2018

In addition, the City Council in 2016 accepted the recommendation from the Historic Preservation Commission to designate the Suyematsu Farmstead at Day Road as a Historic Area. As a result, capital improvements other than those relating to life safety and structural stability have been on hold pending the outcome of the Preservation Study underway at this time. These structures include Suyematsu House, the historic barn, picker cabins, sheds, and storage buildings. In 2017, the City has provided funding for a comprehensive study to continue planning for potential preservation projects at Suyematsu Farmstead. FOF is managing that project, and is coordinating the participation of the Bainbridge Island History Museum and a consulting team with extensive experience in planning and implementing similar projects.

E. Description of use and activities, including but not limited to: farm-related activities, educational programs, community outreach, farm stewardship volunteer work parties, and public events

In addition to agricultural activities by farmers with subleases, public farmland is used extensively throughout the year by the broader community.



Pea Patch Plots. The Friends of the Farms Pea Patch Gardener Program benefits the community by providing 14 plots at Johnson Farm for families to grow their own food. Johnson Farm gardener Cynthia Shick loves working in her pea patch because it brings balance to life and helps her thrive. Cynthia shared that “Being near the earth reminds me to slow down. When you grow your food, life has the right pace.” Cynthia and her husband grow a lot of produce on the plot, including raspberries, rhubarb, tomatoes, carrots, tomatillos, beans, peas, garlic, kale, and beets. The couple likes the communal aspect of the pea patch and are always willing to help others learn how to be better gardeners. Cynthia admits “Growing food takes some work, but the reward is great: food that has traveled from the ground to your table.” Friends of the Farms plans to expand our pea patch program for more families in 2018, as there is a waiting list for plots.

Bainbridge Island Fruit Club Orchard Maintenance. Through a Memorandum of Understanding signed in 2016, Friends of the Farms has created a multi-year partnership with the Bainbridge Island Fruit Club to improve and maintain the historic orchard at Johnson Farm.

The goal over the first 3 years is to improve apple tree productivity and to start adding apple varieties that will be more appropriate for the orchard’s microclimate and for cider production, and to provide workshops to the public on grafting, cultivation, and pruning. Activities in 2016 included:

- Intensive pruning and beginnings of restoration
- Inventory and label trees and select candidate trees for pruning, removal and/or renovation
- Perform summer pruning and remove tent caterpillar nests
- Establish a plan for replacement of trees
- Measure changes in productivity
- Participate in educational activities about the orchard at Friends of the Farms Harvest Fair
- Create map identifying approximately 80% of tree varieties

Farm Walks. Last year Friends of the Farms began revitalizing our Farm Walk Program. Former Program Manager Dina Madsen hosted 22 visitors from the group *Meet and Greet*, which organizes events for 55+ individuals who want to socialize and have an opportunity to meet others. The pilot tour lasted approximately 90 minutes, and generated a lot interested questions. One *Meet and Greet* member found a family connection as relatives used to pick strawberries for Akio many years ago. She also was a good forager, and taught everyone to find and strip down salmonberry shoots for eating.



Youth Educational Opportunities. The Peacock Family Services Nature Nuts program sponsored a camp in April on Johnson Farm. Participants are encouraged to experience adventurous play, free exploration, and guided field investigations that engage youth in meaningful interactions with nature, support whole child development, and foster a connection to our community.

Additionally, the Boys and Girls Club hosted a planting event at Johnson Farm where Friends of the Farms staff worked with young students to plant peas, tomatoes, lettuce, nasturtiums, and radishes, providing hand-on involvement with how food grows and tastes right out of ground.

F. Description of farm and farm-related activities demonstrating compliance with the Goals, Policies and Practices and other requirements of the Master Lease. Where appropriate, reporting and an explanation of instances where the Goals, Policies and Practices and other requirements of the Master Lease may not have been met

Friends of the Farms manages public farmlands consistent with Goals, Policies and Practices set forth in Section 3.9 of the Master Lease.

Activities on Public Farmland include:

Farmland Stewardship. There are volunteer opportunities for all ages throughout the year.

These volunteer events are held on the second Saturday of each month at various public farmlands. Together, volunteers work to maintain and enhance each property. Participants are treated to a locally sourced meal as our way to give thanks. The community reaps the benefits through this work of invasive species removal, trail construction, general maintenance, and completion of capital projects.



Recreation. An extensive trail network throughout all five public farm properties allows the public to access our farmland for year-round passive recreation. Birders are able to use Johnson Farm, M & E, Crawford, and portions of Suyematsu and Bentryn Family Farm to enjoy and observe over 55 bird species. Johnson Farm's community orchard presents a perfect place to forage for food and enjoy picnics. Pea patches at Johnson Farm allow community members to work gardens year round to grow their own food.

Partner Organizations. A Memorandum of Understanding has recently been signed between Friends of the Farms and the Bainbridge Island Land Trust that will ensure the two organizations work together efficiently and effectively to protect our open spaces. This year BILT will be using Johnson Farm parking and public trails for 300+ guests attending their summer fundraiser on an adjacent private property. FotF also partners with the Bainbridge Island Metropolitan Park and Recreation District, Historic Preservation Commission, Bainbridge Island Historical Museum, EduCulture, the Grange, Kitsap Conservation District (KCD), WSU Extension, BARN, the Bainbridge Island Fruit Club, Sustainable Bainbridge, the Trust for Public Land, and the Chamber of Commerce. It is through collaboration and partnerships that Friends of the Farms is able to create public farmland experiences that benefit the whole community.

Commercial Farmers. Commercial farmers use public land for the business of growing local food. Additionally, they offer seasonal events for the public like farm stand sales, raspberry u-pick, and pumpkin patch festivities. Together, farmers value and embrace agricultural education. Three sub-leaseholder farmers recruit and mentor farm interns every year.

Education. Suyematsu and Bentryn Family Farms, Morales Farm, and Johnson Farm are used extensively for educational purposes. The EduCulture Project, a program of Global Source Education, provides Island students with on-the-ground-experiences on local farms that cultivate stewardship, citizenship, sustainability, and an understanding of food systems. Through a collaboration involving farms, schools, and the community, this initiative has been enhancing classroom curricula, nurturing school gardens, and enriching school lunches, while preserving local sustainable agriculture, and growing future generations of Bainbridge farmers. 2016 was the 11th year of the EduCulture Project, with dedicated farm-to-school partnerships with Wilkes Elementary, Ordway Elementary, and Island Co-op Preschool. At Johnson Farm, local groups such as Peacock Family Services and the Girl Scouts of America hold summer camps.

Community Events. September 24, is Friends of the Farms 16th Annual Harvest Fair at Johnson Farm. Harvest Fair is a celebration of local food and community that is attended by several thousand community members. Harvest Fair is a festive day that includes sheep shearing, apple cider pressing, a pie contest, live music, local food, nonprofit organization vendor exhibits, and business vendors who provide locally sourced items. Rides include the beloved Landslide, pony rides, tractor and carriage rides, and farm demonstrations. Harvest Fair continues to attract people from Seattle and greater Kitsap County who overnight, explore our public farmland, support our local businesses, and enjoy our city.



Annual Meeting. At the beginning of summer, the public is invited to Friends of the Farms' annual meeting at the Day Road public farmland. At the event, new FotF Board members and officers are announced, and there are opportunities to learn about the organization, to participate in a grape cane bonfire, a maypole, and share a pot luck dinner. This is a wonderful opportunity for the public to spend time on our beautiful working farmland.

Farm housing. Currently, seven individuals annually receive Friends of the Farms support to live in Morales or Suyematsu farmhouses, while studying with a master commercial farmer. All applicants qualify by assisting a commercial farmer as an intern, apprentice, or by running a new farm business. They are responsible for working at least 30 hours per week on a farm and volunteer with Friends of the Farms.

When asked “What barriers prevent attracting and retaining the next generation of farmers?” existing farmers universally reply “housing and land.” Farmers have identified a need for 16 – 20 spaces for annual farm intern housing. To address the shortage of housing, Friends of the Farms has convened a housing task force to explore short- and long-term solutions. Adding to the challenge is the realization that while Friends of the Farms does extensive ongoing maintenance, structural deficiencies with Suyematsu House and/or the outcome of the Suyematsu Preservation Study may prevent housing interns from using that site beginning in 2018.

4. Site Committee Reports



As required in Article 3.10 of the Master Lease, Friends of the Farms has a Site Committee process that involves multiple meetings of key stakeholder (farmers, Friends of the Farms’ representatives, and neighborhood stewards) per year to monitor each property. The site committees follow policy and processes developed to appropriately manage each farmland and identify issues that need to be addressed to improve the land. This process includes the following:

- Monitor Goals, Policies and Practices from Lease Exhibit B
- Identify and document issues of concern with recommended resolutions
- Identify and document capital improvements/maintenance measures to be addressed; participate in developing a Capital Improvement Plan

Farm-related capital improvements and maintenance completed in 2016 are detailed below. Day Road farm properties, Johnson Farm, and Morales are more developed than Crawford or M&E and so generally require more time and expense, although ongoing maintenance and improvements occurs on all properties.

Suyematsu East and Bentryn West

Agricultural Land Maintenance

- Extensive cleanup around greenhouse relocated to Morales Farm.
- Removed concrete, abandoned irrigation materials, and cleaned areas adjacent roadways to improve presentation of public farmland
- Ongoing meetings with FotF Program Manager and farmers to craft collaborative solutions to ongoing concerns with water supply and quality
- Began monthly water metering
- Ongoing vegetation management mowing of each side of the fence to ease future maintenance, and remove invasive blackberry, pulling roots to ground

- With assistance from farmer Mike Paulson, the Guild backhoe was utilized to remove large piles of holly and scotch broom
- Intensive cleanup of yard and house by FotF staff, farmers, and volunteers
- Remove derelict appliances in yard at Suyematsu House

Structural Maintenance

- Replaced failed plumbing and rebuilt shower at the only bathroom in Suyematsu house
- Replaced failing gutter on west wall over living room addition to prevent further structural damage due to splash
- Replaced downspout on south wall gutter over the living room
- Repair a wall in a Suyematsu house bedroom damaged by bathroom plumbing failure
- Repaired break in irrigation system
- Working with COBI staff on improvements to pond pumps and filters
- Four work parties to repair the western fence at Day Road
- Installed oven donated by member of FotF staff to replace existing failed oven
- Replaced failed washer and dryer in Suyematsu House

Johnson Farm

Agricultural Land Maintenance

- Ongoing maintenance to the historic orchard on Johnson farm through a partnership with the Bainbridge Island Fruit Club (details in Section 3. E. above)
- Plot leased by Heyday is now in farm production with Brassica harvested in 2016, including broccoli and Brussels sprouts, rotating with strawberries in 2017
- Friends of the Farms worked in partnership with *Let's Pull Together* for two Scotch broom removal parties
- Volunteers mowed open space 5 times and removed Himalayan blackberries and gorse
- Johnson Farm neighbor, Rob Ferguson, provided 120+ volunteer hours and provided equipment to maintain grade and add new chips to the multi-use trail system. Rob and his wife Kia take pride in living adjacent Johnson Farm. Rob recently purchased a tractor to facilitate his volunteer work on the public land. This year he also used the tractor to grade gravel delivered to improve the lower parking lot at Johnson Farm
- Provided plots to 14 P-Patch members who grow a diverse range of crops. Pea-patches are managed by volunteers Cynthia Schick and Lori Gibson who along with nearby neighborhood stewards provide hundreds of hours of ongoing security and maintenance, including trimming, and additional access road and trail repair
- Pea patcher Dennis Miller volunteers his time to winterize the pump house and irrigation system at Johnson Farm
- Johnson Farm continues to serve as a pickup site for Persephone Farms annual CSA members

Structural Maintenance

- With financial assistance from grants by the Bainbridge Island Rotary Club and Kitsap Community Foundation and in collaboration with BARN, infrastructure repairs and improvements were made at Johnson Farm to reconstruct and redesign iconic Harvest Fair rides to ensure public safety, build fencing and gates at the lower parking area to prevent damage to public farmland, install stable steps and handrails for sheds, and rebuild a sturdy fenced area for interactive farm animal demonstrations
- Addressed water runoff issues, building a new water catchment system at the entrance to runoff pipes
- Improvements were made to the smaller shed at Johnson Farm. This work included the installation of shelves and reconstruction of steps
- Placed a Sani-can onsite to provide a restroom for farmers with Heyday and pea patchers through the end of September
- Relocated fence posts to allow the tractor-drawn Harvest Fair wagon ride access to loop through working farmland. Brian McWhorter, a veteran of farming on publicly owned land, hosts the ride, providing guests with a visual and oral history the land
- Work parties for road repair and graveling, fence repair, and intensive land preparation for Harvest Fair



Morales Farm

Agricultural Land Maintenance

- Provided ditch management along Lovgreen Road
- Volunteer work parties to mow grassy areas, maintain the Kitsap Conservation District rain garden, and remove invasive species of Himalayan blackberry and Scotch Broom in the riparian zone, grapes, and row crops
- Procured donation of new mower to provide house tenants with the ability to handle mowing and maintenance around structures
- Ongoing maintenance and cleaning at Morales Intern house through work parties and by FotF staff
- Procured donation of double bed and mower at farm intern housing

Structural Maintenance

- Expansion of Friends of the Farms pea patch program is underway to utilize existing infrastructure at Morales to address a growing wait list for plots
- Butler Green Farms provided infrastructure for their new CSA pickup site at Morales
- Replaced failed washer and dryer
- Ongoing maintenance and repairs to address issues resulting from old and corroded drain pipes

M&E Farm

Agricultural Land Maintenance

- The property continues to be cleared of invasive species and old and overgrown trees in preparation of future agricultural use
- Friends of the Farms partnered with *Let's Pull Together* to host regular invasive species work parties to remove Scotch broom throughout the whole property

Structural Maintenance

- In 2016 Friends of the Farms issued an RFP for the M&E Farm property. A proposal was submitted that seeks to design and institute a comprehensive conservation, vegetative and public use management plan to ensure the stability of and enhance the ecological systems of this extraordinary property. The plan will encourage public access and support educational, artistic and interpretive opportunities with improved trails, gardens, creative work areas and open spaces, all within the restrictions set forth in the Quit Claim Deed. Friends of the Farms will be working with the applicant on a Scope of Work to present to COBI for approval for a sublease
- Volunteer Stewardship events were held to improve and maintain the existing trail network throughout M&E, which is open for public use and used by Wilkes Elementary School students

Crawford Property

Agricultural Land Maintenance

- Identified six Alder trees along fence line and marked for dropping to facilitate farm operations
- Ongoing meetings regarding easement and access for walking trails
- Ongoing study into best use of property

Structural Maintenance

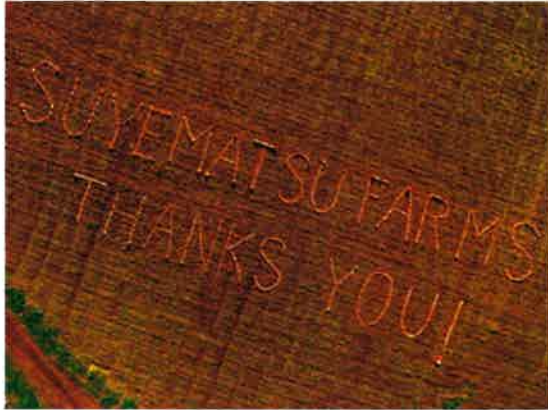
- Separated fence posts to create a walking path, while maintaining deer fencing

5. Suyematsu Historic Farmstead (Established in 2016)

Friends of the Farms is honored to have been selected in late 2016 to create an Implementation Plan for capital improvements at the Historic Suyematsu Farmstead, a 5-acre portion of the City-owned Suyematsu-Bentryn Family Farms property at Day Road.

Objectives include:

- Preservation and interpretation of historic farm structures, landscapes, and histories
- Repair and improvement of the properties to accommodate preservation, interpretation, and agricultural use, as well as needed support functions
- Securing significant artifacts from the site and cataloguing them for future analysis, interpretation, or display
- Possibility of on-site housing for farm workers or interns
- Sustaining public value, vibrant activity, historic interpretation, and agricultural output at the farm for decades to come



Friends of the Farms and the leadership team will conduct individual or small-group stakeholder interviews to solicit input, identify use opportunities and related facility needs, and understand community sentiment about the farm and proposed improvements. Subjects for up to 20 interviews include:

- Farmers, including but not limited to those that presently use the site
- Site neighbors and potential users
- Selected community leaders including philanthropists, policymakers, and business leaders
- Representatives of potential partner organizations including the Historic Preservation Commission, Friends of the Farms, Bainbridge Island Historical Society, EduCulture, Bainbridge Island Japanese American Exclusion Memorial, Bainbridge Island School District, Bainbridge Island Metro Park & Recreation District, etc.

Additionally, Friends of the Farms will contract with the Bainbridge Island Historical Museum to work concurrently to:

- Organize and inventory contents of Workshop, Office, and Picker Sheds
- Recommend steps needed to secure contents in the short term
- Deliver written recommendation for long-term disposition of contents of Workshop, Office, and Picker Sheds

Conclusion

Farmers on publicly owned land both enhance and extract the value and beauty of our island, provide regenerative ways to use our natural resources, and live a tradition that has both built this island and is a key part of its future. Through publicly owned farmland, Islanders are connected to the place we call home, to its people, the land, and the water.

As one example of the value of these connections, the contributions of farmer Betsey Wittick, of Laughing Crow Farm and Bainbridge Vineyards, embodies how farmers on publicly owned land not only enhance our quality of life, but also ensure that Bainbridge Island will remain a desirable place to live and work for future generations.



Since 2005 Betsey has hosted 36 farm interns and 8 employees on what is now public farmland. Of that group of young people, 15 now are running their own farms, one is managing the Port Townsend Co-op produce department and one is apprenticing as a butcher in California (and we hope to bring her back to Bainbridge). Being able to lease public farmland and using the housing available on public farmland has been important in being able to achieve this.

Often partnering with Educulture, Betsey has been sponsoring tours and classes for grammar and high school students to teach them about sustainable agricultural practices. Bainbridge Vineyards also hosts the Educulture office space at our winery facility (on private land) and allows them to use this space for fundraiser and classes given to educational professionals. During these continued educational classes, many teachers visit the leased publicly owned farmland. Educulture has been a great partner with the farmers on the publicly owned land at Day Road.

Betsey brings community exposure to publicly owned farmland through guided tours of Bainbridge Vineyards, which includes some grapes grown on publicly owned property. She explains the role that the community plays in voting to protect farmland as a way to ensure that this land will remain in farming, and how the diversity of farmers and crops helps to reduce pest problems. Friends of the Farms will be working this year with Betsey on additional signage to explain how all the farmers work for the community to steward the land.

This year Laughing Crow Farm is partnering with two young farmers who are just getting started. Under Betsey's lease they will have access to land to grow their crops, be provided with tractor and horse support for cultivation, and receive assistance in selling their products both at the Farmers Market on Bainbridge, the farm stand on Day Road, and in the Bainbridge Vineyards tasting room.

And finally, there are annual community events that welcome community members to the land to experience farm rituals such as the garlic harvest and potato digging. People learn a lot about what it takes to grow these crops while enjoying time on the farm.

Thank you for the opportunity to share this report and for the ongoing support of local agriculture by the City of Bainbridge Island.

Submitted by,

Heather Burger
Executive Director
March 1, 2017

***Photography by**
Joel Sackett, Pete Saloutos, and Rick Gordon



Friends of the Farms **INCOME EXPENSE PUBLIC FARMLAND MANAGEMENT**

January through December 2016

	Day Rd	Morales	Crawford	Johnson	M&E	Total Public Farmland Management
Income						
CONTRIBUTED INCOME						
Foundations	0.00	0.00	278.92	8,500.00	0.00	8,778.92
Gross Receipts	0.00	0.00	0.00	0.00	0.00	0.00
Total CONTRIBUTED INCOME	0.00	0.00	278.92	8,500.00	0.00	8,778.92
EARNED INCOME						
Lease / Rents						
Lease	5,120.22	687.30	0.00	400.00	0.00	6,207.52
Rent	4,464.50	3,875.00	0.00	0.00	0.00	8,339.50
Total Lease / Rents	9,584.72	4,562.30	0.00	400.00	0.00	14,547.02
Total EARNED INCOME	9,584.72	4,562.30	0.00	400.00	0.00	14,547.02
Total Income	9,584.72	4,562.30	278.92	8,900.00	0.00	23,325.94
Gross Profit	9,584.72	4,562.30	278.92	8,900.00	0.00	23,325.94
Expense						
Bank Fees	0.00	0.00	0.00	0.00	0.00	0.00
Food & Beverage	130.35	18.85	0.00	0.00	0.00	149.20
Payroll	4,585.53	683.81	0.00	496.88	115.23	5,881.45
Permits & Fees	90.75	0.00	0.00	0.00	0.00	90.75
Printing	1.54	0.00	0.00	0.00	0.00	1.54
Professional Services						
Contract Services	264.14	0.00	0.00	8,500.00	0.00	8,764.14
Equipment Rental	0.00	0.00	0.00	315.00	0.00	315.00
Repairs & Maintenance	446.30	1,639.96	1,521.08	0.00	0.00	3,607.34
Total Professional Services	710.44	1,639.96	1,521.08	8,815.00	0.00	12,686.48
Supplies	662.40	43.44	0.00	0.00	0.00	705.84
Utilities						
Cable	486.33	641.79	0.00	0.00	0.00	1,128.12
Electricity	3,043.78	2,202.29	0.00	308.18	0.00	5,554.25
Water	1,426.38	343.76	0.00	0.00	0.00	1,770.14
Total Utilities	4,956.49	3,187.84	0.00	308.18	0.00	8,452.51
Total Expense	11,137.50	5,573.90	1,521.08	9,620.06	115.23	27,967.77
Net Income	-1,552.78	-1,011.60	-1,242.16	-720.06	-115.23	-4,641.83

Friends of the Farms
GRANT INCOME EXPENSE PUBLIC FARMLAND MANAGEMENT
January through December 2016

Name		Memo	Amount
Foundation Income 2016			
Kitsap Community Foundation		2016 Johnson / Harvest Fair	\$5,000.00
Bainbridge Island Rotary		2016 Johnson / Harvest Fair	\$3,500.00
Total Foundation Income 2016			\$8,500.00
Project Expenses			
Heritage Landscaping		Gravel & Supplies for repairs and upgrades to public parking areas and to construct fencing and a gate along public access to Johnson Farm	\$5,790.00
BARN		Materials to rebuild and enhance the Landslide ride	\$893.00
General Contractor		Equipment rental landscape materials and supplies to clear, level and establish designated pedestrian pathways	\$375.00
Bay Hay & Feed		Materials to upgrade and improve the safety and sustainability of the Straw Jump ride	\$268.00
Amazon Vendors		Materials to upgrade and improve the safety and sustainability of the Straw Jump ride	\$924.00
Friends of the Farms Admin Fee			\$250.00
TOTAL Project Expenses			\$8,500.00
2016 JOHNSON FARM IMPROVEMENTS GRANT BALANCE AS OF 12/31/2016			
			\$0.00
RESTRICTED FUNDS:			
2015 BARN RESTORATION GRANT (NO 2016 EXPENDITURES) BALANCE AS OF 12/31/2016			
			\$13,202.86

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: 7:25 PM Resolution No. 2017-14, Approval for Winslow Grove Final Subdivision (PLN50381), AB 17-068- Planning (Pg. 22)	Date: 4/25/2017
Agenda Item: CLOSED RECORD PROCEEDING	Bill No.: 17-068
Proposed By: Planning and Community Development	Referrals(s):

BUDGET INFORMATION

Department: Planning	Fund:
Expenditure Req:	Budgeted? Budget Amend. Req?

REFERRALS/REVIEW

:	Recommendation:
City Manager:	Legal: Yes Finance:

DESCRIPTION/BACKGROUND

The applicant, DeNova Northwest, requests approval to subdivide proposing to subdivide four (4) parcels, totaling 8.77 acres, into 19 lots, where single-family homes will be constructed. The site is located on Weaver Road, across from Rotary Park. The property is zoned R-2.

On January 19, 2016, the preliminary subdivision application was submitted. The Hearing Examiner held an open record public hearing on July 26, 2016, and on August 12, 2016, the Hearing Examiner approved the preliminary subdivision with conditions.

In accordance with the provisions of BIMC 2.16.160 and BIMC 2.16.130, the application for final subdivision is before the City Council for a decision. This is a quasi-judicial matter and a closed record proceeding.

Pursuant to BIMC 2.16.160(H), the Council shall approve the final long subdivision if it determines:

1. That the conditions imposed through the preliminary subdivision have been met;
2. Bonds or other assurance devices, if any, by their essential terms assure completion of all plat improvements; and
3. The requirements of state law, the BIMC, the comprehensive plan, and any other applicable ordinances in effect at the time of preliminary plat approval have been satisfied by the subdivider.

Under BIMC 2.16.130.F, the City Council shall take one of the following actions:

1. Adopt the resolution, including findings of fact and conclusions of law, approving the proposal;

2. Adopt a resolution, including findings of fact and conclusions of law, approving the proposal with conditions;
3. Adopt a resolution, including findings of fact and conclusions of law, denying the proposal;
4. Refer the proposal back to the Hearing Examiner for further proceedings.

RECOMMENDED ACTION/MOTION

I move that the City Council adopt Resolution No. 2017-14, including findings of fact and conclusions of law, approving the Winslow Grove final subdivision.

ATTACHMENTS:

Description	Type
▣ Resolution 2017-14	Backup Material
▣ Hearing Examiner Decision	Backup Material
▣ Hearing Examiner Exhibit List	Backup Material
▣ Attachment A to Exhibit 18	Backup Material
▣ Final Plat Map	Backup Material

RESOLUTION NO. 2017-14

A RESOLUTION of the City of Bainbridge Island, Washington, granting final approval of the Winslow Grove Final Subdivision.

WHEREAS, on January 19, 2016, a preliminary long subdivision application was submitted to the Department of Planning and Community Development; and

WHEREAS, on July 26, 2016, a public hearing on the preliminary long subdivision application was held by the Hearing Examiner; and

WHEREAS, on August 12, 2016, the Hearing Examiner approved the preliminary subdivision with conditions; and

WHEREAS, on February 28, 2017, the applicant, DeNova Northwest, submitted a final subdivision application to the Department of Planning and Community Development; and

WHEREAS, during the final plat review process, the City requested corrections to the final plat submittal to bring it into compliance with the preliminary plat approval; and

WHEREAS, on April 11, 2017, the applicant submitted the final revised plat drawings addressing the City's concerns; and

WHEREAS, on April 14, 2017, the City Engineer completed review of the plans and revisions submitted as part of the final plat and forwarded a recommendation of approval to the Department of Planning and Community Development; and

WHEREAS, the applicant has submitted an assurance device adequate to cover the required subdivision infrastructure and improvements: erosion control, earthwork, paving, utilities, surveying, landscaping and irrigation, and traffic control; and

WHEREAS, the Department of Planning and Community Development has evaluated compliance with the conditions imposed on the preliminary plat and forwarded its recommendation for final subdivision approval to the City Council; and

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

Section 1. All conditions imposed by the approved preliminary subdivision have been met.

Section 2. The Winslow Grove Subdivision conforms to the applicable City zoning ordinance(s), Comprehensive Plan provisions, subdivision regulations and standards, all other applicable land use ordinances, and with state law more generally.

Section 3. The City Council, based on the recommendation from City staff, finds that the surety device (performance bond) submitted by the applicant adequately assure completion of all required plat improvements.

Section 4. The Mayor is authorized to inscribe the City Council's approval on the face of the final plat, as depicted in attached Exhibit A and incorporated herein by reference; alternatively, the Council may direct and authorize another Councilmember to inscribe the Council's approval on the face of the final plat.

PASSED by the City Council of the City of Bainbridge Island, Washington, and this ____ of April, 2017.

APPROVED by the Mayor on this _____ day of April, 2017.

Val Tollefson, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NUMBER:

2017-14

August 12, 2016`

**CITY OF BAINBRIDGE ISLAND, WASHINGTON
HEARING EXAMINER**

REPORT AND DECISION

Project: Winslow Grove Preliminary Long Subdivision, Special Use Review and SEPA Appeal

File Number: PLN50381 SUB/SUR

Applicant: DeNova Northwest LLC
6830 S. 220 Street
Kent, WA 98032

Owner: Westwood LLC
120 130th Avenue SE
Bellevue, WA 98005

Location: 7629 Weaver Road

Request: Preliminary long lot subdivision approval to subdivide four (4) parcels, totaling 8.77 acres, into 19 single-family lots. Portions of two aquatic critical areas and their buffers are located on the subject property. An outfall of the proposed stormwater system requires Special Use Review (SUR) to encroach into a critical area buffer in accordance with BIMC 16.20.

\SEPA Review: A Mitigated Determination of Non-Significance (MDNS) was issued on June 23, 2016, with the 14-day appeal period ending on July 8, 2016. A timely appeal was filed by the applicant, challenging three of the MDNS conditions.

FINDINGS OF FACT

A. Site Characteristics

Tax Assessor Information	
Tax Lot Number	272502-2-066-2001, 272502-2-065-2002, 272502-2-064-2003, 272502-2-063-2004
Owners of Record	Westwood LLC
Lot Size	4 parcels totaling 8.77 acres
Land Use	Single-family residential
Terrain	Generally flat; slopes gently to the southwest and

PRELIMINARY PLAT AND SEPA APPEAL DECISIONS - 1

	southeast; average grade is 4 percent
Soils	Kapowsin gravelly sandy loam
Existing Site Development	Single-family residential
Access	Weaver Road
Public Services and Utilities	City of Bainbridge Island sewer and water services
Zoning/Comprehensive Plan Designation	R-2; OSR-2
Surrounding Zoning/Comprehensive Plan Designation	R-2, OSR-2; R-0.4, OSR-0.4; R-3.5, OSR-3.5 (See Figure 2)
Surrounding Uses	Single-family residential, multi-family residential; active recreation (Rotary Park); agriculture

B. Procedural History

1. The City held a pre-application conference with the applicant on December 8, 2015, with a preliminary subdivision application received on January 19, 2016. The project was noticed for public comment on February 19, 2016.
2. Review by planning staff revealed that additional information and revisions were required in order to comply with applicable subdivision design standards and landscaping requirements, with a request for revisions sent to the applicant on March 22, 2016. Revisions to the drainage plan required submittal of a Special Use Review (SUR) application to allow the location of a portion of the stormwater system in a critical area buffer. The applicant submitted a SUR application on May 4, 2016.
3. The applicant submitted revisions to the preliminary plat drawing set and additional information as requested on May 12, 2016 and June 17, 2016. A Re-Notice of Application/SEPA comment period was issued for the preliminary subdivision and SUR on May 20, 2016, with the 14-day comment period ending on June 3, 2016. No comments were received.
4. The City issued its MDNS on June 23, 2016. The applicant appealed three conditions of the decision. After further consultation, two of the contested conditions were revised in a manner satisfactory to both the City and the applicant, leaving only MDNS condition no. 8 unresolved and subject to appeal.
5. BIMC 2.16.170 offers a process for consolidated administrative review at the applicant's option when a proposed development or use of land will require more than one permitting approval. Under consolidated review a single decision-maker makes all discretionary land use decisions required by the application. The subdivision and SUR proposals are being reviewed here under consolidated project review at the request of the applicant. In addition, state law requires that the applicant's administrative SEPA appeal be consolidated with the hearing on the underlying permits.
6. The consolidated public hearing on the applicant's preliminary plat and special use review applications and SEPA threshold determination appeal was held by the City's Hearing Examiner on July 26, 2016. The record on the SEPA appeal was held open until August 5, 2016, for receipt of further submissions from the parties.

C. Commenting Issues

7. The Bainbridge Island Fire Marshal commented that future development shall comply with the adopted fire code and applicable NFPA standards; fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles, and approved signs or markings that include the words “No parking – fire lane – tow away zone” shall be provided. The project is designed and conditioned to address these comments. As required by BIMC 2.16.125.G.3, the City’s Development Engineer reviewed the preliminary subdivision proposal and provided recommended conditions of approval.

8. Nine public comments were received, focused on tree removal/retention, attributes and maintenance of open space/critical areas buffers, traffic and pedestrian safety, fencing, stormwater and wildlife habitat and connectivity. Comments identified an initial concern that the majority of trees onsite were being removed, including those in the roadside buffer along Weaver Road. Later revisions to the tree retention plan and landscape plan depict a number of additional trees to be retained, including all significant trees and the tree stand along Weaver Road (requiring re-alignment of the internal road) and several significant trees along the northern property boundary. An arborist report evaluated 635 trees on site, 559 of which will be retained in Open Space Tract A.

9. Comments specified a concern that the development would adversely affect downstream conditions in Hirawaka Creek and that the stormwater modeling calculations were inaccurate. The City’s Development Engineer found that the preliminary long subdivision conforms to regulations concerning drainage stated in BIMC Chapters 15.20 and 15.21 and will not cause an undue burden on the drainage basin or water quality and will not unreasonably interfere with the use and enjoyment of downstream properties. The project will add about 100,000 square feet of new impervious surfaces to the site, thus triggering the full menu of minimum requirements under the DOE stormwater manual designed to maintain peak flows at or below predevelopment rates. Some onsite dispersion of flows to open space areas is anticipated.

10. Concern was expressed regarding the impacts of solid board fencing on the aesthetic quality of the neighborhood and wildlife connectivity. The Development Engineer found that solid board fencing is not required around the proposed stormwater ponds. The Mitigated Determination of Non-Significance (MDNS) includes a condition that prohibits use of solid board fencing throughout much of the site in order to maintain wildlife habitat connectivity, reduce aesthetic impacts and increase compatibility with adjacent uses.

11. The project will generate 171 additional daily vehicle trips. A traffic impact analysis demonstrated that the project's peak hour trips would minimally impact the City's road system. The site has convenient arterial access north from Weaver Way to High School Road and south to Wyatt Way. All roads serving the site will operate at an acceptable level of service after plat development. The City has issued a Certificate of Concurrency concluding that the capacity of transportation facilities affected by the proposed development will be adequate to maintain a satisfactory level of service standard after accommodating the impacts of the development. The applicant voluntarily offered a non-motorized trail easement along the southern boundary.

D. Regulatory Compliance

12. The applicable standards for Hearing Examiner approval of a preliminary subdivision

application are stated at BIMC 2.16.125.H:

H. Decision Criteria for Preliminary Long Subdivisions. The hearing examiner's decision shall include findings of fact that the application meets all the requirements of the following subsections:

- 1. The preliminary long subdivision may be approved or approved with modification if:*
 - a. The applicable subdivision development standards of BIMC Titles 17 and 18 are satisfied; and*
 - b. The preliminary long subdivision makes appropriate provisions for the public health, safety and general and public use and interest, including those items listed in RCW 58.17.110; and*
 - c. The preliminary long subdivision has been prepared consistent with the requirements of the flexible lot design process, unless a flexible lot standard has been modified as part of a housing design demonstration project pursuant to BIMC 2.16.020.Q; and*
 - d. Any portion of a long subdivision that contains a critical area, as defined in Chapter 16.20 BIMC, conforms to all requirements of that chapter; and*
 - e. Any portion of a long subdivision within shoreline jurisdiction, as defined in Chapter 16.12 BIMC, conforms to all requirements of that chapter; and*
 - f. The city engineer's recommendation contains determinations that the following decision criteria are met and such determinations are supported by substantial evidence within the record:*
 - i. The long subdivision conforms to regulations concerning drainage in Chapters 15.20 and 15.21 BIMC; and*
 - ii. The long subdivision will not cause an undue burden on the drainage basin or water quality and will not unreasonably interfere with the use and enjoyment of properties downstream; and*
 - iii. The streets and pedestrian ways as proposed align with and are otherwise coordinated with streets serving adjacent properties; and*
 - iv. The streets and pedestrian ways as proposed are adequate to accommodate anticipated traffic; and*
 - v. If the long subdivision will rely on public water or sewer services, there is capacity in the water or sewer system (as applicable) to serve the long subdivision, and the applicable service(s) can be made available at the*

site; and

vi. *The long subdivision conforms to the “City of Bainbridge Island Engineering Design and Development Standards Manual,” unless the city engineer has approved a variation to the road standards in that document based on his or her determination that the variation meets the purposes of BIMC Title 17; and*

g. *The subdivision conforms to the requirements of this chapter and the standards in the “City of Bainbridge Island Design and Construction Standards and Specifications,” unless the city engineer has approved a variation to the road standards in that document based on his or her determination that the variation meets the purposes of BIMC Title 17; and*

h. *The proposal complies with all applicable provisions of this code, unless the provisions have been modified as part of a housing design demonstration project pursuant to BIMC 2.16.020.Q; Chapters 36.70A and 58.17 RCW; and all other applicable provisions of state and federal laws and regulations; and*

i. *The proposal is in accord with the city’s comprehensive plan.*

2. *A proposed subdivision shall not be approved unless written findings are made that the public use and interest will be served by the platting of such subdivision.*

13. Regarding critical areas, the Winslow Grove property contains the southern end of a large regulated wetland that extends north to High School Road plus a segment of a regulated stream, Hirakawa Creek, that lies near the eastern wetland edge, with associated buffers. All on-site critical areas and their buffers will be included in Open Space Tract A, to be protected in perpetuity through an open space management plan recorded with the final plat. A proposed 12-inch storm drain to be located within the stream buffer requires special use review and approval, as provided below. According to the site's delineation report, the wetland is classified as Category III and requires an 80 foot water quality buffer and 70 foot habitat buffer (150 feet total) in addition to a 15 foot building setback.

14. BIMC 16.20.130.B.1 specifies the categories for classifying fish and wildlife habitat conservation areas. The wetland delineation report submitted with the application classifies the stream as a Type Np water (non-fish bearing). Other regional resources classify the onsite stream as a Type F water (fish-bearing), as does the project's habitat management plan. No definitive evidence of fish presence has been provided, and downstream barriers to fish passage suggest that the onsite segment may not in fact contain fish. BIMC 16.20.130.C.2, Table 2, prescribes for Type F streams a 100 foot water quality buffer and 50 foot habitat buffer (150 feet total) plus a 15 foot building setback.

15. All land divisions and land uses proposed on a site that includes fish and wildlife habitat conservation areas must comply with the procedures and development standards stated at BIMC 16.20.130.C.8. All required buffers are to be designated within an easement or covenant recorded with the final plat. The onsite stream buffer is included in Open Space Tract A. The common boundary

between the required buffer and adjacent lands will be identified using low impact fencing.

16. Pursuant to BIMC 16.20.130.C, construction of utilities may be permitted in fish and wildlife habitat conservation areas or their buffers only when no practicable or reasonable alternative location is available and the utility corridor meets the applicable vegetation installation, replacement and maintenance requirements. No trees greater than 12 inches will be disturbed as a result of the storm drain installation and maintenance. The utility corridor will be revegetated with appropriate native or equivalent vegetation at not less than pre-construction vegetation densities in accordance with the project's habitat management and mitigation plan.

17. The proposed 110-foot stormwater outfall is subject to a special use review pursuant to BIMC 16.20.160.G. The outfall pipe is required at this location to achieve the proper hydraulic fall for gravity discharge. Due to siting of the associated detention tank and the property's topography, it is not practicable to discharge stormwater from the west side of the subject property to an alternative location. The proposed use is thus consistent with the spirit and intent of Chapter 16.20 in that it is the minimum necessary to achieve the project action, avoids site clearing and vegetation removal, provides adequate mitigation to compensate for adverse impacts to the stream buffer, and will cause no adverse impacts to the wetland or the its buffer that cannot be mitigated.

18. BIMC 16.20.160(E), Table 8, provides that land division is a permitted activity on sites with wetlands and wetland buffers so long as homesites lie outside regulated areas. If all applicable standards are met and no variances are requested, the density from the wetland area can be transferred elsewhere within the property. The proposed subdivision provides protection to the wetland and its buffer through dedicated open space, with all homesites and improvements to be located outside of critical areas. The subject property contains 8.77 acres (382,021 square feet). Based on its underlying R-2 zoning, the site's allowable density is 19 lots.

19. Regarding compliance with the City's subdivision design standards (BIMC Chapter 17.12), all subdivisions within the City are required to be configured in accordance with the flexible lot design requirements stated at BIMC 17.12.020. The Winslow Grove subdivision complies with the flexible lot design standards. All home sites and plat infrastructure are located outside critical areas and required buffers and setbacks. Lot areas, dimensions, and other design characteristics will comply with the requirements of BIMC Title 18. Specific details are recited in the staff report.

20. The subdivision will rely on public water and sewer services, both of which have capacity to accommodate the subdivision. Because the subdivision is to be served by a public sewer system, the minimum lot size standard is 5,000 square feet when located outside critical areas and their buffers. Each lot will be in excess of 5,000 square feet, with lots ranging in size from approximately 8,900 to 17,000 square feet. Minimum lot width will be 50 feet. The maximum lot coverage permitted for lots in the R-2 zone is 20 percent. The proposed maximum lot coverage of approximately 4,280 square feet per lot equals this maximum allowable coverage.

21. The City's Development Engineer has reviewed and approved the plat's proposed new road and cul-de-sac and found their design to be in accordance with the "City of Bainbridge Island Design and Construction Standards and Specifications." Existing roadway character is to be maintained where practical, which may be accomplished through the reduction of roadway width, the minimization of curb cuts, and the preservation of roadside vegetation. The new road design minimizes impervious

surfaces by incorporating a cul-de-sac to serve all 19 lots. No new transit stops are recommended because existing stops are already located in the vicinity of the subject property on both High School Road (to the north) and Wyatt Way (to the south).

22. The City's Development Engineer found that the streets and pedestrian ways proposed by the applicant will be adequate to accommodate anticipated traffic. A public access easement for a pedestrian walkway is planned within the roadside buffer along Weaver Road. A non-motorized trail easement is proposed along the southern boundary of the subdivision to provide bicycle and pedestrian access as well as a link in the City's non-motorized transportation network.

23. To provide compliance with the tree retention, protection and replacement requirements of BIMC 18.15.010.C, an arborist report was submitted with the revised preliminary subdivision application (Tree Solutions, Inc.; May 9, 2016). The report includes an inventory and evaluation of 635 on-site trees, 559 of which are located within the critical areas, their buffers or setbacks and thus slated for retention. Pursuant to BIMC 18.15.010.E.1 and 2, roadside buffers apply to residential subdivisions. The site landscape plan shows a 25 foot full screen buffer that demonstrates compliance with the planting requirements of BIMC 18.15.010.D.4.

24. The City's applicable Comprehensive Plan policies largely track the regulatory scheme summarized above. The Planning and Community Development staff report supplies a thorough and adequate discussion of the relevant Plan policies and is adopted herein by reference. The plat's compliance with Comprehensive Plan policies as implemented by the City's development and critical areas regulations will result in appropriate provisions for the public health, safety and general welfare and the public use and interest.

E. SEPA Threshold Determination Appeal

25. The standards applicable to deciding an administrative appeal of a SEPA threshold determination are supplied by state law. WAC 197-11-660(1), which the City has adopted by reference at BIMC 16.04.155, reads as follows:

(1) Any governmental action on public or private proposals that are not exempt may be conditioned or denied under SEPA to mitigate the environmental impact subject to the following limitations:

(a) Mitigation measures or denials shall be based on policies, plans, rules, or regulations formally designated by the agency (or appropriate legislative body, in the case of local government) as a basis for the exercise of substantive authority and in effect when the DNS or DEIS is issued.

(b) Mitigation measures shall be related to specific, adverse environmental impacts clearly identified in an environmental document on the proposal and shall be stated in writing by the decision maker. The decision maker shall cite the agency SEPA policy that is the basis of any condition or denial under this chapter (for proposals of applicants). After its decision, each agency shall make available to the public a document that states the decision. The document shall state the mitigation measures, if any, that will be implemented as part of the decision, including any monitoring of environmental impacts. Such a document may be the license itself, or may be combined with other agency documents, or may reference relevant portions of environmental documents.

- (c) *Mitigation measures shall be reasonable and capable of being accomplished.*
- (d) *Responsibility for implementing mitigation measures may be imposed upon an applicant only to the extent attributable to the identified adverse impacts of its proposal. Voluntary additional mitigation may occur.*
- (e) *Before requiring mitigation measures, agencies shall consider whether local, state, or federal requirements and enforcement would mitigate an identified significant impact.*

26. For our review purposes the key language is found at WAC 197-11-660(1)(d), which states that a mitigation measure “*may be imposed upon an applicant only to the extent attributable to the identified adverse impacts of its proposal.*” Attribution implies a causal connection. The question presented by the applicant's appeal is whether the requirement within MDNS condition no. 8 for removal of invasive plant species from the site's wetland buffer and their replacement with native vegetation will actually operate to mitigate any development impacts caused by the applicant's proposal.

27. The stated purpose of MDNS condition no. 8 is to “mitigate for the impacts from light, glare, noise and human presence on the on-site wetland.” The condition also imposes a requirement for a “wetland buffer enhancement plan, including a seven (7) year maintenance and monitoring plan,” which shall “include mitigation, maintenance and monitoring actions; plant species, size and spacing; and success criteria the same or similar to those provided in the *Winslow Grove Habitat Management and Mitigation Plan* (Confluence Environmental Company, April 19, 2016).”

28. No one has suggested that removing invasive plants from a wetland buffer and replacing them with native vegetation is not a virtuous public goal. There is no serious doubt that the habitat value of the buffer eventually would be enhanced by such a program. If plat development were to degrade vegetation in a way to cause a decrease in existing habitat values in the buffer, restoration of the type envisioned by condition no. 8 would likely be justified. But the rationale offered by the City for the condition is not based on loss of habitat to plat development but rather the need to “mitigate for the impacts from light, glare, noise and human presence on the on-site wetland.” So the question becomes whether the mitigation imposed possesses some rational nexus to the problem to be solved. If it does not, its imposition cannot be justified under SEPA even though such mitigation may have other commendable qualities.

29. As Christopher Berger's August 5, 2016, memorandum points out, the screening functions identified as supporting the need for condition no. 8 “are a product of the physical, and not biological, characteristics of the buffer” and the City has failed to demonstrate that the existing invasive vegetation constitutes a less effective physical screen than the native materials proposed as a replacement. In fact, it seems likely that replacement of existing mature invasives with new native plantings will result in a decreased level of screening in the short term. The *Winslow Grove Habitat Management and Mitigation Plan* referenced in condition no. 8 as regulatory guidance calls for installation of plants from one-gallon containers, the shrubs to be separated by six feet on center and the trees on twenty foot centers. These are, in other words, small plantings well separated from one another that will require a number of years to grow to effective screening size, in the interim resulting in a decreased level of screening.

30. Ms Carr's July 26, 2016, memorandum does not successfully address the question of why the existing invasives would provide inferior screening capacity compared with new native vegetation. It

reiterates the undisputed habitat values of native vegetation buffers but fails to credibly link these values to the screening function. While it asserts that some such connection exists, no causal process is described nor is site-specific evidence offered to support such a conclusion. The burdens imposed by condition no. 8 cannot be justified by mere speculation. Thus, based on the record as a whole, the City's imposition of MDNS condition no. 8 was clearly erroneous and must be overturned. The adverse habitat consequences of retaining invasive plants in the wetland buffer, whatever they may actually be, are unrelated to the screening function rationale cited by the City in support of its condition. The remedial actions specified within condition no. 8 have not been demonstrated as attributable to, or mitigation for, the adverse light, noise and intrusion impacts of the plat proposal identified by and relied upon by the City.

CONCLUSIONS

1. The Hearing Examiner has jurisdiction over this subdivision proceeding and is authorized under City ordinances to make a final decision on the Winslow Grove preliminary subdivision application. Subdivision public hearing notice requirements have been met.
2. As documented with the findings stated above, the plat application for Winslow Grove meets the decisional criteria stated at BIMC 2.16.125.H for preliminary plat approval. It complies with the applicable land use and subdivision development standards of BIMC Titles 17 and 18, and, as conditioned, makes appropriate provisions for the public health, safety and general welfare and for the public use and interest, including all items listed in RCW 58.17.110. The proposed development will be consistent with the City's comprehensive plan.
3. The residential lots proposed within the preliminary long subdivision conform to the requirements of the flexible lot design process. The open space set aside will ensure the long term protection of critical areas and their buffers while providing adequate space for residential development at the density allowed by the zoning.
4. The City Engineer's recommendation for preliminary approval contains determinations that the City's decisional criteria for drainage, streets and pedestrian ways, road standards and utilities can be met, and such determinations are supported by substantial evidence within the record.
5. The standards for special use review approval stated at BIMC 16.20.160.G have been met by the proposal and its mitigation plan. No practical alternative exists for locating the stormwater outfall outside the stream buffer and all adverse impacts resulting from its placement will be mitigated.
6. The applicant's SEPA appeal challenging MDNS condition no. 8 must be granted. The City has failed to establish a causal nexus between the proposed mitigation requirement and the environmental impacts it seeks to reduce or avoid, as required by WAC 197-11-660(1)(d). Imposition of a condition under SEPA authority unrelated to its targeted impacts was clearly erroneous.

DECISION

The applicant's SEPA threshold determination appeal is GRANTED with respect to MDNS condition no. 8. The application for the Winslow Grove Preliminary Long Subdivision and Special Use Review

(PLN50381 SUB/SUR), as depicted on the revised plans dated July 21, 2016, is APPROVED, subject to the following conditions of final plat approval:

SEPA Conditions

1. The following note shall be placed on the final plat: "Prior to any clearing or grading on individual lots, a clearing, grading or building permit shall be obtained by the City."
2. No clearing or grading for roads, drainage or stormwater facilities, trails or other subdivision improvements shall occur until a plat utilities permit has been approved by the City for the phase in which the work is to be completed.
3. All work shall adhere to the City's seasonal work limitations between October 1 and April 30 of any year. During this period, no soils shall remain exposed and unworked for more than two (2) days. From May 1 to September 30, no soils shall remain exposed and unworked for more than seven (7) days.
4. Prior to any construction, a temporary erosion and sedimentation control plan (TESCP) shall be submitted and approved by the City. Construction shall be restricted to the dates occurring between May 1 and September 30 unless a wet weather erosion control plan is submitted and approved by the City prior to construction.
5. All graded materials removed from the subject property shall be hauled to and deposited at City approved locations (Note: local regulations require that a grade/fill permit is obtained for any grading or filling of 50 cubic yards of material or more if the grading or filling occurs on sites that have not been previously approved for such activities. A SEPA Threshold Determination is required for any fill over 100 cubic yards on sites that have not been previously received a SEPA determination).
6. The limits of clearing and grading shall be clearly marked in the field and inspected by Department of Planning and Community Development staff prior to start of any clearing, grading or other site work.
7. To mitigate impacts on air quality during earth moving activities, contractors shall conform to Puget Sound Clean Air Agency regulations to ensure all reasonable precautions are taken to avoid dust emissions.
8. DELETED.
9. In order to mitigate for the effects of the proposed stormwater outfall within the buffer of Hirawaka Creek, implementation of the *Winslow Grove Habitat Management and Mitigation Plan* (Confluence Environmental Company, April 19, 2016) is required. The success criteria for invasive species percent cover (see Table 2 – Success Criteria) shall be ≤ 15 (not the ≤ 25 listed in the table). A performance and maintenance surety is required in accordance with BIMC 16.20.180 unless mitigation actions are complete prior to final subdivision approval.
10. No construction staging is permitted in Open Space Tract A.
11. Construction limit fencing around the proposed 12 inch storm drain outfall and dispersion tee within Open Space Tract A shall be installed and inspected by Department of Planning and Community Development staff prior to start of any site work or construction activity.

12. No pesticides, herbicides or fertilizers may be used in Open Space Tract A.
13. Placement of fill dirt, lawn clippings, wood chips, and other yard waste, garbage or debris in Open Space Tract A is prohibited.
14. All trees within Open Space Tract A are required to be retained in perpetuity. Hazard tree removal may be allowed only with City approval and appropriate replanting.
15. Tree protection fencing is required for protection of trees on adjacent properties pursuant to BIMC 18.15.010.4.
16. All trees noted "Preserve and Protect Existing Trees, As Shown" on the Landscape Plan (Jeffrey B. Glander & Associates, May 11, 2016) and Tree Retention Plan (AES Consultants, June 16, 2016) shall be protected with tree protection fencing pursuant to recommendations in the arborist report (Tree Solutions Inc.; May 9, 2016), detail 1/C1.2 on the TESC Plan (Browne Wheeler Engineers, Inc.; April 29, 2016) submitted with the Plat Utility permit and BIMC 18.15.010.C.4.
17. If trees required to be retained are not retained or if protection measures are not fully implemented, requirements for unauthorized removal provided in BIMC 18.15.010.C shall apply.
18. Tree protection fencing shall be installed as shown on the TESC Plan and inspected by Department of Planning and Community Development staff prior to start of any site work or construction activity. Additional tree protection fencing shall be provided for trees with critical root zones in close proximity to proposed construction activity including, but not limited to, Tree 627, 673, 700, 501-515, 535-538.
19. The arborist report (Tree Solutions Inc.; May 9, 2016) shall be amended to include verification that any utility trenching and site grading work performed within the critical root zone of trees to be retained and trees on adjacent properties to be protected will not be detrimental to the health of the tree and/or create a hazard tree. The amended report shall provide the same tree reference numbers as shown on the Tree Retention Plan and be submitted to the Department of Planning and Community Development prior to approval of the plat utility permit.
20. Any utility trenching and site grading work performed within the critical root zone of trees to be retained and trees on adjacent properties to be protected shall be monitored by a certified arborist. Any tree requiring monitoring shall be flagged in the field and inspected by Department of Planning and Community Development staff prior to start of any site work or construction activity.
21. Any non-exempt tree harvesting shall require a Forest Practices Permit from the Washington Department of Natural Resources. The conditions of approval of the subdivision (PLN50381SUB) shall become conditions of the Forest Practices Permit.
22. No solid board fencing is permitted along the southern property boundary nor within or along the frontage of the required roadside buffer, except as shown on the exhibit A attachment to exhibit 18. As shown in the exhibit A attachment, a split rail fence will be provided between Open Space Tract A and adjacent building lots 5 through 11, and Open Space Tract B, as well as between the trail easement and Open Space Tract B. Nothing in this condition is intended to limit the location of solid board fencing elsewhere within the subdivision, including but not limited to side yard lot lines, nor to limit the City's ability to install fencing along the border of

Stormwater Tract C.

23. To mitigate typical impacts (e.g.; human/pet disturbance; potential encroachment) to the open space area, low-impact fencing and signage is required to delineate the perimeter of Open Space Tract A in accordance with BIMC 17.12.030.A.8.
24. On-site mobile fueling from temporary tanks is prohibited unless the Applicant provides and is granted approval for a Permit and Best Management Plan that addresses proposed location, duration, containment, training, vandalism and cleanup. (Reference 1. Uniform Fire Code 7904.5.4.2.7 and 2. Department of Ecology Stormwater Management Manual, August 2001, see Volume IV "Source Control BMPs for Mobile Fueling of Vehicles and Heavy Equipment".) (WAC 173-304)
25. All construction activities shall comply with noise limitations in residential zones per BIMC 16.16.020.
26. The contractor is required to stop work if any historical or archaeological artifacts are uncovered during excavation or construction and immediately notify the Department of Planning and Community Development and the Washington Office of Archeology and Historic Preservation.
27. The Applicant shall provide the following trail easements and built trails as shown on the exhibit A attachment to exhibit 18: a 15-foot wide trail easement along the southern property boundary extending from Weaver Road then to the west edge of the new plat road's cul-de-sac, which 15-foot trail easement will be co-extensive with the 20-foot wide storm pond access road easement. Unless later replaced by the City, the constructed 10-foot wide storm pond access road shall also serve as the public trail in the location shown on the exhibit A attachment. An additional 15-foot wide trail easement corridor shall be provided along the southern property boundary, extending from the west edge of the storm pond access road easement, then to the western property boundary. Both trail easements shall be granted and conveyed to the City.

Project Conditions

28. The Project shall comply with the following conditions of the City's Development Engineer:

General

- a. Civil improvement plans shall be submitted with an application for a plat utility permit to COBI for review and approval to construct all necessary infrastructure serving the divided lots. No additional building permits will be issued prior to completion of the civil improvements or until performance bonding is established to cover unfinished work.
- b. DELETED.

Pedestrian Access

- c. A public access easement for the pedestrian walkway located in the landscape buffer on Lot 1, "the walkway", shall be dedicated on the face of the plat.
- d. The walkway shall be Americans with Disabilities Act (ADA) compliant and include a firm and stable surface of concrete, chip seal or crushed stone treated with a stabilizer and shall extend to

connect to an existing concrete walk at the intersection of Rosario Place and Weaver Road NE.

- e. The walkway width shall be a minimum of 5 feet consistent with the City of Bainbridge Island Design and Construction Standards sidewalk specifications and contain clear widths no less than 32 inches for a maximum length of 24 inches where utility poles obstruct the full width walkway.
- f. An ADA compliant ramp with raised truncated domes shall be provided at the intersection of the plat road and the walkway.
- g. A trail easement along the southern boundary of the project shall be dedicated to the City for non-motorized trail connectivity consistent with the Comprehensive Plan and Non-Motorized Transportation Plan (NMTP). The easement shall be dedicated on the face of the plat.

Roads

- h. Prior to final plat approval the plat drawings shall be amended to reflect road right-of-way and utilities easements for storm and sewer at the intersection of the new plat road and Weaver Road NE to accommodate both horizontal layout of edge of road and shoulder radii that terminate at a point of tangency with the existing edge of pavement and the sewer and storm drain alignments that cross through Lot 19.
- i. The new plat road shall meet the standard specification for a Residential Suburban Optional roadway, per DCSS Dwg. No. 7-065 and employ two-way traffic turnouts every 300 feet per Dwg. Nos. 7-066 and 7-067.
- j. The new plat road shall include 'NO PARKING – FIRE LANE – TOW AWAY ZONE' signage prohibiting parking on street and within turnouts.
- k. The dead-end street shall include a firetruck and vehicle turnaround meeting City standards and Bainbridge Island Fire Department requirements.
- l. Landscaping along the eastern portions of the project shall not obstruct the stopping sight distance triangle of an approaching vehicle and a vehicle at the stop line of the new plat road at the intersection with Weaver Road NE.
- m. The preconstruction condition of Weaver Road NE fronting the property shall be photo documented to the satisfaction of the City engineer prior to issuance of any permit. Prior to approval of final plat or release of any performance assurance damage to the road caused by heavy construction equipment and traffic shall be fixed by the permit holder.
- n. Shoulder improvements along the southbound lane of Weaver Road NE are required as a condition of development to include construction of a 3-foot wide gravel shoulder and reconstruction of a drainage ditch.

Stormwater

- o. The maximum individual lot impervious surface shall not exceed 3,600 square feet consistent with the long subdivision's stormwater mitigation systems unless demonstrated that stormwater

runoff from additional impervious surface meets the flow control requirements of BIMC 15.20 by employing additional on-site infiltration or retention BMPs. The condition shall be on the face of the plat.

- p. A Stormwater Pollution Prevention Plan (SWPPP) is required prior to construction activities including clearing or grading or civil improvements. Stormwater quality treatment, erosion and sedimentation control shall be designed in accordance with BIMC 15.20. The submittal documents shall be prepared by a civil engineer licensed in the State of Washington.
- q. Prior to final plat submittal, the applicant shall submit an operation and maintenance plan for the on-going maintenance of the storm drainage systems to the satisfaction of the City engineer to aid city operations and maintenance personnel in accepting and maintaining the dedicated infrastructure.
- r. The lots meeting full dispersion in the western basin will discharge to Tract A through more than 100 feet of vegetation. The Declaration of Covenants, Conditions and Restrictions (CC&Rs) shall restrict alterations to the Open Space tract that would interfere with the natural overland dispersion of stormwater through full vegetation.
- s. The face of the plat shall indicate the stormwater on-site will be disposed of via detention ponds to Weaver Road, a detention tank to Hirakawa Creek, and dispersion through Tract A to Hirakawa Creek.
- t. An all-weather driveable surface access road with a minimum 12-foot width shall be provided to allow maintenance of the underground detention tank manholes and control structure.
- u. A utility easement for stormwater access and maintenance purposes shall be dedicated to benefit the City for the stormwater facility and outfall in Tracts A and B.
- v. At the time of building permit application for the individual lots, demonstration of compliance with applicable stormwater management requirements shall be required in accordance with BIMC 15.20 and 15.21. This note shall be listed on the face of the final plat.
- w. Tract C and its stormwater facility, as well as all stormwater improvements in the right-of-way, and any other public stormwater improvements, will be dedicated to the City for ownership and maintenance. Any private stormwater facilities, such as storm lines conveying drainage on lots 1 through 19 into the public storm system, shall remain privately owned and maintained. Each property owner shall be responsible for maintenance of those private storm drainage facilities for this development following construction. Annual inspection and maintenance reports shall be provided to the City. A Declaration of Covenant for stormwater system operation and maintenance will be required to be recorded before final plat submittal. The approved language for the Declaration of Covenant is found in BIMC Chapter 15.21, Exhibit A.
- x. On-site Best Management Practices for soil management and Low Impact Development (LID) shall be employed per BMP T5.13 of the COBI adopted stormwater manual. Soil retention areas shall be identified in the SWPPP and protected with orange construction fence. Soil quality of compacted soil shall be established by ripping and scarifying soils with amendments and vegetation planting.

Utilities

- y. Utility trenching and site grading work performed within the drip line or critical root zone of significant trees to be retained shall be monitored by a certified arborist.
- z. A water line extension in Weaver Road NE with a Pressure Reducing Valve (PRV) shall be required as a condition of development as detailed through the Developer's Extension Agreement (DEA) process and documentation.
- aa. All infrastructure facilities serving the plat to be inspected and accepted by the City shall be detailed in the DEA.

Permitting

- bb. The proposed action(s), phased or concurrent, in their totality will result in more than one (1) acre of earth disturbance on the site and drain to waters of the State. The project requires a Construction Stormwater General Permit from the Washington State Department of Ecology. Under the permit the site shall be monitored for discharge of pollutants and sediment at all outfall/sampling locations. No land clearing or construction permits shall be issued prior to obtaining the State permit.
 - cc. A right-of-way (ROW) construction permit will be required prior to any construction activities within the right-of-way. The ROW permit will be subject to separate conditions and bonding requirements.
 - dd. Installation of improvements and creation of as-built engineered plans must be completed prior to approval of final plat. In lieu of completion of those improvements and as-builts consistent with the conditions of a preliminary plat approval, the City engineer may accept an assurance device, in an amount and in a form determined by the City, but not to exceed 125 percent of the established cost of completing the infrastructure that secures and provides for the actual construction and installation of the improvements or the performance of the conditions within one year, or such additional time as the city engineer determines is appropriate after final plat approval.
29. A 25-foot full screen perimeter landscape buffer shall be maintained along the eastern subdivision boundary that is adjacent to Weaver Road. Native vegetation shall be retained to the extent possible.
30. The Weaver Road roadside buffer shall be maintained for the life of the project. An irrigation plan to meet the requirements of BIMC 18.15.010.H and I shall be submitted and approved by the City prior to final plat submittal.
31. All landscaping shall be installed, or a performance assurance device shall be submitted and approved, prior to final inspection on the plat utility permit. The installation of landscaping shall be verified by the Landscape Professional of record or owner and a landscaping declaration shall be signed.
32. The Weaver Road roadside buffer shall be maintained with a maintenance assurance device for

a period of three years. All plant material shall be managed by pruning so that plant growth does not conflict with public utilities, restrict pedestrian or vehicular access, or create a traffic hazard. Other than routine maintenance and trimming, no vegetation within the buffers shall be disturbed without approval of the Department of Planning and Community Development through an approved clearing, grading or civil plan. This note shall be included in the open space management plan and included on the face of the plat.

33. Requirements of tree retention pursuant to BIMC 18.15.010.C and the Tree Retention Plan (Exhibit 1b) shall be listed on the face of the plat.

34. DELETED.

35. Signs shall be erected in accordance with BIMC 17.28.020.37 and shall be spaced at no more than 50 foot intervals along the boundary between Tract A and lots 5 through 11. The signs shall be installed or assured prior to final plat approval and shall be maintained in perpetuity.

36. A final open space management plan must be submitted with the final plat application and approved by the City, and then recorded with the Kitsap County Auditor as part of the final plat. The final open space management shall be modified to include potential future uses in Tract A consistent with BIMC Chapter 16.20 and any alterations that would preclude or inhibit overland flow of stormwater. The open space management plan shall also contain the same restrictive language contained in BIMC 17.12.030 A.7.f regarding stormwater facilities within the open space areas.

37. The following table indicating the required setbacks and lot coverage shall be recorded on the face of the final plat. A revised preliminary plat drawing meeting these requirements shall be submitted to and approved by the City prior to final plat submittal.

	Minimum
Building to Building	10 feet
Building to exterior subdivision boundary	15 feet
Building to internal street	15 feet
Building to trail, open space or access easement	10 feet
Building to Weaver Road (collector road)	30 feet
Maximum Lot Coverage per Lot	TBD at final

38. The final plat submittal shall include street names, the location of any traffic regulatory signs and approved mailbox locations from the United States Postal Service. The applicant is responsible for street names signs in accordance with the Manual on Uniform Traffic Control Devices and City requirements.

39. A plat certificate shall be provided with the final plat application.

40. School impact fees may be required. In the event school impact fees are adopted, the timing and amount for impact fee payments shall be set by applicable City regulations and State law, including the potential for deferred payment of impact fees set forth in RCW 82.02.050.

41. To meet the requests of the Fire Marshal, the building permits for the individual homes shall comply with the applicable fire code.
42. The applicant shall coordinate with the Fire Marshal to determine the location for required fire hydrants. Hydrants shall be installed or bonded for prior to the submittal of the final plat.
43. The final plat shall be submitted in substantial compliance with preliminary plat drawings provided in Exhibit 1 and as revised and provided in Exhibit 7, except to conform to the above conditions.
44. Conditions 12-14, 17, 29, 30, and 37 shall be listed on the final plat drawing.

ORDERED August 12, 2016.

/s/ Stafford L. Smith
Stafford L. Smith, Hearing Examiner
City of Bainbridge Island

The Hearing Examiner is authorized to make the City of Bainbridge Island's final decision on a preliminary subdivision application. A party with standing may seek judicial review of this decision by filing a timely suit in Kitsap County Superior Court under the Land Use Petition Act.

The exhibit list prepared by the Clerk of the Hearing Examiner's Office is attached.

EXHIBIT LIST
WINSLOW GROVE SUBDIVISION/SPECIAL USE REVIEW and SEPA APPEAL
PLN50381 SUB/SUR

Staff Contact:
Christy Carr, Senior Planner

Public Hearing:
July 26, 2016

Hearing Examiner: Stafford L. Smith

NO.	DOCUMENT DESCRIPTION	DATE
12	Development Engineer Comments	06/20/2016 (Dated)
13	Notice of Public Hearing and Certificate of Distribution	07/08/2016 (Published)
14	Notice of Hearing – Appeal of MDNS and Certificate of Distribution	07/13/2016 (Dated)
15	Staff Report	07/18/2016 (Dated)
16	COBI Memorandum re: MDNS Appeal – Revised Conditions	07/20/2016 (Dated)
17	Resume of Chris Berger, Senior Ecologist – Confluence Environmental Company	07/26/2016 (Admitted)
18	CH & Attorneys at Law – Letter re: Applicant's Comments and Request for Revision to Certain Preliminary Plat Conditions dated July 26, 2016.	07/26/2016 (Admitted)
19	Preliminary Plat of Winslow Grove Site Plans	07/26/2016 (Admitted)
20	Memo from Planner Christy Carr re: MDNS Condition 8	07/26/2016 (Dated)
21	Applicant's Response to Carr Memo re: MDNS Condition 8	08/05/2016 (Dated)

Staff Contact:
Christy Carr, Senior Planner

Public Hearing:
July 26, 2016

Hearing Examiner: Stafford L. Smith

[illegible]

EXHIBIT LIST
WINSLOW GROVE SUBDIVISION/SPECIAL USE REVIEW and SEPA APPEAL
PLN50381 SUB/SUR

Staff Contact:
Christy Carr, Senior Planner

Public Hearing:
July 26, 2016

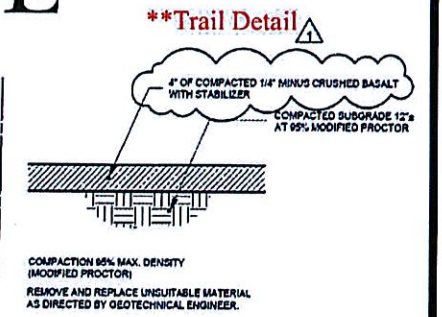
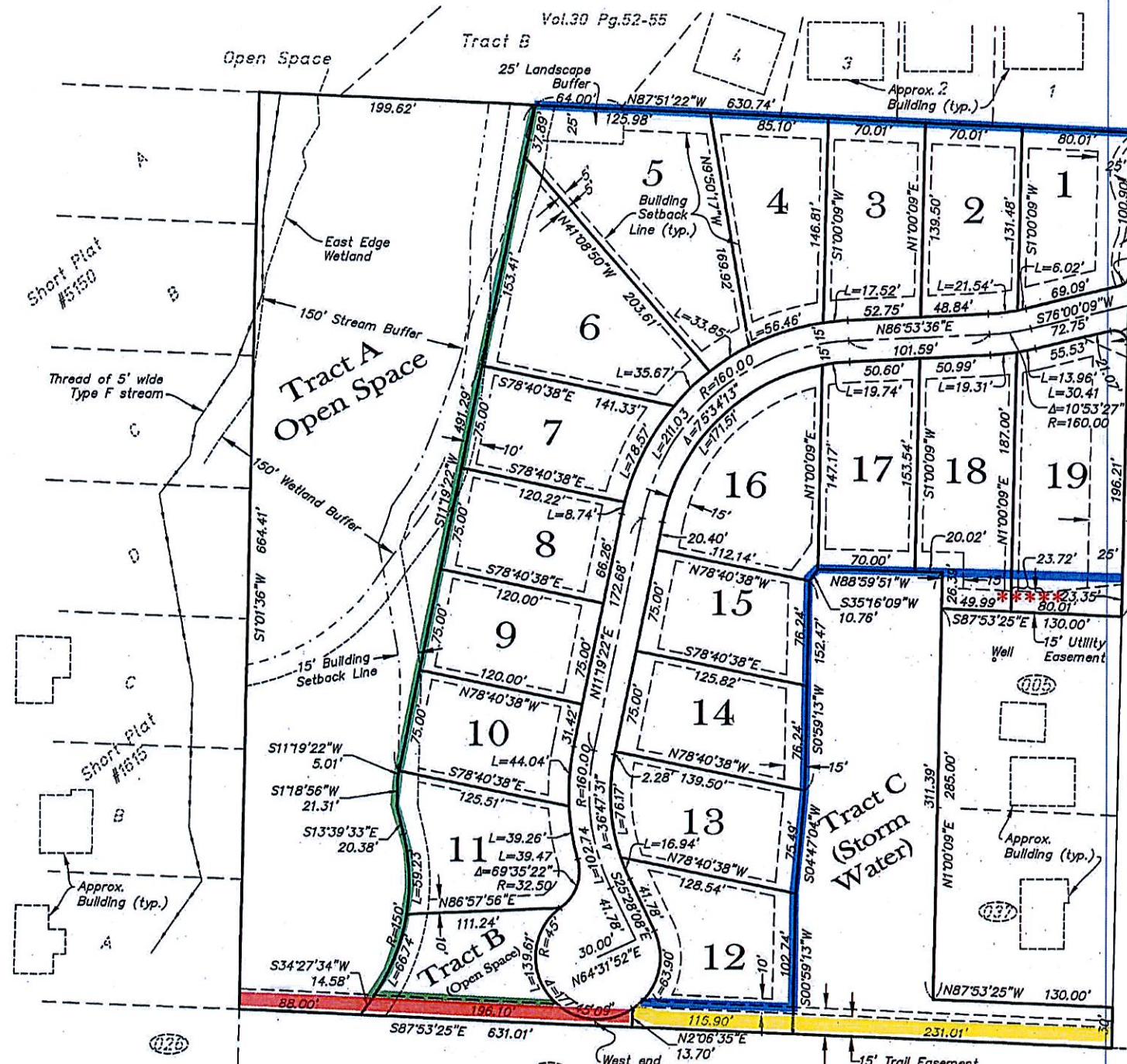
Hearing Examiner: Stafford L. Smith

NO.	DOCUMENT DESCRIPTION	DATE
12	Development Engineer Comments	06/20/2016 (Dated)
13	Notice of Public Hearing and Certificate of Distribution	07/08/2016 (Published)
14	Notice of Hearing – Appeal of MDNS and Certificate of Distribution	07/13/2016 (Dated)
15	Staff Report	07/18/2016 (Dated)
16	COBI Memorandum re: MDNS Appeal – Revised Conditions	07/20/2016 (Dated)
17	Resume of Chris Berger, Senior Ecologist – Confluence Environmental Company	07/26/2016 (Admitted)
18	CH & Attorneys at Law – Letter re: Applicant's Comments and Request for Revision to Certain Preliminary Plat Conditions dated July 26, 2016.	07/26/2016 (Admitted)
19	Preliminary Plat of Winslow Grove Site Plans	07/26/2016 (Admitted)
20	Memo from Planner Christy Carr re: MDNS Condition 8	07/26/2016 (Dated)
21	Applicant's Response to Carr Memo re: MDNS Condition 8	08/05/2016 (Dated)

Preliminary Plat of WINSLOW GROVE

Situate in
NE.1/4 NW.1/4 SEC. 27, TWP. 25N., RG. 2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

Fencing and Trail Exhibit
July 20, 2016



- Solid wood fence*
- Split rail fence
- 10' Constructed trail**
- 15' Trail Easement (future trail built by others)

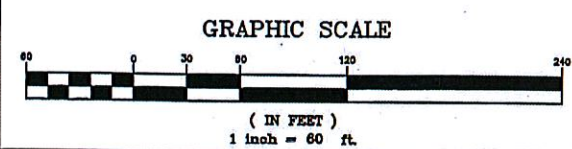
*no solid wood fence within the 25' landscape buffer except as noted/shown

*****this area to be added to Tract C and will contain future City access to north pond cell and storm conveyance in this area. This revision to be reflected in revised plat map pending City approval

LOT DETAILS

AES
CONSULTANTS, INC.
P.O. BOX 930 • SILVERDALE, WA 98363 • (360)692-6400

Drawn By: B.J.M.	Date: 6/16/16
Checked By: S.E.O.	Job No.: 6288



Center Section 27
Found 1" Disk
in Monument Case

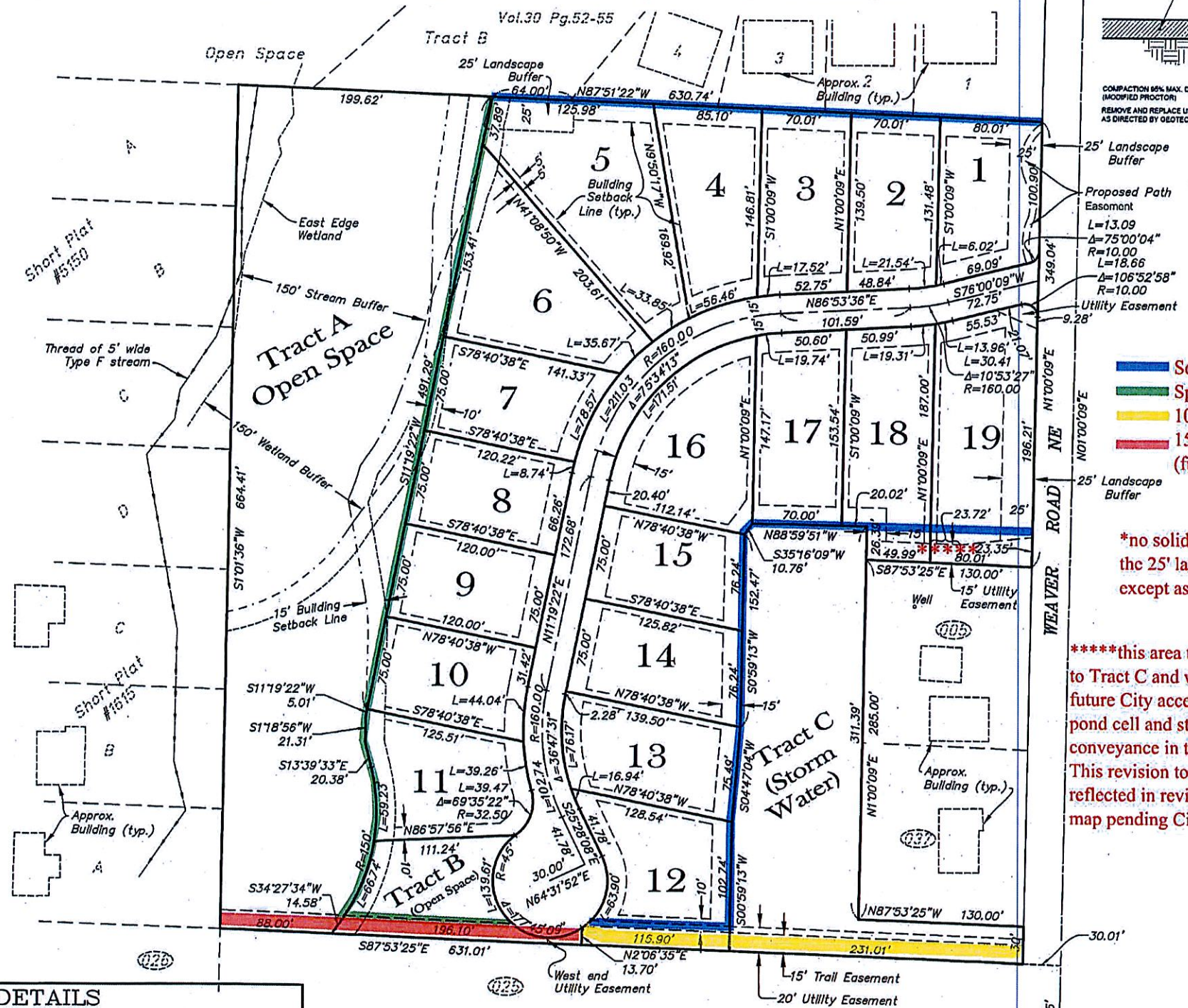


NORTH: per S.P. #5586

Preliminary Plat of WINSLOW GROVE

Situate in
NE.1/4 NW.1/4 SEC. 27, TWP. 25N., RG. 2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

Fencing and Trail Exhibit
July 20, 2016



COMPACTION 95% MAX. DENSITY (MODIFIED PROCTOR)
REMOVE AND REPLACE UNSUITABLE MATERIAL AS DIRECTED BY GEOTECHNICAL ENGINEER.

25' Landscape Buffer
Proposed Path Easement
L=13.09
Δ=75'00"04"
R=10.00
L=18.66
Δ=106'52"58"
R=10.00
Utility Easement
9.28'

- Solid wood fence*
- Split rail fence
- 10' Constructed trail**
- 15' Trail Easement (future trail built by others)

*no solid wood fence within the 25' landscape buffer except as noted/shown

*****this area to be added to Tract C and will contain future City access to north pond cell and storm conveyance in this area. This revision to be reflected in revised plat map pending City approval

NORTH: per S.P. #5586

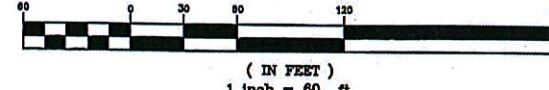
LOT DETAILS



AES
CONSULTANTS, INC.
P.O. BOX 930 • SILVERDALE, WA 98383 • (360)692-6400

Drawn By: B.J.M.
Date: 6/16/16
Checked By: S.E.O.
Job No.: 6288

GRAPHIC SCALE



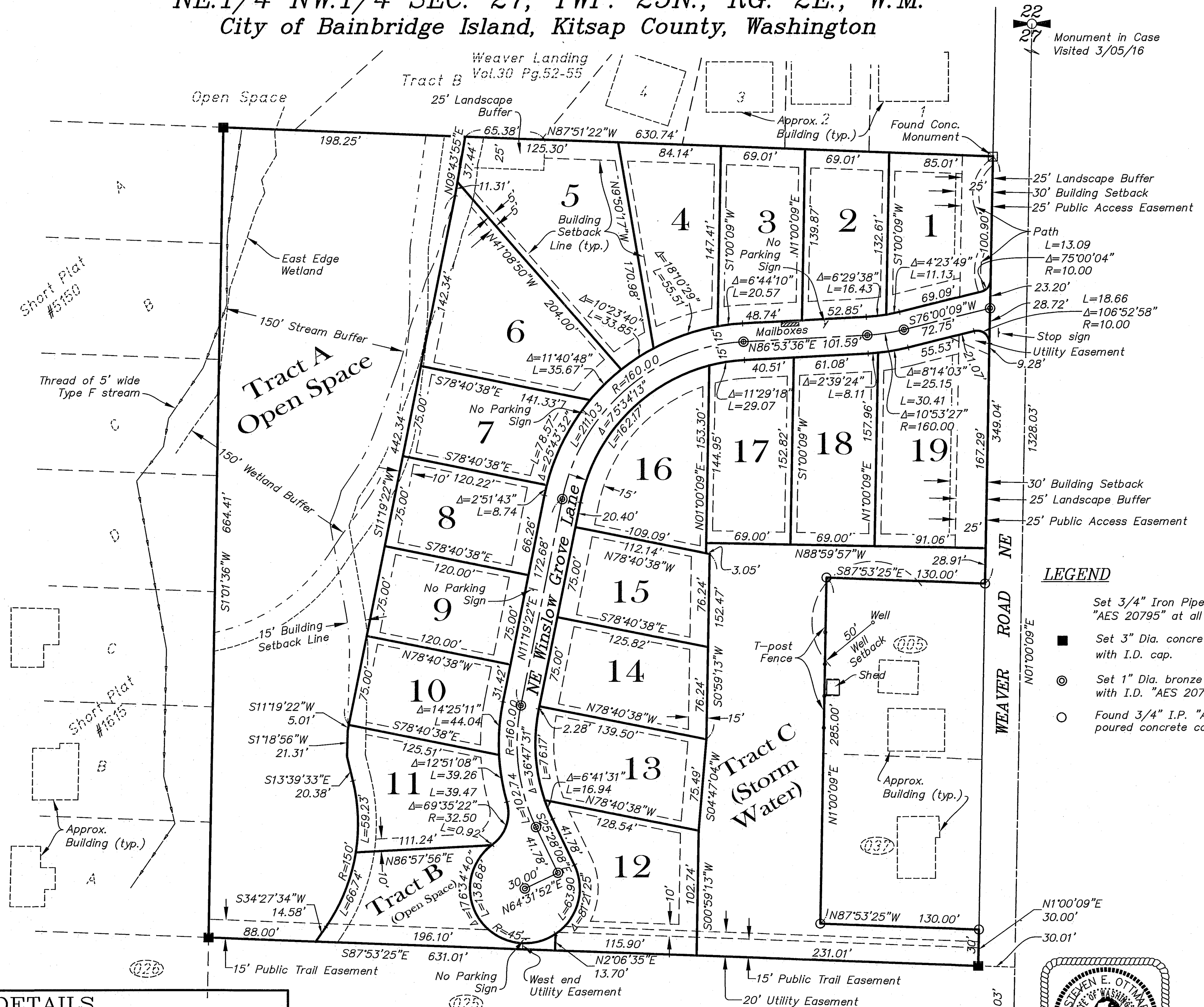
Center Section 27
Found 1" Disk
in Monument Case



6-17-2016 Sheet 2 of 5

WINSLOW GROVE

Situate in
NE.1/4 NW.1/4 SEC. 27, TWP. 25N., RG. 2E., W.M.
City of Bainbridge Island, Kitsap County, Washington



LEGEND

- Set 3/4" Iron Pipe with I.D. plug "AES 20795" at all lot corners.
- Set 3" Dia. concrete Monument with I.D. cap.
- Set 1" Dia. bronze surface plug with I.D. "AES 20795"
- Found 3/4" I.P. "A.D.A." poured concrete collar.



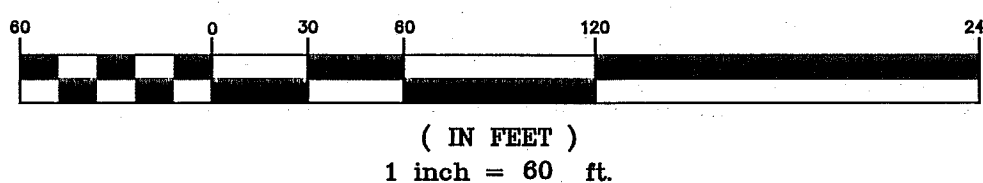
NORTH: Basis of Bearing N01°00'09" E between the monuments marking the centerline of Weaver Road as depicted on Short Plat No. 5586, recorded in Volume 9 of Short Plats, Page 248.

LOT DETAILS

AES
CONSULTANTS, INC.
P.O. BOX 930 • SILVERDALE, WA 98383 • (360)892-6400

Drawn By: B.J.M.
Date: 4/11/17
Checked By: S.E.O.
Job No. 6288

GRAPHIC SCALE

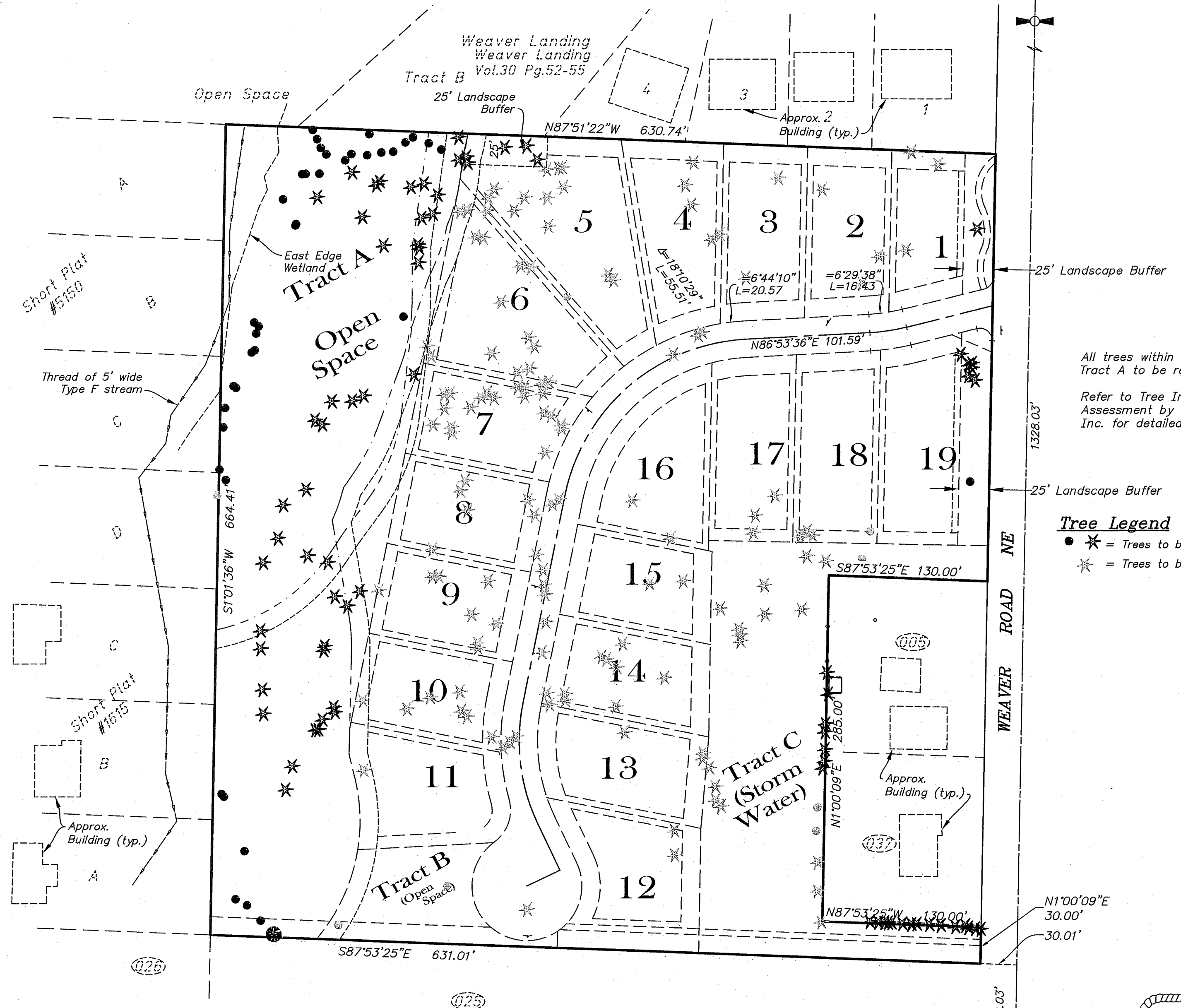


Center Section 27
Found 1" Disk
in Monument Case

4-11-2017

WINSLOW GROVE

Situate in
NE.1/4 NW.1/4 SEC. 27, TWP. 25N., RG. 2E., W.M.
City of Bainbridge Island, Kitsap County, Washington



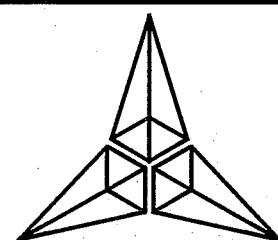
All trees within Open Space
Tract A to be retained.
Refer to Tree Inventory and
Assessment by Tree Solutions
Inc. for detailed inventory.

Tree Legend

- = Trees to be retained
- ★ = Trees to be removed

NORTH: Basis of Bearing N01°00'09" E between the
monuments marking the centerline of Weaver Road as
depicted on Short Plat No. 5586, recorded in Volume 9
of Short Plats, Page 248.

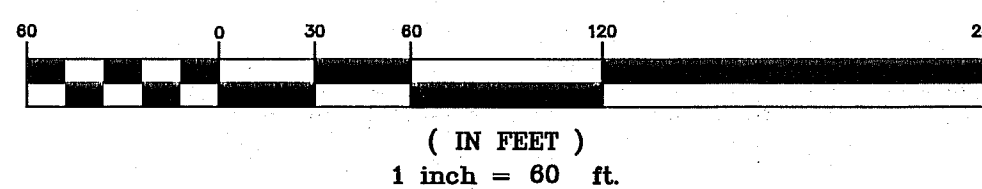
TREE RETENTION PLAN



AES
CONSULTANTS, INC.
P.O. BOX 930 • SILVERDALE, WA 98383 • (360)692-6400

Drawn By: B.J.M.
Date: 4/05/17
Checked By: S.E.O.
Job No: 6288

GRAPHIC SCALE



Center Section 27
Found 1" Disk
in Monument Case



4-5-2017

Sheet 3 of 5

WINSLOW GROVE

Situate in
NE.1/4 NW.1/4 SEC. 27, TWP. 25N., RG. 2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

	Minimum
Building to Building	10 feet
Building to exterior subdivision boundary	15 feet
Building to internal street	15 feet
Building to Trail, Open Space, or Access Easement	Minimum 10 feet
Building to Weaver Road	30 feet
Maximum Lot Coverage per Lot	See Table

CONDITIONS OF APPROVAL

- 1.) Prior to any clearing or grading on individual lots, a clearing, grading or building permit shall be obtained from the City.
- 2.) No pesticides, herbicides or fertilizers may be used in Open Space Tract A.
- 3.) Placement of fill dirt, lawn clippings, wood chips, and other yard waste, garbage or debris in Open Space Tract A is prohibited.
- 4.) All trees within Open Space Tract A are required to be retained in perpetuity. Hazardous tree removal may be allowed only with City approval and appropriate replanting.
- 5.) If trees required to be retained and are not retained or if protection measures are not fully implemented, requirements for unauthorized removal provided in BIMC 18.15.010.C shall apply.
- 6.) The 15.00 foot wide Trail Easement along the South side of the Plat is hereby granted and conveyed to the City of Bainbridge Island.
- 7.) A public access easement for a pedestrian walkway located in the Landscape Buffer on Lot 1 is hereby granted to the City of Bainbridge Island.
- 8.) A 25-foot full screen perimeter landscape buffer shall be maintained along the eastern subdivision boundary that is adjacent to Weaver Road. Native vegetation shall be retained to the extent possible. All plant material shall be managed by pruning so that plant growth does not conflict with public utilities, restrict pedestrian or vehicular access, or create a traffic access hazard. Other than routine maintenance and trimming, no vegetation within the buffers shall be disturbed without approval of the Department of Planning and Community Development through an approved clearing, grading or civil plan.
- 9.) The Weaver Road roadside buffer shall be maintained for the life of the project. An irrigation plan to meet the requirements of BIMC 18.15.010.H and I shall be submitted and approved by the City prior to final plat submittal.
- 10.) The Storm water on-site will be disposed of via detention ponds to Weaver Road, a detention tank to Hrakawa Creek and dispersion through Tract A to Hrakawa Creek. The dispersion systems through Tract A shall be owned and maintained by the HOA and/or individual lot owners per the Declaration of Covenant for Stormwater Facilities.
- 11.) The maximum individual lot impervious surface shall not exceed 3,600 square feet consistent with the long subdivision's stormwater mitigation systems unless demonstrated that stormwater runoff from additional impervious surface meets the flow control requirements of BIMC 15.20 by employing additional on-site infiltration or retention BMPs.

TITLE NOTES

This plat of Winslow Grove consists of lots A, B, C and D of Short Plat No. 5586 as recorded under Auditor's File Nos. 9310050085 and 9310050086. Covenants, conditions, restrictions, easements and matters delineated, described and noted in said short plat are superseded and replaced by covenants, conditions, restrictions, easements as created by this plat.

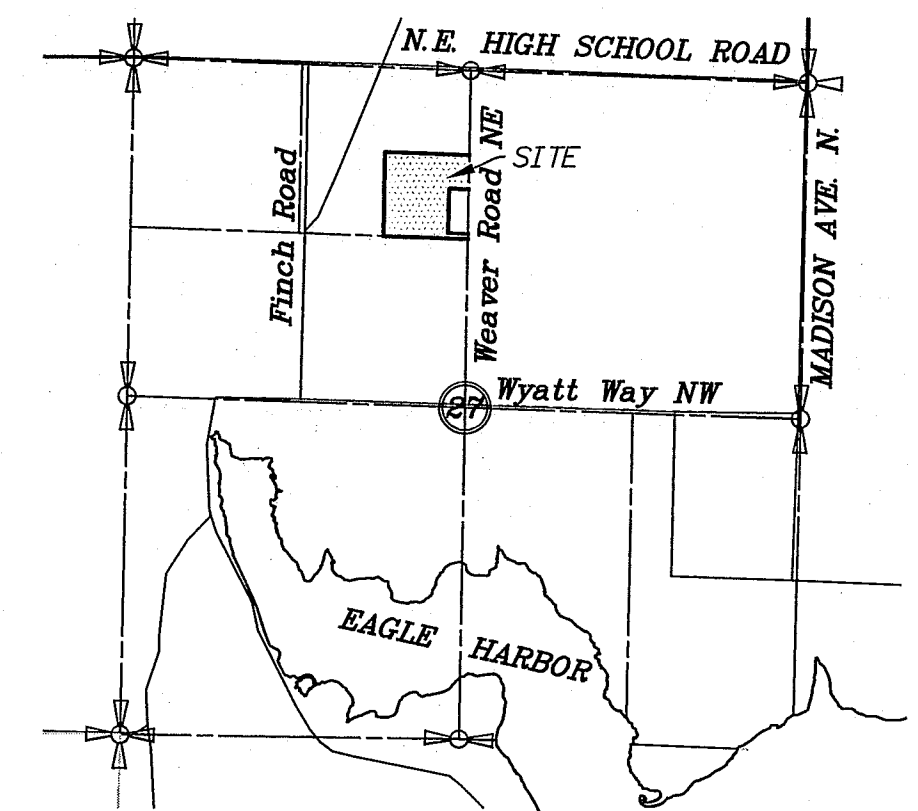
Lot Areas	
TOTAL	381,919 Sq. Ft.
Lot 1	10,256 Sq. Ft.
Lot 2	9,428 Sq. Ft.
Lot 3	9,878 Sq. Ft.
Lot 4	10,786 Sq. Ft.
Lot 5	17,064 Sq. Ft.
Lot 6	14,464 Sq. Ft.
Lot 7	9580 Sq. Ft.
Lot 8	9001 Sq. Ft.
Lot 9	9000 Sq. Ft.
Lot 10	9080 Sq. Ft.
Lot 11	10,906 Sq. Ft.
Lot 12	12,040 Sq. Ft.
Lot 13	10,324 Sq. Ft.
Lot 14	9949 Sq. Ft.
Lot 15	8924 Sq. Ft.
Lot 16	11,362 Sq. Ft.
Lot 17	10,346 Sq. Ft.
Lot 18	10,716 Sq. Ft.
Lot 19	15,302 Sq. Ft.
R/W	27,576 Sq. Ft.
Tract A	95,661 Sq. Ft.
Tract B	9336 Sq. Ft.
Tract C	40,920 Sq. Ft.

Lot Coverage	
Lot	Max. Buildable Footprint
1	3960 sq. ft.
2	3960 sq. ft.
3	3960 sq. ft.
4	4021 sq. ft.
5	4280 sq. ft.
6	4280 sq. ft.
7	3960 sq. ft.
8	3960 sq. ft.
9	3960 sq. ft.
10	3960 sq. ft.
11	4021 sq. ft.
12	4021 sq. ft.
13	3960 sq. ft.
14	3960 sq. ft.
15	3960 sq. ft.
16	4280 sq. ft.
17	3960 sq. ft.
18	3960 sq. ft.
19	3960 sq. ft.

76,383 sq. ft. Total

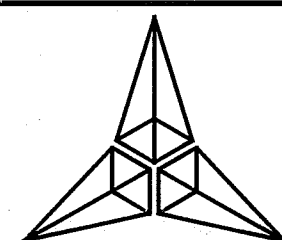
20% of Total site

LOT COVERAGE NOTE:
Lot coverage (Not footprint) in excess of 3,600 sq.ft. will only be allowed where Condition No.11 is met by demonstrating additional run off mitigated on-site.



VICINITY MAP

PROJECT DATA



AES
CONSULTANTS, INC.
P.O. BOX 930 • SILVERDALE, WA 98383 • (360)692-6400

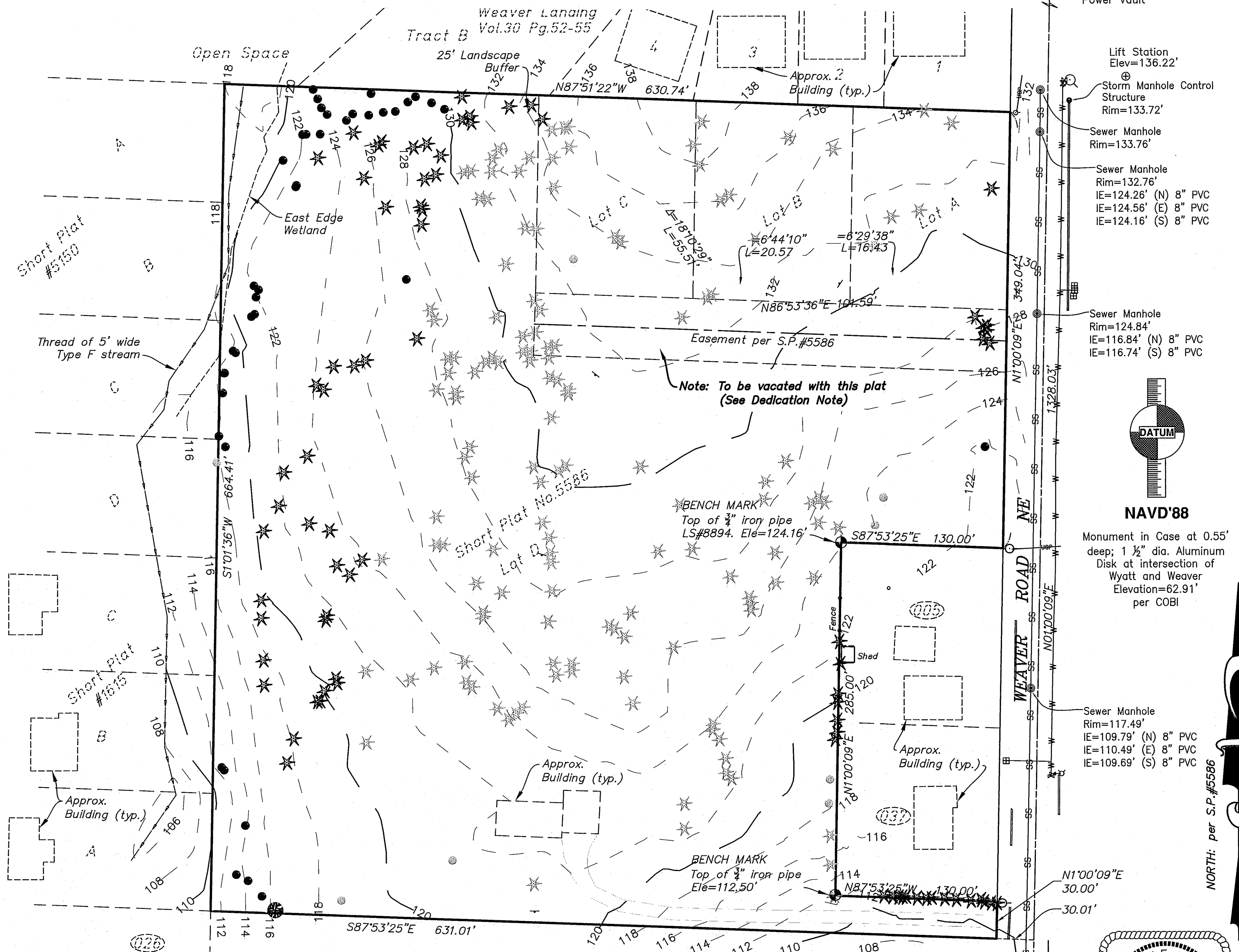
Drawn By: B.J.M.
Date: 4/11/17
Checked By: S.E.O.
Job No. 6288



4-11-2017

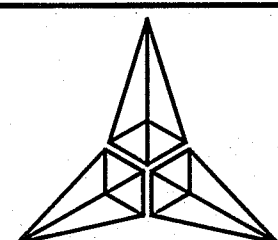
WINSLOW GROVE

Situate in
NE.1/4 NW.1/4 SEC. 27, TWP. 25N., RG. 2E., W.M.
City of Bainbridge Island, Kitsap County, Washington



NOTE: Tree Locations, contours, utilities and as-built features per mapping by DC Surveying dated Dec. 2015.

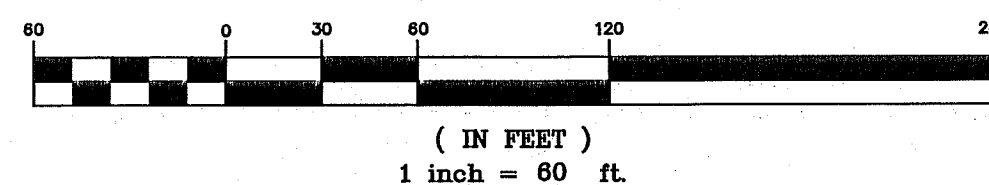
EXISTING CONDITIONS



AES
CONSULTANTS, INC.
P.O. BOX 930 • SILVERDALE, WA 98383 • (360)692-6400

Drawn By: B.J.M.
Date: 2/07/17
Checked By: S.E.O.
Job No. 6288

GRAPHIC SCALE



Sewer Manhole
Rim=107.99'
IE=100.69' (N,E) 8" PVC
IE=106.59' (S) 8" PVC
Center Section 27
Found 1" Disk
in Monument Case



4-5-2017

Sheet 5 of 5

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: 7:35 PM Ordinance No. 2017-03 (formerly Ordinance No. 2016-34), Creating a New Bainbridge Island Municipal Code Chapter 15.19, Site Assessment Review, AB 16-157 - Public Works (Pg. 54)	Date: 4/25/2017
Agenda Item: UNFINISHED BUSINESS	Bill No.: 16-157
Proposed By: Public Works	Referrals(s):

BUDGET INFORMATION

Department: Public Works	Fund:	
Expenditure Req:	Budgeted?	Budget Amend. Req?

REFERRALS/REVIEW

:	Recommendation:	
City Manager: Yes	Legal: Yes	Finance:

DESCRIPTION/BACKGROUND

In order to better implement Low Impact Development (LID) regulations, applicants must complete a site assessment, before development permits are submitted or issued, so that existing site conditions inform the proposed development, resulting in a design more sensitive to LID principles.

To that end, new municipal code chapter BIMC Chapter 15.19, *Site Assessment Review*, facilitates application of new LID regulations as required for certain planning, building, clearing, and grading permits.

The City Council considered a draft ordinance regarding this proposed review process at its meeting on November 22, 2016 (as proposed Ordinance No. 2016-34), and has considered the proposal subsequently at its meetings on March 21, 2017, and April 11, 2017, including a public hearing on the draft ordinance on April 11, 2017.

Additionally, on March 2, 2017, the City held a related public information session at City Hall to provide information and answer questions for the public about the proposed low impact development site assessment review process.

RECOMMENDED ACTION/MOTION

I move that the City Council forward Ordinance No. 2017-03 to the May 9, 2017, consent agenda.

ATTACHMENTS:

Description	Type
▣ Ordinance 2017-03	Ordinance
▣ Attachment A - BIMC 15.19	Backup Material

ORDINANCE NO. 2017-03
(Formerly Ordinance No. 2016-34)

AN ORDINANCE of the City of Bainbridge Island, Washington, amending Bainbridge Island Municipal Code chapters 2.16 and 15.20 and adding a new chapter 15.19, *Site Assessment Review*, to facilitate application of state-required Low Impact Development regulations that will require all development to meet the updated Department of Ecology (DOE) Stormwater Management Manual.

WHEREAS, the City of Bainbridge Island (“City”), by approving Ordinance No. 2016-28 on December 13, 2016, adopted state-required Low Impact Development (LID) regulations that will require all development to meet updated DOE Stormwater Management Manual requirements; and

WHEREAS, in order to fully implement LID regulations, applicants must complete a site assessment review process before development permits are submitted so that the site can be assessed early in the process to inform the development process, resulting in a more context sensitive design; and

WHEREAS, in order to fully implement LID regulations, revisions to Chapter 15.20 BIMC are required to allow for consistent application of LID regulations to appropriate projects; and

WHEREAS, new municipal code Chapter 15.19 BIMC, *Site Assessment Review*, facilitates application of updated LID regulations by providing a process for the consideration of site assessment for certain building, clearing, and grading permits that do not go through the planning land use preapplication review process;

WHEREAS, the City Council considered a draft ordinance regarding this proposed review process at its meeting on November 22, 2016 (as proposed Ordinance No. 2016-34), and has considered the proposal subsequently at its meetings on March 21, 2017, and April 11, 2017, including a public hearing on the draft ordinance on April 11, 2017;

WHEREAS, on March 2, 2017, the City also held a related public information session at City Hall to provide information and answer questions for the public about the proposed low impact development site assessment review process;

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

Section 1. Section 2.16.020.G of the Bainbridge Island Municipal Code is hereby amended to read as follows:

G. Preapplication Procedure.

1. Subject to certain exemptions, all projects are subject to and must complete the site assessment review process set forth and in accordance with Chapter 15.19 BIMC, and

projects requiring a preapplication conference have the option of proceeding with the two processes concurrently. Chapter 15.19 BIMC is designed to ensure that future development integrates low impact development practices to the maximum extent practicable, as required by Chapters 15.19 and 15.20 BIMC.

12. The preapplication conference is an informal discussion between a potential applicant, interested citizens, city staff, and the design review board (if applicable) regarding a proposed project. A preapplication conference shall not include extensive field inspection or correspondence. The purpose of the preapplication conference is to assist the applicant by identifying the following:

- a. Requirements for submittal, including types of permits necessary to complete the proposal and whether SEPA review is required, pursuant to the State Environmental Policy Act (SEPA), Chapter 43.21C RCW.
- b. Compliance with applicable city plans, goals, policies, codes or guidelines and possible revisions to the proposed project that will enhance the proposal with respect to these requirements.
- c. Required plans, studies, reports, and/or other materials specific to the proposal that will provide necessary information for staff to review the project.
- d. Whether or not the project will likely qualify as a housing design demonstration project, and/or feedback about how to qualify, if applicable.

23. A preapplication conference may be recommended by the department director for any type of land use application that the director believes may be complex or controversial, but is required prior to submitting an application for the following land use applications unless a waiver is obtained pursuant to subsection G.3 of this section:

- a. Minor or major conditional use;
- b. Minor or major variance;
- c. Minor or major site plan and design review approval;
- d. Preliminary long subdivision and short subdivision;
- e. Shoreline substantial development permit, shoreline variance, and shoreline conditional use permit;
- f. Shoreline substantial development exemption for new shoreline armoring (including bulkheads, revetments, and soft shore designs);
- g. Buffer reduction in geologically hazardous areas;
- h. Comprehensive plan amendment;

- i. Reasonable use exception;
- j. Habitat management plans;
- k. Habitat buffer averaging;
- l. Special use review; and
- m. Consolidated project review.

34. Except in the case of (a) preliminary short subdivisions and long subdivisions, (b) shoreline substantial development exemptions or permits for new shoreline armoring (including bulkheads, revetments, and soft shore designs), (c) buffer reductions in geologically hazardous areas, (d) where the HDDP process is being used, and (e) where DRB review is required, a preapplication conference may be waived in writing by the director if the director determines the following:

- a. The application is consistent with applicable codes and ordinances;
- b. The proposed use is clearly listed as a permitted use or a conditional use in the zoning district in which it is located; and
- c. The applicant demonstrates knowledge and understanding of the city's permit processing procedures.

45. In the case of applications where design review board review and a preliminary application conference are required, the land use application shall be reviewed using a two-step preapplication process. As the schedule allows, the applicant shall first meet with the design review board to discuss the design concept, and shall then meet with department staff as described in this section.

56. The review process for long subdivisions, major site plan and design review permits, and major conditional use permits shall include a public participation meeting following the procedures outlined in Resolution No. 2010-32. The meeting will be held after the design review board meeting, if one is required, during the preapplication conference phase of the project.

67. An applicant shall arrange for a preapplication conference by submitting forms and plans as required in the administrative manual.

78. The discussion at the preapplication conference shall not bind or prohibit the city's future application or enforcement of applicable codes and ordinances.

Section 2. The definition of redevelopment contained in BIMC 15.20.020 is hereby amended to read as follows:

38. "Redevelopment" means, on a site that is already substantially developed (i.e., has 35 percent or more of existing impervious surface coverage) or which legally existed

prior to February 10, 1999, the creation or addition of impervious surfaces; the expansion of a building footprint or addition or replacement of a structure; structural development including construction, installation or expansion of a building or other structure; replacement of impervious surface that is not part of a routine maintenance activity; and land disturbing activities.

Section 3. Table 1 contained in BIMC 15.20.060.B is hereby amended to read as follows:

1. Overall project thresholds include the following:

Applicable Requirements	New Development	Redevelopment
Minimum Requirement No. 2 (Construction Stormwater Pollution Prevention)	All projects	All projects
Minimum Requirements No. 1 – 5	$\geq 1,300$ 800 sf new plus replaced hard surface area ¹ , or $\geq 7,000$ sf land disturbing activity, <u>or</u> <u>Land disturbing activity covering $\geq 35\%$ of the site</u>	≥ 800 sf new plus replaced hard surface area ¹ , or $\geq 7,000$ sf land disturbing activity, <u>or</u> <u>Land disturbing activity covering $\geq 35\%$ of the site</u>
Minimum Requirements No. 1 – 9	$\geq 5,000$ sf new plus replaced hard surface area, or $\geq 3/4$ acre of vegetation converted to lawn or landscaped areas, or ≥ 2.5 acres of native vegetation converted to pasture	$\geq 5,000$ sf new hard surface area, or $\geq 3/4$ acre of vegetation converted to lawn or landscaped areas, or ≥ 2.5 acres of native vegetation converted to pasture, <u>or</u> <u>$\geq 5,000$ sf of new plus replaced hard surface</u> AND New hard surface is $\geq 50\%$ of the existing hard surface within the project limits (road-related projects), or Proposed improvements are $> 50\%$ of the assessed value of the existing site improvements
Optional Guidance No. 2: Off Site Analysis and Mitigation	$\geq 5,000$ sf of hard surface area ²	$\geq 5,000$ sf of hard surface area ²

1 – City-specific threshold for new development and redevelopment.

2 – City-specific threshold for off-site analysis and mitigation.

Section 4. Title 15 of the Bainbridge Island Municipal Code is hereby amended to add a new Chapter 15.19, *Site Assessment Review*, as shown in Exhibit A.

Section 5. This ordinance shall take effect and be in force on July 1, 2017.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2017.

APPROVED BY THE MAYOR ____ day of _____, 2017.

Val Tollefson, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, City Clerk

FILED WITH THE CITY CLERK:	November 17, 2016
PASSED BY THE CITY COUNCIL:	_____, 2017
PUBLISHED:	_____, 2017
EFFECTIVE DATE:	_____, 2017
ORDINANCE NUMBER:	2017-03

Exhibit A – Chapter 15.19, *Site Assessment Review*

Chapter 15.19

Site Assessment Review

Sections:

15.19.010 Purpose

15.19.020 Authority of the Director

15.19.030 Applicability

15.19.040 Exemptions

15.19.050 Review Process

15.19.060 Decision Criterion

15.19.010 Purpose

The purpose of this chapter is to ensure that the provisions in Chapter 15.20 BIMC, including BIMC 15.20.010, are understood and effectively adhered to as part of the planning related to development or redevelopment of a site, and prior to the undertaking of clearing and grading that occurs in advance of construction activities on a site. All development and redevelopment within the thresholds established in Chapter 15.20 BIMC shall be subject to Low Impact Development (LID) standards regarding surface water and stormwater in order to mimic natural hydrology and to limit pollution of the Puget Sound.

15.19.020 Authority of the Director

The Director of Public Works (“Director”) shall have the authority to:

- A. Administer the provisions of this chapter including, but not limited to, interpreting the chapter and issuing necessary rules and procedures.
- B. Complete Site Assessment Reviews in accordance with this chapter.
- C. Administer and coordinate the enforcement of this chapter and all policies adopted hereunder.
- D. Adjust the fees required by this chapter to be proportional to any increased scope of work for which a review is required. Fees shall be set forth in a fee schedule adopted by the city council by resolution.
- E. Coordinate with other city departments to administer and enforce this chapter.
- F. Assign responsibility for interpretation, application, and enforcement of specified procedures to department staff.
- G. Correct any condition that is a violation of this chapter.

15.19.030 Applicability

No development, including clearing, grading, or other construction activity as described in BIMC Title 15, shall occur until a Site Assessment Review has been completed. Activities subject to this chapter are described below. For applicable activities, a Site Assessment Review shall be completed before any building, clearing, or grading permit applications may be submitted to the city. A Site Assessment Review is required for any of the following activities:

- A. New development– as defined in Chapter 15.20 BIMC
- B. Redevelopment – as defined in Chapter 15.20 BIMC
- C. Grading – as defined in the International Building Code, Appendix J (see Chapter 15.04 BIMC)
- D. Clearing – as defined in Chapter 16.18 BIMC
- E. Paving 800 square feet or more related to:
 - 1. New pavement; or
 - 2. Removing and replacement of surfacing to base course or lower; or
 - 3. Resurfacing by upgrading from dirt to gravel, asphalt, or concrete; upgrading from gravel to asphalt or concrete; or upgrading from a bituminous surface treatment (“chip seal”) to asphalt or concrete.

15.19.040 Exemptions

The following activities shall not require a Site Assessment Review:

- A. Creation of less than 800 square feet of new hard surfaces – as defined in Chapter 15.20 BIMC.
- B. Grading or clearing activities on less than 7,000 square feet or 35% of the site, whichever is smaller, as defined in Chapter 15.20 BIMC.
- C. Commercial Agriculture. Existing commercial agriculture practices involving working the land for production are generally exempt. However, the conversion from timber land to agriculture and the construction of new hard surfaces are not exempt.
- D. Forest Practices. Forest practices regulated under Title 222 WAC are exempt, except for Class IV general forest practices that are conversions from timber land to other uses. Class IV general forest practices are required to obtain a Site Assessment Review, in addition to any other required permits, prior to any clearing, grading, or tree removal.

- E. Road Maintenance. The following road maintenance practices are exempt: pothole and square cut patching, overlaying existing asphalt or concrete pavement with asphalt or concrete without expanding the area of coverage, shoulder grading, reshaping/regrading drainage systems, crack sealing, resurfacing with in-kind material without expanding the road prism, and vegetation maintenance.
- F. New Non-Motorized Shoulder Improvements. New non-motorized shoulder improvements to existing roads are exempt unless the new hard surfaces total 5,000 square feet or more and total 50% or more of the existing hard surfaces within the project limits. The project limits shall be defined by the length of the project, along the right-of-way, and the width of the right-of-way.
- G. Underground Utilities. Underground utility projects that replace the ground surface with in-kind material or materials with similar runoff characteristics are exempt.

15.19.050 Review Process

- A. The Site Assessment Review application, proposed project information, and other data and materials filed by an applicant for a Site Assessment Review shall be analyzed by the Director or his/her designee for a determination of completeness. The Site Assessment Review application shall be considered complete upon the occurrence of all of the following:
 - 1. The determination that the official Site Assessment Review application form is complete.
 - 2. The proposed project information, data, and other materials submitted are adequate to evaluate the proposed project.
 - 3. The Site Assessment Review fee has been paid by the applicant.
- B. All projects that are required to meet Minimum Requirements Nos. 1 – 5, as indicated in BIMC 15.20.060 related to stormwater manual standards, shall submit an application and are required to receive a written endorsement from the Director or his/her designee as provided in BIMC 15.19.050.D. prior to the city accepting any other development application. Projects required to meet Minimum Requirements 1 – 9 as indicated in BIMC 15.20.060 may submit an application concurrently with the request for a preapplication conference identified in BIMC 2.16.020. If the preapplication conference is waived in accordance with BIMC 2.16.020, the application and endorsement required by this chapter shall be completed prior to any other development application being accepted by the city.
- C. Those projects required to only meet Minimum Requirement No. 2 as indicated in BIMC 15.20.060 are encouraged to make use of the Site Assessment Review process prior to application for any required permits.
- D. The complete Site Assessment Review application, proposed project information, data, and other materials shall be reviewed by the Director or his/her designee for compliance based on the decision criteria in BIMC 15.19.060, and any other applicable regulations adopted by this chapter and other applicable laws and regulations. If the Director or his/her designee

determines that an applicant has completed the required Site Assessment Review, he/she shall endorse the review in writing with or without recommendations.

- E. The Department of Public Works or its designee may conduct a site visit(s) as part of the Site Assessment Review process and a review meeting shall be scheduled with the applicant.
- F. **Validity.** The completion of a Site Assessment Review shall not prevent the Director or his/her designee from thereafter requiring the correction of errors in an applicant's Site Assessment Review proposed project information or other data. An endorsed Site Assessment Review is not a permit and does not vest future development permits to any future updates to Chapter 15.20 BIMC. Any future building, clearing, or grading permit application that is utilizing a completed Site Assessment Review must comply with any applicable laws and city regulations that are in effect at the time such a development permit application is submitted.

15.19.060 Decision Criterion

The Director or his/her designee shall deem a Site Assessment Review complete if the information provided in the application demonstrates that the proposed actions and the information submitted comply with LID practices, as described in Chapter 15.20 BIMC and the adopted LID Manual, to the maximum extent practicable. Subsequent development permits (i.e., building, clearing, or grading) shall substantially conform with the completed Site Assessment Review. A Site Assessment Review may be endorsed with conditions or recommendations for future development permits.

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: 7:50 PM 2017 Aquatic Lands Lease and 2011 Aquatic Lands Agreement Amendment with Department of Natural Resources for Eagle Harbor, AB 17-065 - Executive (Pg. 65)	Date: 4/25/2017
Agenda Item: UNFINISHED BUSINESS	Bill No.: 17-065
Proposed By: Deputy City Manager Morgan Smith	Referrals(s):

BUDGET INFORMATION

Department: Executive	Fund: General Fund
Expenditure Req: \$3,989	Budgeted? No Budget Amend. Req? No

REFERRALS/REVIEW

: 4/18/2017	Recommendation: Move to April 25, 2017 meeting for consideration.
City Manager: Yes	Legal: Yes Finance:

DESCRIPTION/BACKGROUND

In 2011, the City executed a lease with the Washington State Department of Natural Resources (DNR) for the portion of Eagle Harbor around the City Dock and around the City's Open Water Marina (OWM). The term of that lease was 12 years, with expiration in January, 2023.

The City project to replace the City Dock is largely supported by grant funding from the Washington State Recreation and Conservation Office (RCO). The conditions of that funding require the City to control the property for a period of 25 years. This condition necessitated the need for a new lease with DNR, to provide a lease term sufficient to meet the RCO requirements.

Within this new lease, there are several items that are changed relative to the current lease:

- Lease term is extended through April, 2043 (26 years from execution).
- Stewardship measures are identified for the Bainbridge Island Parks and Recreation District sailing float (page 40).
- The City may switch to a single-point moorage for OWM tenants, which is preferred for marina management (pg. 35).
- Annual rent charged to the City from DNR is comparable to current levels (\$15,748 for 2018, compared to \$16,573 under the existing lease).

DNR has provided a new lease agreement with an effective date of May 1, 2017. In addition, DNR has provided an amendment to the existing 2011 lease, which serves to terminate the existing agreement as of April 30, 2017.

RECOMMENDED ACTION/MOTION

I move that the City Council authorize the City Manager to execute the proposed new lease agreement for Eagle Harbor between the City of Bainbridge Island and the Washington State Department of Natural Resources, and to also execute the related proposed lease amendment to terminate the City's existing lease with DNR.

ATTACHMENTS:

Description	Type
▣ 2017 Aquatic Lease	Backup Material
▣ 2011 Aquatic Lands Agreement Amendment	Backup Material

When recorded, return to:
City Manager
City of Bainbridge Island
280 Madison Ave N
Bainbridge Island, WA 98110-1812



AQUATIC LANDS LEASE

Lease No. 20-A85592

Grantor: Washington State Department of Natural Resources
Grantee(s): City of Bainbridge Island
Legal Description: Area A - Section 26, Township 25 North, Range 2 East, W.M.
Area B - Sections 34 and 35, Township 25 North, Range 2 East, W.M.
Assessor's Property Tax Parcel or Account Number: N/A
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this lease: 4114-002-001

THIS LEASE is between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and CITY OF BAINBRIDGE ISLAND, a government agency ("Tenant").

BACKGROUND

Tenant desires to lease the aquatic lands commonly known as Eagle Harbor, which are bedlands located in Kitsap County, Washington, from State, and State desires to lease the property to Tenant pursuant to the terms and conditions of this Lease. State has authority to enter into this

Lease under Chapter 43.12, Chapter 43.30 and Title 79 of the Revised Code of Washington (RCW).

THEREFORE, the Parties agree as follows:

SECTION 1 PROPERTY

1.1 Property Defined.

- (a) State leases to Tenant and Tenant leases from State the real property described in Exhibit A together with all the rights of State, if any, to improvements on and easements benefiting the Property, but subject to the exceptions and restrictions set forth in this Lease (collectively the "Property").
- (b) This Lease is subject to all valid interests of third parties noted in the records of Kitsap County, or on file in the Office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes.
- (c) This Lease does not include a right to harvest, collect, or damage natural resources, including aquatic life or living plants; water rights; mineral rights; or a right to excavate or withdraw sand, gravel, or other valuable materials, except to the extent expressly permitted in Exhibit B.
- (d) State reserves the right to grant easements and other land uses on the Property to others when the easement or other land uses will not interfere unreasonably with the Permitted Use.

1.2 Survey and Property Descriptions.

- (a) Tenant prepared Exhibit A, which describes the Property. Tenant warrants that Exhibit A is a true and accurate description of the Lease boundaries and the improvements to be constructed or already existing in the Lease area. Tenant's obligation to provide a true and accurate description of the Property boundaries is a material term of this Lease.
- (b) State's acceptance of Exhibit A does not constitute agreement that Tenant's property description accurately reflects the actual amount of land used by Tenant. State reserves the right to retroactively adjust rent if at any time during the term of the Lease State discovers a discrepancy between Tenant's property description and the area actually used by Tenant.
- (c) State accepts a preliminary Exhibit A upon the Commencement Date of this Lease. Tenant shall submit a final Exhibit A for State's approval within Two Hundred Seventy (270) days of the Commencement Date. Upon State's written approval, the final Exhibit A supersedes the preliminary Exhibit A. Until superseded, the preliminary Exhibit A has full legal effect.

1.3 Inspection. State makes no representation regarding the condition of the Property, improvements located on the Property, the suitability of the Property for Tenant's Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Property, or the existence of hazardous substances on the Property. Tenant inspected the Property and accepts it "AS IS."

SECTION 2 USE

2.1 Permitted Use. Tenant shall use the Property for: public use and access Waterfront Dock with Kayak Racks, Sail Float, and Open Water Moorage and Anchorage Area (the “Permitted Use”), and for no other purpose. This is a mixed use, with 836,722 square feet of water-dependent use and 1,920 square feet of nonwater-dependent use. Exhibit B describes the Permitted Use in detail. The Permitted Use is subject to additional obligations in Exhibit B.

2.2 Restrictions on Permitted Use and Operations. The following limitations apply to the Property and adjacent state-owned aquatic land. Tenant’s compliance with the following does not limit Tenant’s liability under any other provision of this Lease.

- (a) Tenant shall not cause or permit:
 - (1) Damage to natural resources, except to the extent expressly permitted in Exhibit B,
 - (2) Waste, or
 - (3) Deposit of material, unless approved by State in writing and except to the extent expressly permitted in Exhibit B. This prohibition includes deposit of fill, rock, earth, ballast, wood waste, refuse, garbage, waste matter, pollutants of any type, or other matter.
- (b) Tenant shall not cause or permit grounding, scour, or damage to aquatic land and vegetation. This prohibition includes the following limitations:
 - (1) If equipment contains or is covered with petroleum based products: (1) Tenant shall not pressure wash such equipment in or over the water and (2) all wash water must be contained and taken to an approved treatment facility. Tenant shall collect or sweep up non-organic debris accumulations on structures resulting from pressure washing and properly dispose of such debris in an upland location. Tenant shall pressure wash using only clean water. Tenant shall not use or add to the pressure washing unit any detergents or other cleaning agents. Tenant shall pressure wash painted structures using appropriate filter fabric to control and contain paint particles generated by the pressure washing.
- (c) Nothing in this Lease shall be interpreted as an authorization to dredge the Property. Tenant may submit an application in writing to State for a right of entry to authorize dredging. Except as permitted under the terms of a written right of entry issued by State pursuant to Tenant’s application, Tenant shall not cause or permit dredging on the Property. State will not approve an application for a right of entry for dredging unless:
 - (1) The proposed dredging is required for flood control, maintenance of existing vessel traffic lanes, or maintenance of water intakes;
 - (2) The proposed dredging is consistent with State’s management plans, if any; and

- (3) State determines the dredging proposal is otherwise in the best interest of the State. Tenant shall maintain authorized dredge basins in a manner that prevents internal deeper pockets.
- (d) Tenant shall limit the number of residential slips, and shall manage residential uses on the Property, in accordance with the provisions of WAC 332-30-171 and as specified in Exhibit B.

2.3 Conformance with Laws. Tenant shall, at all times, keep current and comply with all conditions and terms of permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding Tenant's use or occupancy of the Property.

2.4 Liens and Encumbrances. Unless expressly authorized by State in writing, Tenant shall keep the Property free and clear of liens or encumbrances arising from the Permitted Use or Tenant's occupancy of the Property.

SECTION 3 TERM

3.1 Term Defined. The term of this Lease is Twenty-Six (26) years (the "Term"), beginning on the 1st day of May, 2017 (the "Commencement Date"), and ending on the 30th day of April, 2043 (the "Termination Date"), unless terminated sooner under the terms of this Lease.

3.2 Renewal of the Lease. This Lease does not provide a right of renewal. Tenant may apply for a new lease, which State has discretion to grant. Tenant must apply for a new lease at least one (1) year prior to Termination Date. State will notify Tenant within ninety (90) days of its intent to approve or deny a new Lease.

3.3 End of Term.

- (a) Upon the expiration or termination of this Lease, Tenant shall remove Improvements in accordance with Section 7, Improvements, and surrender the Property to State in the same or better condition as on the Commencement Date, reasonable wear and tear excepted.
- (b) Definition of Reasonable Wear and Tear.
 - (1) Reasonable wear and tear is deterioration resulting from the Permitted Use that has occurred without neglect, negligence, carelessness, accident, or abuse of the Property by Tenant or any other person on the premises with the permission of Tenant.
 - (2) Reasonable wear and tear does not include unauthorized deposit of material prohibited under Paragraph 2.2 regardless of whether the deposit is incidental to or the byproduct of the Permitted Use.
- (c) If Property is in worse condition, excepting for reasonable wear and tear, on the surrender date than on the Commencement Date, the following provisions apply.
 - (1) State shall provide Tenant a reasonable time to take all steps necessary to remedy the condition of the Property. State may require Tenant to enter into a right-of-entry or other use authorization prior to the Tenant entering the Property if the Lease has terminated.

- (2) If Tenant fails to remedy the condition of the Property in a timely manner, State may take steps reasonably necessary to remedy Tenant's failure. Upon demand by State, Tenant shall pay all costs of State's remedy, including but not limited to the costs of removing and disposing of material deposited improperly on the Property, lost revenue resulting from the condition of the Property, and administrative costs associated with the State's remedy.

3.4 Holdover.

- (a) If Tenant remains in possession of the Property after the Termination Date, the occupancy will not be an extension or renewal of the Term. The occupancy will be a month-to-month tenancy, on terms identical to the terms of this Lease, which either Party may terminate on thirty (30) days' written notice.
 - (1) The monthly rent during the holdover will be the same rent that would be due if the Lease were still in effect and all adjustments in rent were made in accordance with its terms.
 - (2) Payment of more than the monthly rent will not be construed to create a periodic tenancy longer than month-to-month. If Tenant pays more than the monthly rent and State provides notice to vacate the property, State shall refund the amount of excess payment remaining after the Tenant ceases occupation of the Property.
- (b) If State notifies Tenant to vacate the Property and Tenant fails to do so within the time set forth in the notice, Tenant will be a trespasser and shall owe the State all amounts due under RCW 79.02.300 or other applicable laws.

SECTION 4 RENT

4.1 Annual Rent.

- (a) Until adjusted as set forth below, Tenant shall pay to State an annual rent of Fifteen Thousand Seven Hundred Forty-Eight Dollars and Thirty-One Cents (\$15,748.31), consisting of Twelve Thousand Eight Hundred Eighty-Eight Dollars and Thirty-One Cents (\$12,888.31) related to the water-dependent use and Two Thousand Eight Hundred Sixty Dollars (\$2,860) related to the nonwater-dependent use.
- (b) The annual rent, as it currently exists or as adjusted or modified (the "Annual Rent"), is due and payable in full on or before the Commencement Date and on or before the same date of each year thereafter. Any payment not paid by State's close of business on the date due is past due.
- (c) Public Use and Access. This Use allows for free or reduced rent for public use and access that meets the requirements of WAC 332-30-131. If the Use ceases to meet these requirements, the State will charge Tenant water-dependent rent.

4.2 Payment Place. Tenant shall make payment to Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

4.3 Adjustment Based on Use. Annual Rent is based on Tenant's Permitted Use of the Property, as described in Section 2 above. If Tenant's Permitted Use changes, the Annual Rent shall be adjusted as appropriate for the changed use.

4.4 Rent Adjustment Procedures.

- (a) Notice of Rent Adjustment. State shall provide notice of adjustments to the Annual Rent allowed under Paragraphs 4.5(b) and 4.6(b) to Tenant in writing no later than ninety (90) days after the anniversary date of the Lease.
- (b) Procedures on Failure to make Timely Adjustment. If the State fails to provide the notice required in Paragraph 4.4(a), State shall not collect the adjustment amount for the year in which State failed to provide notice. Upon providing notice of adjustment, State may adjust and prospectively bill Annual Rent as if missed or waived adjustments had been implemented at the proper interval. This includes the implementation of any inflation adjustment.

4.5 Rent Adjustments for Water-Dependent Uses.

- (a) Inflation Adjustment. State shall adjust water-dependent rent annually pursuant to RCW 79.105.200-.360, except in those years in which State revalues the rent under Paragraph 4.5(b) below. This adjustment will be effective on the anniversary of the Commencement Date.
- (b) Revaluation of Rent. At the end of the first four-year period of the Term, and at the end of each subsequent four-year period, State shall revalue the water-dependent Annual Rent in accordance with RCW 79.105.200-.360.
- (c) Rent Cap. State shall increase rent incrementally in compliance with RCW 79.105.260 as follows: If application of the statutory rent formula for water-dependent uses would result in an increase in the rent attributable to such uses of more than fifty percent (50%) in any one year, State shall limit the actual increase implemented in such year to fifty percent (50%) of the then-existing rent. In subsequent, successive years, State shall increase the rental amount incrementally until the State implements the full amount of increase as determined by the statutory rent formula.

4.6 Rent Adjustments for Nonwater-Dependent Uses.

- (a) Inflation Adjustment. Except in those years in which State revalues the rent under Paragraph 4.5(b) below, State shall adjust nonwater-dependent rent annually on the Commencement Date. Adjustment is based on the percentage rate of change in the previous calendar year's Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, for the Seattle-Tacoma-Bremerton CMSA, All Urban Consumers, all items 1982-84 = 100. If publication of the Consumer Price Index is discontinued, State shall use a reliable governmental or other nonpartisan publication evaluating the information used in determining the Consumer Price Index.
- (b) Revaluation of Rent.
 - (1) At the end of the first four-year period of the Term, and at the end of each subsequent four-year period, State shall revalue the nonwater-dependent Annual Rent to reflect the then-current fair market rent.

- (2) If State and Tenant cannot reach agreement on the fair market rental value, the Parties shall submit the valuation to a review board of appraisers. The board must consist of three members, one selected by and at the cost of Tenant; a second member selected by and at the cost of State; and a third member selected by the other two members with the cost shared equally by State and Tenant. The decision of the majority of the board binds the Parties. Until the Parties agree to, or the review board establishes, the new rent, Tenant shall pay rent in the same amount established for the preceding year. If the board determines additional rent is required, Tenant shall pay the additional rent within ten (10) days of the board's decision. If the board determines a refund is required, State shall pay the refund within ten (10) days of the board's decision.

SECTION 5 OTHER EXPENSES

5.1 Utilities. Tenant shall pay all fees charged for utilities required or needed by the Permitted Use.

5.2 Taxes and Assessments. Tenant shall pay all taxes (including leasehold excise taxes), assessments, and other governmental charges applicable or attributable to the Property, Tenant's leasehold interest, the improvements, or Tenant's use and enjoyment of the Property.

5.3 Right to Contest. If in good faith, Tenant may contest any tax or assessment at its sole cost and expense. At the request of State, Tenant shall furnish reasonable protection in the form of a bond or other security, satisfactory to State, against loss or liability resulting from such contest.

5.4 Proof of Payment. If required by State, Tenant shall furnish to State receipts or other appropriate evidence establishing the payment of amounts this Lease requires Tenant to pay.

5.5 Failure to Pay. If Tenant fails to pay amounts due under this Lease, State may pay the amount due, and recover its cost in accordance with Section 6.

SECTION 6 LATE PAYMENTS AND OTHER CHARGES

6.1 Failure to Pay Rent. Failure to pay rent is a default by the Tenant. State may seek remedies under Section 14 as well as late charges and interest as provided in this Section 6.

6.2 Late Charge. If State does not receive full rent payment within ten (10) days of the date due, Tenant shall pay to State a late charge equal to four percent (4%) of the unpaid amount or Fifty Dollars (\$50), whichever is greater, to defray the overhead expenses of State incident to the delay.

6.3 Interest Penalty for Past Due Rent and Other Sums Owed.

- (a) Tenant shall pay interest on the past due rent at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Paragraph 6.2. Rent not paid by the close of business on the due date will begin accruing interest the day after the due date.
- (b) If State pays or advances any amounts for or on behalf of Tenant, Tenant shall reimburse State for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date State notifies Tenant of the payment or advance. This includes, but is not limited to, State's payment of taxes of any kind, assessments, insurance premiums, costs of removal and disposal of materials or Improvements under any provision of this Lease, or other amounts not paid when due.

6.4 Referral to Collection Agency and Collection Agency Fees. If State does not receive full payment within thirty (30) days of the due date, State may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Tenant shall pay collection agency fees in addition to the unpaid amount.

6.5 No Accord and Satisfaction. If Tenant pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. State may accept payment in any amount without prejudice to State's right to recover the balance of the rent or pursue any other right or remedy. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment constitutes accord and satisfaction.

6.6 No Counterclaim, Setoff, or Abatement of Rent. Except as expressly set forth elsewhere in this Lease, Tenant shall pay rent and all other sums payable by Tenant without the requirement that State provide prior notice or demand. Tenant's payment is not subject to counterclaim, setoff, deduction, defense or abatement.

SECTION 7 IMPROVEMENTS

7.1 Improvements Defined.

- (a) "Improvements," consistent with RCW 79.105 through 79.145, are additions within, upon, or attached to the land. This includes, but is not limited to, fill, structures, bulkheads, docks, pilings, and other fixtures.
- (b) "Personal Property" means items that can be removed from the Property without (1) injury to the Property or Improvements or (2) diminishing the value or utility of the Property or Improvements.
- (c) "State-Owned Improvements" are Improvements made or owned by State. State-Owned Improvements includes any construction, alteration, or addition to State-Owned Improvements made by Tenant.
- (d) "Tenant-Owned Improvements" are Improvements authorized by State and (1) made by Tenant or (2) acquired by Tenant from the prior tenant.

- (e) “Unauthorized Improvements” are Improvements made on the Property without State’s prior consent or Improvements made by Tenant that do not conform to plans submitted to and approved by the State.

7.2 Existing Improvements. On the Commencement Date, the following Improvements are located on the Property: a Waterfront Dock, the Sail Float, and the Open Water Moorage and Anchorage Area linear moorage system and single-point moorage buoys. The Improvements are Tenant-Owned Improvements.

7.3 Construction, Major Repair, Modification, and Demolition.

- (a) This Paragraph 7.3 governs construction, alteration, replacement, major repair, modification, demolition, and deconstruction of Improvements (“Work”).
- (b) All Work must conform to requirements under Paragraph 7.4. Paragraph 11.3, which applies to maintenance and minor repair, also applies to all Work under this Paragraph 7.3.
- (c) Except in an emergency, Tenant shall not conduct Work, without State’s prior written consent, as follows:
 - (1) State may deny consent if State determines that denial is in the best interests of the State or if proposed Work does not comply with Paragraphs 7.4 and 11.3. State may impose additional conditions reasonably intended to protect and preserve the Property. If Work is for removal of Improvements at End of Term, State may waive removal of some or all Improvements.
 - (2) Except in an emergency, Tenant shall submit to State plans and specifications describing the proposed Work at least sixty (60) days before submitting permit applications to regulatory authorities unless Tenant and State otherwise agree to coordinate permit applications. At a minimum, or if no permits are necessary, Tenant shall submit plans and specifications at least ninety (90) days before commencement of Work.
 - (3) State waives the requirement for consent if State does not notify Tenant of its grant or denial of consent within sixty (60) days of submittal.
- (d) Tenant shall notify State of emergency Work within five (5) business days of the start of such Work. Upon State’s request, Tenant shall provide State with plans and specifications or as-builts of emergency Work.
- (e) Tenant shall not commence or authorize Work until Tenant or Tenant’s contractor has:
 - (1) Obtained a performance and payment bond in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of construction. Tenant shall maintain the performance and payment bond until Tenant pays in full the costs of the Work, including all laborers and material persons.
 - (2) Obtained all required permits.
- (f) Before completing Work, Tenant shall remove all debris and restore the Property to an orderly and safe condition. If Work is intended for removal of Improvements at End of Term, Tenant shall restore the Property in accordance with Paragraph 3.3, End of Term.

- (g) Upon completing work, Tenant shall promptly provide State with as-built plans and specifications.
- (h) State shall not charge rent for authorized Improvements installed by Tenant during this Term of this Lease, but State may charge rent for such Improvements when and if Tenant or successor obtains a subsequent use authorization for the Property and State has waived the requirement for Improvements to be removed as provided in Paragraph 7.5.

7.4 Standards for Work.

- (a) Applicability of Standards for Work.
 - (1) The standards for Work in Paragraph 7.4(b) apply to Work commenced in the five year period following the Commencement Date. Work commences when State approves plans and specifications.
 - (2) If Tenant commences Work five years or more after the Commencement Date, Tenant shall comply with State's then current standards for Work.
 - (3) Tenant may ascertain State's current standards for Work as follows:
 - (i) Before submitting plans and specifications for State's approval as required by Paragraph 7.3 of the Lease, Tenant shall request State to provide Tenant with then current standards for Work on State-owned Aquatic Lands.
 - (ii) Within thirty (30) days of receiving Tenant's request, State shall provide Tenant with current standards for Work, which will be effective for the purpose of State's approval of Tenant's proposed Work provided Tenant submits plans and specifications for State's approval within two (2) years of Tenant's request for standards.
 - (iii) If State does not timely provide current standards upon Tenant's request, the standards under Paragraph 7.4(b) apply to Tenant's Work provided Tenant submits plans and specifications as required by Paragraph 7.3 within two (2) years of Tenant's request for standards.
 - (iv) If Tenant fails to (1) make a request for current standards or (2) timely submit plans and specifications to State after receiving current standards, Tenant shall make changes in plans or Work necessary to conform to current standards for Work upon State's demand.
- (b) Standards for Work.
 - (1) State will not approve plans to construct new Improvements or expand existing Improvements in or over habitats designated by State as important habitat. Tenant shall confirm location of important habitat on Property, if any, with State before submitting plans and specifications in accordance with Paragraph 7.3.
 - (2) Tenant shall not install skirting on any overwater structure.
 - (3) Tenant shall only conduct in-water Work during time periods authorized for such work under WAC 220-660-330, Authorized Work Times in Saltwater Areas, as amended, or as otherwise directed by the Washington

- Department of Fish and Wildlife (WDFW) or United States Fish and Wildlife Service (USFWS) or National Marine Fisheries Service (NMFS).
- (4) Tenant shall use embedded anchors and midline floats on all anchored structures and buoys.
 - (5) Tenant shall install grating on new floats, piers, wharves, fingers, docks, fixed docks, and/or gangways as follows: For floats, fingers, and docks, Tenant shall install unobstructed grating on at least fifty (50) percent of the surface area; grating material must have at least sixty (60) percent functional open space or 40 percent or greater multi-directional open space. For gangways, piers, wharves, and fixed docks, Tenant shall install grating on one hundred (100) percent of the surface area; grating material must have at least sixty (60) percent functional open space or forty (40) percent or greater multi-directional open space.
 - (6) Tenant shall orient navigation channels and entrances to facilities to avoid dredging.
 - (7) Tenant shall maximize water exchange by locating facility openings to promote flushing and prevent trapping surface debris and oily residue.

7.5 Tenant-Owned Improvements at End of Lease.

- (a) Disposition.
 - (1) Tenant shall remove Tenant-Owned Improvements in accordance with Paragraph 7.3 upon the expiration, termination, or cancellation of the Lease unless State waives the requirement for removal.
 - (2) Tenant-Owned Improvements remaining on the Property on the expiration, termination, or cancellation date shall become State-Owned Improvements without payment by State, unless State elects otherwise. State may refuse or waive ownership. If RCW 79.125.300 or 79.130.040 apply at the time this Lease expires, Tenant could be entitled to payment by the new tenant for Tenant-Owned Improvements.
 - (3) If Tenant-Owned Improvements remain on the Property after the expiration, termination, or cancellation date without State's consent, State may remove all Improvements and Tenant shall pay State's costs.
- (b) Conditions Under Which State May Waive Removal of Tenant-Owned Improvements.
 - (1) State may waive removal of some or all Tenant-Owned Improvements whenever State determines that it is in the best interests of the State and regardless of whether Tenant re-leases the Property.
 - (2) If Tenant re-leases the Property, State may waive requirement to remove Tenant-Owned Improvements. State also may consent to Tenant's continued ownership of Tenant-Owned Improvements.
 - (3) If Tenant does not re-lease the Property, State may waive requirement to remove Tenant-Owned Improvements upon consideration of a timely request from Tenant, as follows:
 - (i) Tenant must notify State at least one (1) year before the Termination Date of its request to leave Tenant-Owned Improvements.

- (ii) State, within ninety (90) days of receiving Tenant's notification, will notify Tenant whether State consents to some or all Tenant-Owned Improvements remaining. State has no obligation to grant consent.
 - (iii) State's failure to respond to Tenant's request to leave Improvements within ninety (90) days is a denial of the request.
- (c) Tenant's Obligations if State Waives Removal.
 - (1) Tenant shall not remove Improvements if State waives the requirement for removal of some or all Tenant-Owned Improvements.
 - (2) Tenant shall maintain such Improvements in accordance with this Lease until the expiration, termination, or cancellation date. Tenant is liable to State for cost of repair if Tenant causes or allows damage to Improvements State has designated to remain.

7.6 Disposition of Unauthorized Improvements.

- (a) Unauthorized Improvements belong to State, unless State elects otherwise.
- (b) State may either:
 - (1) Consent to Tenant ownership of the Improvements, or
 - (2) Charge rent for use of the Improvements from the time of installation or construction and
 - (i) Require Tenant to remove the Improvements in accordance with Paragraph 7.3, in which case Tenant shall pay rent for the Improvements until removal, or
 - (ii) Consent to Improvements remaining and Tenant shall pay rent for the use of the Improvements, or
 - (iii) Remove Improvements and Tenant shall pay for the cost of removal and disposal, in which case Tenant shall pay rent for use of the Improvements until removal and disposal.

7.7 Disposition of Personal Property.

- (a) Tenant retains ownership of Personal Property unless Tenant and State agree otherwise in writing.
- (b) Tenant shall remove Personal Property from the Property by the Termination Date. Tenant is liable for damage to the Property and Improvements resulting from removal of Personal Property.
- (c) State may sell or dispose of all Personal Property left on the Property after the Termination Date.
 - (1) If State conducts a sale of Personal Property, State shall apply proceeds first to the State's administrative costs in conducting the sale, second to payment of amount that then may be due from the Tenant to the State. State shall pay the remainder, if any, to the Tenant.
 - (2) If State disposes of Personal Property, Tenant shall pay for the cost of removal and disposal.

SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

8.1 Definitions.

- (a) “Hazardous Substance” means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup.
- (b) “Release or threatened release of Hazardous Substance” means a release or threatened release as defined under any law described in Paragraph 8.1(a).
- (c) “Utmost care” means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances; the standard of care applicable under the Washington State Model Toxics Control Act (“MTCA”), Chapter 70.105 RCW, as amended.
- (d) “Tenant and affiliates” when used in this Section 8 means Tenant or Tenant’s subtenants, contractors, agents, employees, guests, invitees, licensees, affiliates, or any person on the Property with the Tenant’s permission.
- (e) “Liabilities” as used in this Section 8 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys’ fees and disbursements), penalties, or judgments.

8.2 General Conditions.

- (a) Tenant’s obligations under this Section 8 extend to the area in, on, under, or above
 - (1) The Property and
 - (2) Adjacent state-owned aquatic lands if affected by a release of Hazardous Substances that occurs as a result of the Permitted Use.
- (b) Standard of Care.
 - (1) Tenant shall exercise the utmost care with respect to Hazardous Substances.
 - (2) Tenant shall exercise utmost care for the foreseeable acts or omissions of third parties with respect to Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish a viable, third-party defense under the law.

8.3 Current Conditions and Duty to Investigate.

- (a) State makes no representation about the condition of the Property. Hazardous Substances may exist in, on, under, or above the Property.
- (b) This Lease does not impose a duty on State to conduct investigations or supply information to Tenant about Hazardous Substances.
- (c) Tenant is responsible for conducting all appropriate inquiry and gathering sufficient information about the existence, scope, and location of Hazardous Substances on or near the Property necessary for Tenant to meet Tenant’s obligations under this Lease and utilize the Property for the Permitted Use.

8.4 Use of Hazardous Substances.

- (a) Tenant and affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.
- (b) Tenant shall not undertake, or allow others to undertake by Tenant's permission, acquiescence, or failure to act, activities that result in a release or threatened release of Hazardous Substances.
- (c) If use of Hazardous Substances related to Tenant's use or occupancy of the Property results in violation of law:
 - (1) Tenant shall submit to State any plans for remedying the violations, and
 - (2) Tenant shall implement any remedial measures to restore the Property or natural resources that State may require in addition to remedial measures required by regulatory authorities.
- (d) At a minimum, Tenant and affiliates shall observe the following Hazardous Substances operational standards. If the Washington Department of Ecology, U.S. Environmental Protection Agency or other regulatory agency establishes different standards applicable to Tenant's activities under the Permitted Use, Tenant shall meet the standard that provides greater protection to the environment.
 - (1) Tenant shall not allow work on overwater structures or vessels without protective measures to prevent discharge of toxins to the water, including:
 - (i) Tenant shall not cause or allow underwater hull scraping and other underwater removal of paints.
 - (ii) Tenant shall not cause or allow underwater refinishing work from boats or temporary floats unless permitted by an industrial National Pollutant Discharge Elimination System (NPDES) permit.
 - (iii) Tenant shall not cause or allow above the waterline boat repairs or refinishing in-water except if limited to decks and superstructures and less than 25 percent of a boat is repaired or refinished in-water per year.
 - (iv) Tenant shall use and require others to use tarps and other dust, drip and spill containment measures when repairing or refinishing boats in water.
 - (2) Tenant shall not store or allow others to store fuel tanks, petroleum products, hydraulic fluid, machinery coolants, lubricants and chemicals not in use in locations above the water surface.
 - (3) Tenant shall inspect all equipment using petroleum products, hydraulic fluids, machinery coolants, chemicals, or other toxic or deleterious materials on a monthly basis and immediately make all repairs necessary to stop leakage. Tenant shall submit to State an annual report documenting inspections and repair.
 - (4) Tenant shall maintain a supply of oil spill containment materials adequate to contain a spill from the largest vessel in use on the Property.
 - (5) Tenant shall not use or allow use of a pressure washer at any location above the water surface to clean any item that uses petroleum products.

8.5 Management of Contamination, if any.

- (a) Tenant and affiliates shall not undertake activities that:
 - (1) Damage or interfere with the operation of remedial or restoration activities, if any;
 - (2) Result in human or environmental exposure to contaminated sediments, if any;
 - (3) Result in the mechanical or chemical disturbance of on-site habitat mitigation, if any.
- (b) If requested, Tenant shall allow reasonable access to:
 - (1) Employees and authorized agents of the Environmental Protection Agency, the Washington State Department of Ecology, health department, or other similar environmental agencies; and
 - (2) Potentially liable or responsible parties who are the subject of an order or consent decree that requires access to the Property. Tenant may negotiate an access agreement with such parties, but Tenant may not unreasonably withhold such agreement.

8.6 Notification and Reporting.

- (a) Tenant shall immediately notify State if Tenant becomes aware of any of the following:
 - (1) A release or threatened release of Hazardous Substances;
 - (2) Any new discovery of or new information about a problem or liability related to, or derived from, the presence of Hazardous Substances;
 - (3) Any lien or action arising from Hazardous Substances;
 - (4) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances;
 - (5) Any notification from the US Environmental Protection Agency (EPA) or the Washington State Department of Ecology (DOE) that remediation or removal of Hazardous Substances is or may be required at the Property.
- (b) Tenant's duty to report under Paragraph 8.6(a) extends to lands described in Paragraph 8.2(a) and to any other property used by Tenant in conjunction with the Property if a release of Hazardous Substances on the other property could affect the Property.
- (c) Tenant shall provide State with copies of all documents Tenant submits to any federal, state or local authorities concerning environmental impacts or proposals relative to the Property. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollution Discharge and Elimination System Permits; Army Corps of Engineers permits; State Hydraulic Project Approvals (HPA); State Water Quality certification; Substantial Development permit; and any reporting necessary for the existence, location, and storage of Hazardous Substances on the Property.

8.7 Indemnification.

- (a) Tenant shall fully indemnify, defend, and hold State harmless from and against Liabilities that arise out of, or relate to:

- (1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Tenant and affiliates occurring whenever Tenant occupies or has occupied the Property;
- (2) The release or threatened release of any Hazardous Substance resulting from any act or omission of Tenant and affiliates occurring whenever Tenant occupies or has occupied the Property.
- (b) Tenant shall fully indemnify, defend, and hold State harmless for Liabilities that arise out of or relate to Tenant's breach of obligations under Paragraph 8.5.

8.8 Reservation of Rights.

- (a) For Liabilities not covered by the indemnification provisions of Paragraph 8.7, the Parties expressly reserve and do not waive any rights, claims, immunities, causes of action, or defenses relating to Hazardous Substances that either Party may have against the other under law.
- (b) The Parties expressly reserve all rights, claims, immunities, and defenses either Party may have against third parties. Nothing in this Section 8 benefits or creates rights for third parties.
- (c) The allocations of risks, Liabilities, and responsibilities set forth in this Section 8 do not release either Party from or affect the liability of either Party for Hazardous Substances claims or actions by regulatory agencies.

8.9 Cleanup.

- (a) If Tenant's act, omission, or breach of obligation under Paragraph 8.4 results in a release of Hazardous Substances that exceeds the threshold limits of any applicable regulatory standard, Tenant shall, at Tenant's sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances in accordance with applicable law.
- (b) Tenant may undertake a cleanup of the Property pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that Tenant cooperates with the Department of Natural Resources in development of cleanup plans. Tenant shall not proceed with Voluntary Cleanup without the Department of Natural Resources approval of final plans. Nothing in the operation of this provision is an agreement by the Department of Natural Resources that the Voluntary Cleanup complies with any laws or with the provisions of this Lease. Tenant's completion of a Voluntary Cleanup is not a release from or waiver of any obligation for Hazardous Substances under this Lease.

8.10 Sampling by State, Reimbursement, and Split Samples.

- (a) State may enter the Property and conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Property at any time to determine the existence, scope, or effects of Hazardous Substances.
- (b) If such Tests, along with any other information, demonstrate a breach of Tenant's obligations regarding Hazardous Substances under this Lease, Tenant shall promptly reimburse State for all costs associated with the Tests, provided State gave Tenant thirty (30) calendar days advance notice in nonemergencies and reasonably practical notice in emergencies.

- (c) In nonemergencies, Tenant is entitled to obtain split samples of Test samples, provided Tenant gives State written notice requesting split samples at least ten (10) calendar days before State conducts Tests. Upon demand, Tenant shall promptly reimburse State for additional cost, if any, of split samples.
- (d) If either Party conducts Tests on the Property, the conducting Party shall provide the other with validated final data and quality assurance/quality control/chain of custody information about the Tests within sixty (60) calendar days of a written request by the other party, unless Tests are part of a submittal under Paragraph 8.6(c) in which case Tenant shall submit data and information to State without written request by State. Neither party is obligated to provide any analytical summaries or the work product of experts.

SECTION 9 ASSIGNMENT AND SUBLETTING

9.1 State Consent Required. Tenant shall not convey, transfer, or encumber any part of Tenant's interest in this Lease or the Property without State's prior written consent, which State shall not unreasonably condition or withhold.

- (a) In determining whether to consent, State may consider, among other items, the proposed transferee's financial condition, business reputation, and experience, the nature of the proposed transferee's business, the then-current value of the Property, and such other factors as may reasonably bear upon the suitability of the transferee as a tenant of the Property. State may refuse its consent to any conveyance, transfer, or encumbrance if it will result in a subdivision of the leasehold. Tenant shall submit information regarding any proposed transferee to State at least thirty (30) days prior to the date of the proposed transfer.
- (b) State reserves the right to condition its consent upon:
 - (1) Changes in the terms and conditions of this Lease, including, but not limited to, the Annual Rent; and/or
 - (2) The agreement of Tenant or transferee to conduct Tests for Hazardous Substances on the Property or on other property owned or occupied by Tenant or the transferee.
- (c) Each permitted transferee shall assume all obligations under this Lease, including the payment of rent. No assignment, sublet, or transfer shall release, discharge, or otherwise affect the liability of Tenant.
- (d) State's consent under this Paragraph 9.1 does not constitute a waiver of any claims against Tenant for the violation of any term of this Lease.

9.2 Rent Payments Following Assignment. The acceptance by State of the payment of rent following an assignment or other transfer does not constitute consent to any assignment or transfer.

9.3 Terms of Subleases.

- (a) Tenant shall submit the terms of all subleases to State for approval.
- (b) Tenant shall incorporate the following requirements in all subleases:

- (1) The sublease must be consistent with and subject to all the terms and conditions of this Lease;
- (2) The sublease must provide that this Lease controls if the terms of the sublease conflict with the terms of this Lease;
- (3) The term of the sublease (including any period of time covered by a renewal option) must end before the Termination Date of the initial Term or any renewal term;
- (4) The sublease must terminate if this Lease terminates for any reason;
- (5) The subtenant must receive and acknowledge receipt of a copy of this Lease;
- (6) The sublease must prohibit the prepayment to Tenant by the subtenant of more than the annual rent;
- (7) The sublease must identify the rental amount subtenant is to pay to Tenant;
- (8) The sublease must provide that there is no privity of contract between the subtenant and State;
- (9) The sublease must require removal of the subtenant's Improvements and Personal Property upon termination of the sublease;
- (10) The subtenant's permitted use must be within the scope of the Permitted Use; and
- (11) The sublease must require the subtenant to meet all obligations of Tenant under Section 10, Indemnification, Financial Security, and Insurance.

9.4 Short-Term Subleases of Moorage Slips. Short-term subleasing of moorage slips for a term of one year or less does not require State's written consent or approval pursuant to Paragraphs 9.1 or 9.3. Tenant shall conform moorage sublease agreements to the sublease requirements in Paragraph 9.3.

SECTION 10 INDEMNITY, FINANCIAL SECURITY, INSURANCE

10.1 Indemnity.

- (a) Tenant shall indemnify, defend, and hold State, its employees, officers, and agents harmless from Claims arising out of the use, occupation, or control of the Property by Tenant, its subtenants, contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees to the fullest extent permitted by law and subject to the limitations provided below.
- (b) "Claim" as used in this Paragraph 10.1 means any financial loss, claim, suit, action, damages, expenses, costs, fees (including attorneys' fees), fines, penalties, or judgments attributable to bodily injury, sickness, disease, death, and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to the Property, diminution in value, and/or damages resulting from loss of use of the Property.

- (c) State shall not require Tenant to indemnify, defend, and hold State harmless for claims caused solely by or resulting solely from the negligence or willful act of the State or State's elected officials, employees, or agents.
- (d) Tenant specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW in connection with its obligation to indemnify, defend, and/or hold State and its agencies, officials, agents, or employees harmless. Further, the indemnification obligation under this Lease shall not be limited in any way by any limitation on amount or type of damages, compensation, or benefits payable to or for any third party under the worker's compensation acts.
- (e) Only to the extent RCW 4.24.115 applies and requires such a limitation, if a claim, suit, or action for injuries or damage is caused by or results from the concurrent negligence of (a) the State or State's agents or employees and (b) the Tenant or Tenant's subtenants, agents, or employees, these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the Tenant and those acting on its behalf.
- (f) Section 8, Environmental Liability/Risk Allocation, exclusively shall govern Tenant's liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold State harmless for Hazardous Substances.

10.2 Insurance Terms.

- (a) Insurance Required.
 - (1) At its own expense, Tenant shall procure and maintain during the Term of this Lease, the insurance coverages and limits described in this Paragraph 10.2 and in Paragraph 10.3, Insurance Types and Limits. State may terminate this Lease if Tenant fails to maintain required insurance.
 - (2) Unless State agrees to an exception, Tenant shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of Best's Reports. Tenant may submit a request to the risk manager for the Department of Natural Resources to approve an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies shall comply with Chapter 48.15 RCW and 284-15 WAC.
 - (3) All general liability, excess, umbrella, property, builder's risk, and pollution legal liability insurance policies must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, agents, and employees as an additional insured.
 - (4) All insurance provided in compliance with this Lease must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.
- (b) Waiver.
 - (1) Tenant waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Lease covers these damages.

- (2) Except as prohibited by law, Tenant waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this lease.
- (c) Proof of Insurance.
 - (1) Tenant shall provide State with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Lease and, if requested, copies of policies to State.
 - (2) The certificate(s) of insurance must reference additional insureds and the Lease number.
 - (3) Receipt of such certificates or policies by State does not constitute approval by State of the terms of such policies.
 - (4) Tenant shall require all vessels except transients to provide proof of marine insurance for all moorage agreements entered into or renewed after June 12, 2014. Failure to comply with the insurance requirements as outlined in RCW 88.26.030 shall cause Tenant to assume secondary liability under RCW 79.100.060 for any derelict or abandoned vessel as defined in RCW 79.100.010.
- (d) State must receive written notice before cancellation or non-renewal of any insurance required by this Lease, as follows:
 - (1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.
 - (2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State thirty (30) days' advance notice of cancellation or non-renewal.
- (e) Adjustments in Insurance Coverage.
 - (1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.
 - (2) Tenant shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.
- (f) If Tenant fails to procure and maintain the insurance described above within fifteen (15) days after Tenant receives a notice to comply from State, State may either:
 - (1) Deem the failure an Event of Default under Section 14, or
 - (2) Procure and maintain comparable substitute insurance and pay the premiums. Upon demand, Tenant shall pay to State the full amount paid by State, together with interest at the rate provided in Paragraph 6.2 from the date of State's notice of the expenditure until Tenant's repayment.
- (g) General Terms.
 - (1) State does not represent that coverage and limits required under this Lease are adequate to protect Tenant.

- (2) Coverage and limits do not limit Tenant's liability for indemnification and reimbursements granted to State under this Lease.
- (3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to property first to restore the real property covered by this Lease, then to pay the cost of the reconstruction, then to pay the State any sums in arrears, and then to Tenant.

10.3 Insurance Types and Limits.

- (a) General Liability Insurance.
 - (1) Tenant shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of Tenant's use, occupation, or control of the Property and, if necessary, commercial umbrella insurance with a limit of not less than Two Million Dollars (\$2,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit must be at least twice the "each occurrence" limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
 - (2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.
 - (3) MGL insurance must have no exclusions for non-owned watercraft.
- (b) Workers' Compensation.
 - (1) State of Washington Workers' Compensation.
 - (i) Tenant shall comply with all State of Washington workers' compensation statutes and regulations. Tenant shall provide workers' compensation coverage for all employees of Tenant. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with Tenant's use, occupation, and control of the Property.
 - (ii) If Tenant fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Tenant shall indemnify State. Indemnity shall include all fines; payment of benefits to Tenant, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.
 - (2) Longshore and Harbor Workers' and Jones Acts. Longshore and Harbor Workers' Act (33 U.S.C. Section 901 *et seq.*) and/or the Jones Act (46 U.S.C. Section 688) may require Tenant to provide insurance coverage in

some circumstances. Tenant shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with law. Tenant is responsible for all civil and criminal liability arising from failure to maintain such coverage.

- (c) Employers' Liability Insurance. Tenant shall procure employers' liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident and One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- (d) Builder's Risk Insurance.
 - (1) Tenant shall procure and maintain in force, or require its contractor(s) to procure and maintain in force, builder's risk insurance on the entire work during the period construction is in progress and until completion of the project and acceptance by State. Such insurance must be written on a completed form and in an amount equal to the value of the completed building and/or Improvements, subject to subsequent modifications to the sum. The insurance must be written on a replacement cost basis. The insurance must name Tenant, all contractors, and subcontractors in the work as insured. State must be named additional insured as required by Paragraph 10.2(a)(3).
 - (2) Insurance described above must cover or include the following:
 - (i) All risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse;
 - (ii) The entire work on the Property, including reasonable compensation for architect's services and expenses made necessary by an insured loss;
 - (iii) Portions of the work located away from the Property but intended for use at the Property, and portions of the work in transit;
 - (iv) Scaffolding, falsework, and temporary buildings located on the Property; and
 - (v) The cost of removing debris, including all demolition as made legally necessary by the operation of any law, ordinance, or regulation.
 - (3) Tenant or Tenant's contractor(s) is responsible for paying any part of any loss not covered because of application of a deductible contained in the policy described above.
 - (4) Tenant or Tenant's contractor shall buy and maintain boiler and machinery insurance required by contract documents or by law, covering insured objects during installation and until final acceptance by permitting authority. If testing is performed, such insurance must cover such operations. The insurance must name Tenant, all contractors, and subcontractors in the work as insured. State must be named additional insured as required by Paragraph 10.2(a)(3).

10.4 Financial Security.

- (a) At its own expense, Tenant shall procure and maintain during the Term of this Lease a corporate security bond or provide other financial security that State, at its option, may approve ("Security"). Tenant shall provide Security in an amount equal to Zero Dollars (\$0), which is consistent with RCW 79.105.330, and secures Tenant's performance of its obligations under this Lease, with the exception of the obligations under Section 8, Environmental Liability/Risk Allocation. Tenant's failure to maintain the Security in the required amount during the Term constitutes a breach of this Lease.
- (b) All Security must be in a form acceptable to the State.
 - (1) Bonds must be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of Best's Reports, unless State approves an exception. Tenant may submit a request to the risk manager for the Department of Natural Resources for an exception to this requirement.
 - (2) Letters of credit, if approved by State, must be irrevocable, allow State to draw funds at will, provide for automatic renewal, and comply with RCW 62A.5-101, *et. seq.*
 - (3) Savings account assignments, if approved by State, must allow State to draw funds at will.
- (c) Adjustment in Amount of Security.
 - (1) State may require an adjustment in the Security amount:
 - (i) At the same time as revaluation of the Annual Rent,
 - (ii) As a condition of approval of assignment or sublease of this Lease,
 - (iii) Upon a material change in the condition or disposition of any Improvements, or
 - (iv) Upon a change in the Permitted Use.
 - (2) Tenant shall deliver a new or modified form of Security to State within thirty (30) days after State has required adjustment of the amount of the Security.
- (d) Upon any default by Tenant in its obligations under this Lease, State may collect on the Security to offset the liability of Tenant to State. Collection on the Security does not (1) relieve Tenant of liability, (2) limit any of State's other remedies, (3) reinstate or cure the default or (4) prevent termination of the Lease because of the default.

SECTION 11 MAINTENANCE AND REPAIR

11.1 State's Repairs. State shall not be required to make any alterations, maintenance, replacements, or repairs in, on, or about the Property, or any part thereof, during the Term.

11.2 Tenant's Repairs, Alteration, Maintenance and Replacement.

- (a) Tenant shall, at its sole cost and expense, keep and maintain the Property and all improvements (regardless of ownership) in good order and repair, in a clean, attractive, and safe condition.

- (b) Tenant shall, at its sole cost and expense, make any and all additions, repairs, alterations, maintenance, replacements, or changes to the Property or to any improvements on the Property which may be required by any public authority having jurisdiction over the Property and requiring it for public health, safety and welfare purposes.
- (c) Except as provided in Section 11.2(d), all additions, repairs, alterations, replacements or changes to the Property and to any improvements on the Property shall be made in accordance with, and ownership shall be governed by, Section 7, above.
- (d) Routine maintenance and repair are acts intended to prevent a decline, lapse or, cessation of the Permitted Use and associated Improvements. Routine maintenance or repair that does not require regulatory permits does not require authorization from State pursuant to Section 7.

11.3 Limitations. The following limitations apply whenever Tenant conducts maintenance, repair, or replacement.

- (a) Tenant shall not use or install treated wood on decks, pilings, or any other structure at any location above or below water, except that Tenant may use ACZA treated wood for above water structural framing. Tenant shall never use CCA, ACQ, or creosote-treated wood at any location.
- (b) Tenant shall not use or install tires (for example, floatation or fenders) at any location above or below water.
- (c) Tenant shall install only floatation material encapsulated in a shell resistant to ultraviolet radiation and abrasion. The shell must be capable of preventing breakup and loss of flotation material into the water.
- (d) Tenant shall not allow new floating structures to come in contact with underlying bedlands ("ground out"). Tenant must either (1) locate all new floating structures in water too deep to permit grounding out or (2) install stoppers sufficient to maintain a distance of at least 1.5 feet (0.5 meters) between the bottom of the floats and the substrate.

SECTION 12 DAMAGE OR DESTRUCTION

12.1 Notice and Repair.

- (a) In the event of damage to or destruction of the Property or Improvements, Tenant shall promptly give written notice to State. State does not have actual knowledge of the damage or destruction without Tenant's written notice.
- (b) Unless otherwise agreed in writing, Tenant shall promptly reconstruct, repair, or replace the Property and Improvements as nearly as possible to its condition immediately prior to the damage or destruction in accordance with Paragraph 7.3, Construction, Major Repair, Modification, and Demolition and Tenant's additional obligations in Exhibit B, if any.

12.2 State's Waiver of Claim. State does not waive any claims for damage or destruction of the Property unless State provides written notice to Tenant of each specific claim waived.

12.3 Insurance Proceeds. Tenant's duty to reconstruct, repair, or replace any damage or destruction of the Property or any Improvements on the Property is not conditioned upon the availability of any insurance proceeds to Tenant from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).

12.4 Rent in the Event of Damage or Destruction. Unless the Parties agree to terminate this Lease, there is no abatement or reduction in rent during such reconstruction, repair, and replacement.

12.5 Default at the Time of Damage or Destruction. If Tenant is in default under the terms of this Lease at the time damage or destruction occurs, State may elect to terminate the Lease and State then shall have the right to retain any insurance proceeds payable as a result of the damage or destruction.

SECTION 13 CONDEMNATION

13.1 Definitions.

- (a) "Taking" means that an entity authorized by law exercises the power of eminent domain, either by judgment, settlement in lieu of judgment, or voluntary conveyance in lieu of formal court proceedings, over all or any portion of the Property and Improvements. This includes any exercise of eminent domain on any portion of the Property and Improvements that, in the judgment of the State, prevents or renders impractical the Permitted Use.
- (b) "Date of Taking" means the date upon which title to the Property or a portion of the Property passes to and vests in the condemner or the effective date of any order for possession if issued prior to the date title vests in the condemner.

13.2 Effect of Taking. If there is a taking, the Lease terminates proportionate to the extent of the taking. If this Lease terminates in whole or in part, Tenant shall make all payments due and attributable to the taken Property up to the date of taking. If Tenant has pre-paid rent and Tenant is not in default of the Lease, State shall refund Tenant the pro rata share of the pre-paid rent attributable to the period after the date of taking.

13.3 Allocation of Award.

- (a) The Parties shall allocate the condemnation award based upon the ratio of the fair market value of (1) Tenant's leasehold estate and Tenant-Owned Improvements and (2) State's interest in the Property; the reversionary interest in Tenant-Owned Improvements, if any; and State-Owned Improvements, if any.
- (b) If Tenant and State are unable to agree on the allocation, the Parties shall submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

SECTION 14 DEFAULT AND REMEDIES

14.1 Default Defined. Tenant is in default of this Lease on the occurrence of any of the following:

- (a) Failure to pay rent or other expenses when due;
- (b) Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;
- (c) Failure to comply with any other provision of this Lease;
- (d) Commencement of bankruptcy proceedings by or against Tenant or the appointment of a trustee or receiver of Tenant's property.

14.2 Tenant's Right to Cure.

- (a) A default becomes an "Event of Default" if Tenant fails to cure the default within the applicable cure period following State's written notice of default. Upon an Event of Default, State may seek remedies under Paragraph 14.3.
- (b) Unless expressly provided elsewhere in this Lease, the cure period is ten (10) days for failure to pay rent or other monetary defaults; for other defaults, the cure period is thirty (30) days.
- (c) For nonmonetary defaults not capable of cure within thirty (30) days, State will not unreasonably withhold approval of a reasonable alternative cure schedule. Tenant must submit a cure schedule wi[sixty (60)] – OR –thin thirty (30) days of a notice of default. The default is not an Event of Default if State approves the schedule and Tenant works diligently and in good faith to execute the cure. The default is an Event of Default if Tenant fails to timely submit a schedule or fails to cure in accordance with an approved schedule.
- (d) State may elect to deem a default by Tenant as an Event of Default if the default occurs within six (6) months after a default by Tenant for which State has provided notice and opportunity to cure and regardless of whether the first and subsequent defaults are of the same nature.

14.3 Remedies.

- (a) Upon an Event of Default, State may terminate this Lease and remove Tenant by summary proceedings or otherwise.
- (b) If the Event of Default (1) arises from Tenant's failure to comply with restrictions on Permitted Use and operations under Paragraph 2.2 or (2) results in damage to natural resources or the Property, State may enter the Property without terminating this Lease to (1) restore the natural resources or Property and charge Tenant restoration costs and/or (2) charge Tenant for damages. On demand by State, Tenant shall pay all costs and/or damages.
- (c) Without terminating this Lease, State may relet the Property on any terms and conditions as State may decide are appropriate.
 - (1) State shall apply rent received by reletting: (1) to the payment of any indebtedness other than rent due from Tenant to State; (2) to the payment of any cost of such reletting; (3) to the payment of the cost of any alterations and repairs to the Property; and (4) to the payment of rent and

leasehold excise tax due and unpaid under this Lease. State shall hold and apply any balance to Tenant's future rent as it becomes due.

- (2) Tenant is responsible for any deficiency created by the reletting during any month and shall pay the deficiency monthly.
- (3) At any time after reletting, State may elect to terminate this Lease for the previous Event of Default.
- (d) State's reentry or repossession of the Property under Paragraph 14.3 is not an election to terminate this Lease or cause a forfeiture of rents or other charges Tenant is obligated to pay during the balance of the Term, unless (1) State gives Tenant written notice of termination or (2) a legal proceeding decrees termination.
- (e) The remedies specified under this Paragraph 14.3 are not exclusive of any other remedies or means of redress to which the State is lawfully entitled for Tenant's breach or threatened breach of any provision of this Lease.

SECTION 15 ENTRY BY STATE

State may enter the Property at any reasonable hour to inspect for compliance with the terms of this Lease, to monitor impacts to habitat, or survey habitat and species. Tenant grants State permission to cross Tenant's upland and aquatic land property to access the Property. State's failure to inspect the Property does not constitute a waiver of any rights or remedies under this Lease.

SECTION 16 DISCLAIMER OF QUIET ENJOYMENT

16.1 No Guaranty or Warranty.

- (a) State believes that this Lease is consistent with the Public Trust Doctrine and that none of the third-party interests identified in Paragraph 1.1(b) will materially or adversely affect Tenant's right of possession and use of the Property, but State makes no guaranty or warranty to that effect.
- (b) State disclaims and Tenant releases State from any claim for breach of any implied covenant of quiet enjoyment. This disclaimer and release includes, but is not limited to, interference arising from exercise of rights under the Public Trust Doctrine; Treaty rights held by Indian Tribes; and the general power and authority of State and the United States with respect to aquatic lands and navigable waters.
- (c) Tenant is responsible for determining the extent of Tenant's right to possession and for defending Tenant's leasehold interest.

16.2 Eviction by Third-Party. If a third-party evicts Tenant, this Lease terminates as of the date of the eviction. In the event of a partial eviction, Tenant's rent obligations abate as of the date of the partial eviction, in direct proportion to the extent of the eviction; this Lease shall remain in full force and effect in all other respects.

SECTION 17 NOTICE AND SUBMITTALS

Following are the locations for delivery of notice and submittals required or permitted under this Lease. Any Party may change the place of delivery upon ten (10) days written notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES
Orca-Straits District
5310 Eaglemount Rd
Chimacum, WA 98325

Tenant: CITY OF BAINBRIDGE ISLAND
280 Madison Ave N
Bainbridge Island, WA 98110-1812

The Parties may deliver any notice in person, by facsimile machine, or by certified mail. Depending on the method of delivery, notice is effective upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after mailing. All notices must identify the Lease number. On notices transmitted by facsimile machine, the Parties shall state the number of pages contained in the notice, including the transmittal page, if any.

SECTION 18 MISCELLANEOUS

18.1 Authority. Tenant and the person or persons executing this Lease on behalf of Tenant represent that Tenant is qualified to do business in the State of Washington, that Tenant has full right and authority to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon State's request, Tenant shall provide evidence satisfactory to State confirming these representations.

18.2 Successors and Assigns. This Lease binds and inures to the benefit of the Parties, their successors, and assigns.

18.3 Headings. The headings used in this Lease are for convenience only and in no way define, limit, or extend the scope of this Lease or the intent of any provision.

18.4 Entire Agreement. This Lease, including the exhibits, attachments, and addenda, if any, contains the entire agreement of the Parties. This Lease merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Property.

18.5 Waiver.

- (a) The waiver of any breach or default of any term, covenant, or condition of this Lease is not a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this

Lease. State's acceptance of a rental payment is not a waiver of any preceding or existing breach other than the failure to pay the particular rental payment that was accepted.

- (b) The renewal of the Lease, extension of the Lease, or the issuance of a new lease to Tenant, does not waive State's ability to pursue any rights or remedies under the Lease.

18.6 Cumulative Remedies. The rights and remedies under this Lease are cumulative and in addition to all other rights and remedies afforded by law or equity or otherwise.

18.7 Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Lease.

18.8 Language. The word "Tenant" as used in this Lease applies to one or more persons and regardless of gender, as the case may be. If there is more than one Tenant, their obligations are joint and several. The word "persons," whenever used, shall include individuals, firms, associations, and corporations. The word "Parties" means State and Tenant in the collective. The word "Party" means either or both State and Tenant, depending on the context.

18.9 Invalidity. The invalidity, voidness, or illegality of any provision of this Lease does not affect, impair, or invalidate any other provision of this Lease.

18.10 Applicable Law and Venue. This Lease is to be interpreted and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or in connection with this Lease is in the Superior Court for Thurston County, Washington.

18.11 Statutory Reference. Any reference to a statute means that statute as presently enacted or hereafter amended or superseded.

18.12 Recordation. At Tenant's expense and no later than thirty (30) days after receiving the fully-executed Lease, Tenant shall record this Lease in the county in which the Property is located. Tenant shall include the parcel number of the upland property used in conjunction with the Property, if any. Tenant shall provide State with recording information, including the date of recordation and file number. If Tenant fails to record this Lease, State may record it and Tenant shall pay the costs of recording upon State's demand.

18.13 Modification. No modification of this Lease is effective unless in writing and signed by both Parties. Oral representations or statements do not bind either Party.

18.14 Survival. Any obligations of Tenant not fully performed upon termination of this Lease do not cease, but continue as obligations of the Tenant until fully performed.

18.15 Exhibits and Attachments. All referenced exhibits and attachments are incorporated in the Lease unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

CITY OF BAINBRIDGE ISLAND

Dated: _____, 20____

DOUG SCHULZE
City Manager
280 Madison Ave N
Bainbridge Island, WA 98110-1812
Phone: 206-842-2545

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20____

HILARY S. FRANZ
Commissioner of Public Lands
1111 Washington St SE
Olympia, WA 98504-7027

Approved as to form this
26 day of August 2016
Jennifer Clements, Assistant Attorney General

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
County of Kitsap)

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

Dated: _____, 20____

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of
Washington, residing at

My appointment expires _____

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
County of Thurston)

I certify that I know or have satisfactory evidence that HILARY S. FRANZ is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 20____

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of
Washington, residing at

My appointment expires _____

Preliminary EXHIBIT A

Agreement Number: 20-A85592

Recording number of DNR approved survey in Kitsap County: 201104120338

Legal description Area “A” of the property: That portion of the beds of Eagle Harbor, situate in front of Government Lot 4, Section 26, Township 25 North, Range 2 East, Willamette Meridian, Kitsap County, Washington, described as follows:

Commencing at a concrete monument at the Easterly meander corner common to Sections 27 and 34, Township 25 North, Range 2 East, from which a concrete monument at the Westerly meander corner common to said Sections 27 and 34 bears North 87°30'29" West 914.02 feet;

Thence North 88°21'55" East 984.79 feet, more or less, to the intersection of the line of extreme low tide and the northeasterly corner of the Queen City Yacht Club Aquatic Lands Lease No. 20-A09179, as recorded under Kitsap County Auditor's File No. 200508290204 and the True Point of Beginning:

Thence Southwesterly along the easterly boundary of said aquatic lands lease area South 09°03'31" West 287.90 feet, more or less, to the Eagle Harbor Construction Limit Line;

Thence following said Construction Line; 88°46'10" East 18.93 feet;

Thence following said Construction Line South 73°14'44" East 350.71 feet;

Thence leaving said Construction Line, North 35°50'15" East 483.00 feet, more or less, to the line of extreme low tide;

Thence westerly along the line of extreme low water 614 feet, more or less, to the True Point of Beginning.

Containing 158,821 square feet or 3.65 acres, more or less.

Legal description Area “B” of the property: That portion of the beds of Eagle Harbor, situate in front of Government Lots 3 and 4, Section 26, Government Lot 4, Section 27, Government Lot 1, Section 35, Government Lots 1 and 3, Section 34, all in Township 25 North, Range 2 East, Willamette Meridian, Kitsap County, Washington, described as follows:

Commencing at a concrete monument at the Easterly meander corner common to Sections 27 and 34, from which a concrete monument at the Westerly meander corner common to said Sections 27 and 37 bears North 87°30'24" West 914.02 feet;

Thence South 21°41'20" West 808.37 feet, more or less, to a buoy marked “D”:

Thence South 88°45'32" East 177.71 feet to Point “D1” and the True Point of Beginning;

Thence Southeasterly 150 feet from and parallel to the Construction Line of Eagle Harbor South 72°25'14" East 1700.18 feet, more or less, to Point “E1”;

Thence North 21°04'53" East 772.20 feet, more or less, to a buoy marked "A";
Thence North 72°43'03" West 309.71 feet, more or less, to Point "B1";
Thence North 87°35'18" West 209.25 feet, more or less, to a buoy marked "B";
Thence North 89°40'10" West 274.69 feet, more or less, to Point "C1";
Thence South 58°34'07" West 266.35 feet, more or less, to a buoy marked "C";
Thence South 63°06'38" West 377.04 feet, more or less, to Point "D1" and the True Point of Beginning.

Containing 679,821 square feet or 15.61 acres, more or less.

Square footage of each of these Use classifications:

Water-dependent	140,851
Nonwater-dependent	1,920
Public Access	695,871
Total square feet	838,642

PLAN OF OPERATIONS EXHIBIT B

1. DESCRIPTION OF PERMITTED USE

A. Existing Facilities. This leasehold consists of two survey areas – Area A for the Waterfront Dock, Kayak Racks, and Sail Float, and Area B for the Open Water Moorage and Anchorage Area (OWMAA). Tenant owns the abutting uplands (Waterfront Park), tidelands down to extreme low tide, and all improvements within the leasehold, except the Sail Float, which is owned and managed by Bainbridge Island Metro Parks and Recreation District (BI Parks).

Area A - Waterfront Dock, new Kayak Racks, and the Sail Float. The public use and access Waterfront Dock is planned to be completely rebuilt and expanded under Recreation and Conservation Office (RCO) grants #14-1953 and #15-1253 in summer 2017 (see Attachment 1). When completed, the new moorage dock will have two public pumpout stations, a new Kayak Rack storage area (320 sq ft) on a finger pier, and a dinghy tie-up for OWMAA tenants and the public. The Sail Float (1,600 sq ft) is a separate, non-conforming structure located to the east of Waterfront Dock. The Sail Float has been in continuous use at this location since 1988 and is used to store and launch small sailboats from March to November for youth and adult sailing programs. Tenant is in the process of negotiating a sublease agreement with BI Parks for the Sail Float.

Area B - Open Water Moorage and Anchorage Area (OWMAA). Eagle Harbor is the location of the state's first and only OWMAA. The OWMAA is delineated by four U.S. Coast Guard private aids to navigation and consists of public use and access open water moorage and anchorage space, as well as a maximum of sixteen (16) residential use spaces. Residential use vessels are designated onto either a linear moorage system (LMS) or single-point moorage buoys (a.k.a., swing moorage). Vessels previously designated on Fore & Aft (i.e., twin-point) moorage buoys will change to single-point moorage as of lease commencement. The LMS is a fixed in-water structure and comprises anchors, topper floats, and a series of lines for securing up to six residential vessels, as well as space allotted for transient public moorage. Ten moorage buoys with helical anchors and midline floats enable up to ten single-point moorage residential use spaces within the OWMAA. Tenant plans to remove the LMS in the future and replace it with single-point moorage buoys. The maximum vessel size allowed in the OWMAA is 60 feet.

Subtenants of the OWMAA are required to sign annual leases beginning January 1 of each year. Tenant updates DNR on the status of residential use in the OWMAA accordingly. DNR may adjust the rent associated with residential use under this lease on an annual basis based on the reported number and size of residential use vessels on single-point moorage in the OWMAA. Residential use subtenants in the OWMAA dispose of their sewage by using the two public pumpout stations located at the

Waterfront Dock. A Harbormaster is responsible for oversight and management of the OWMAA. According to the Harbormaster, the delineation of a specific anchorage and moorage zone has improved vessel management of the area, including navigation and enforcement of anchorage limits.

Residential uses, as defined by WAC 332-30-106 (62), are allowed and are required to be in compliance with WAC 332-30-171. The current limit on residential uses of state-owned aquatic lands at this lease site within the OWMAA is 100% recognized in the local Shoreline Master Program (authorized in Shoreline Substantial Development Conditional Use Permit SSDP/SCUP 17091 issued in November 2011). In accordance with the rules, a maximum of 16 slips or moorage spaces can have residential uses. There are currently nine slips or moorage spaces out of 16 that have residential uses.

This Lease does not authorize any Floating Houses as defined by WAC 332-30-106 (23). All residential uses authorized in this Lease must be vessels as defined by WAC 332-30-106(74).

- B. Proposed Work.** Tenant has submitted to State plans and specifications for the Proposed Work shown in Attachment 1 to this Exhibit B (Proposed Work), which is not incorporated in this Lease. State grants its consent to the Proposed Work as provided under Paragraph 7.3 of the Lease. Tenant shall conform the Proposed Work to all requirements of this Lease, including Section 7 and the additional obligations of this Exhibit B.
- C. Permits.** Tenant has secured the following permits for the Proposed Work:
- Shoreline Substantial Development Permit PLN11084C SSDP issued by the City of Bainbridge Island (SEPA lead) on September 16, 2016.
 - Hydraulic Project Approval 2016-6-303+01 issued by the Washington Department of Fish and Wildlife on June 27, 2016.
 - Section 10 Permit NWS-2015-696 issued by the U.S. Army Corps of Engineers on December 19, 2016.
- D. Waste Management Plan.** Tenant has established and State has approved a “Waste Management Plan” that describes the measures Tenant will implement to ensure upland disposal of waste, the measures Tenant will implement to avoid or minimize the discharge of waste, and Tenant’s contingency plan if such waste disposal methods fail or are unavailable. Tenant’s Waste Management Plan is attached as Attachment 2 to this Exhibit B.

2. ADDITIONAL OBLIGATIONS –*for* WATERFRONT DOCK

Except for the Proposed Work authorized in Section 1.B. of this Exhibit B, State has not authorized Tenant to conduct any Work on the Property. Where work will need to be conducted to meet the Additional Obligations below, Tenant shall obtain State's prior written consent in accordance with Section 7.3 of this Lease and obtain all necessary regulatory permits prior to commencing such Work.

- A. Tenant shall post clearly all national and state oil and chemical spill hotlines.
- B. Tenant shall replace existing treated wood decking, timbers, and pilings with non-toxic materials such as untreated wood, steel, concrete, or recycled plastic, or existing wood may be encased in a manner that prevents leaching of contaminants into surface water. Tenant may use ACZA treated wood to replace above water structural framing. Tenant shall never use CCA, ACQ, or creosote-treated wood at any location. Replacement may occur under an ordinary maintenance or repair schedule, but all treated wood must be replaced by April 30, 2019.
- C. Tenant shall renovate or replace existing docks, rafts, floats, wharves, piers, fixed docks and/or gangways as follows: For docks, rafts, and floats, Tenant shall install grating on at least fifty (50) percent of the surface area; grating material must have at least sixty (60) percent functional open space or forty (40) percent or greater multi-directional open space. For gangways, piers, wharves, and fixed docks, Tenant shall install grating on one hundred (100) percent of the surface area; grating material must have at least sixty (60) percent unobstructed open space or forty (40) percent or greater multi-directional open space. Replacement may occur under an ordinary maintenance or repair schedule, but replacement must be completed by April 30, 2019.
- D. Tenant shall orient and shield lighting fixtures attached to overwater structures in a manner which minimizes the amount of light shining directly on the water, minimizes the amount of glare on the water, and minimizes the amount of light broadcasting into the night sky. Tenant shall implement the following measures to achieve this requirement:
 - i. Tenant shall direct light to walkways, or
 - ii. Tenant shall use light shields which prevent light from being emitted upward and prevent glare on the water, and
 - iii. Tenant shall use fixtures that do not emit light upward, and
 - iv. Tenant shall use lights that are “warm-white” or filtered to minimize blue emission and shall not use LED and fluorescent light bulbs.

3. ADDITIONAL OBLIGATIONS –*for* OPEN WATER MOORAGE AND ANCHORAGE AREA (OWMAA)

Except for the Proposed Work authorized in Section 1.B. of this Exhibit B, State has not authorized Tenant to conduct any Work on the Property. Where Work will need to be conducted to meet the Additional Obligations below, Tenant shall obtain State's prior written consent in accordance with Section 7.3 of this Lease and obtain all necessary regulatory permits prior to commencing such Work.

- A. Tenant is required to comply with all provisions outlined in the Residential Use Rule per WAC 332-30-171, including:
- i. Tenant shall dispose all treated and untreated sewage, oil, toxic substances, and solid waste upland and in accordance with federal, state, and local laws.
 - ii. Tenant shall implement and follow the waste disposal measures described in the Waste Management Plan for the duration of this Lease. If, after implementation of the Waste Management Plan, the waste disposal measures or the contingency plan provided in the Waste Management Plan are not sufficient for ensuring upland waste disposal, are not sufficient for avoiding or minimizing any discharge of waste, or otherwise do not meet the waste disposal or residential use requirements in WAC 332-30-171(4)-(5) or other applicable state, federal or local laws, Tenant shall submit a new Waste Management Plan establishing revised waste disposal measures for approval by the State. Tenant shall implement the new Waste Management Plan within 30 days of State's approval of the plan.
 - iii. Tenant shall collect documentation on a monthly basis documenting the resident's compliance with upland disposal of sewage; the marina must annually provide documentation to DNR confirming that all residential uses moored on the Property are disposing of sewage (e.g., blackwater) in an upland facility per WAC 332-30-171(4)(a) and (5)(a).
 - iv. Per WAC 332-30-171(4)(d), Tenant shall develop and implement Best Management Practices (BMPs) to avoid, to the maximum extent possible, discharges of gray water (e.g., sink and shower discharges).
 - v. Tenant shall implement BMPs for the increased waste associated with residential uses.
 - vi. Upon any failure or the unavailability of the waste disposal methods identified in Tenant's Waste Management Plan, Tenant shall implement the contingency plan(s) as set forth in Tenant's Waste Management Plan.
 - vii. Tenant shall implement the following BMPs:

Deck
<ul style="list-style-type: none">• Wash often with water only.
<ul style="list-style-type: none">• Use "green" products.
<ul style="list-style-type: none">• Spot clean only with harsher products.
<ul style="list-style-type: none">• Require "scupper stoppers" when cleaning.
<ul style="list-style-type: none">• Prohibit overboard discharge from decks.

Galley
• Use sink strainers.
• Scrape plates into trash receptacles prior to washing.
• Discourage garbage disposal use.
• Use “green” products.
• Encourage upland facility use.
• Discourage or minimize in-port use of sink.
Shower
• Encourage automatic shut-off valves.
• Educate on “sea-showers.”
• Use drain-strainers.
• Encourage “green” products.
• Encourage use of clean, free showers at upland facility.
Laundry
• Encourage upland facility use.
• Post names and locations of laundries.
• Encourage “green” products.
• Prohibit on-board laundry.

Within thirty (30) days following the Commencement Date, Tenant shall give a copy of the BMPs to all of its subtenants, and to any new subtenants when they move into the marina.

- viii. A diagram or schematic of the marina with the following information is attached as Attachment 2:
- Location of residential uses;
 - Type of residential structure (whether a Floating House or a vessel, as defined by WAC 332-30-106 (23) and (74);
 - Name of occupant;
 - If the vessel or Floating House slip site or moorage area was occupied prior to October 1, 1984 in a continuous manner;
 - Date when current moorage agreement commenced and term of agreement; and
 - Boat registration number issued by Department of Licensing, if applicable.

Tenant must provide, on a four-year period on their anniversary date, an updated diagram (schematic or table) showing the above information.

- ix. If the total number of slips or moorage spaces changes on the property, Tenant shall notify State within sixty (60) days.
- x. The specific locations of Tenant’s residential use slips are identified in Attachment 2. Tenant shall notify and obtain State’s prior approval before adding or changing the location of any residential use slips. Tenant’s addition and/or relocation of any residential use slips shall not adversely impact habitat or interfere with water-dependent uses.
- xi. Tenant shall notify the State within sixty (60) days if any residential use vacates the marina for a period greater than thirty (30) days and is not

replaced with another residential use. Tenant shall provide the registration number of the residential use which vacated.

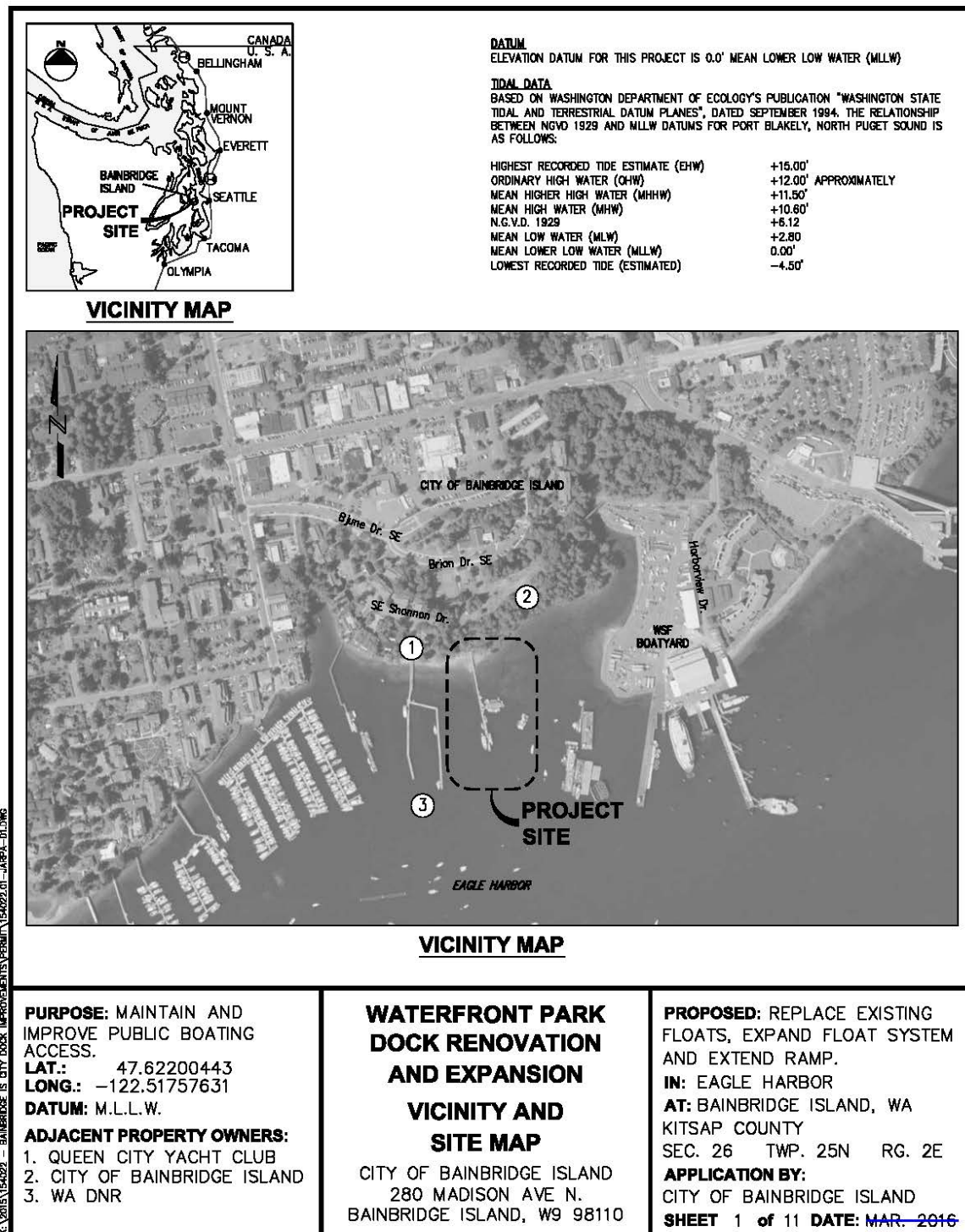
4. ADDITIONAL OBLIGATIONS – *for* SAIL FLOAT

Except for the Proposed Work authorized in Section 1.B. of this Exhibit B, State has not authorized Tenant to conduct any Work on the Property. Where Work will need to be conducted to meet the Additional Obligations below, Tenant shall obtain State's prior written consent in accordance with Section 7.3 of this Lease and obtain all necessary regulatory permits prior to commencing such Work.

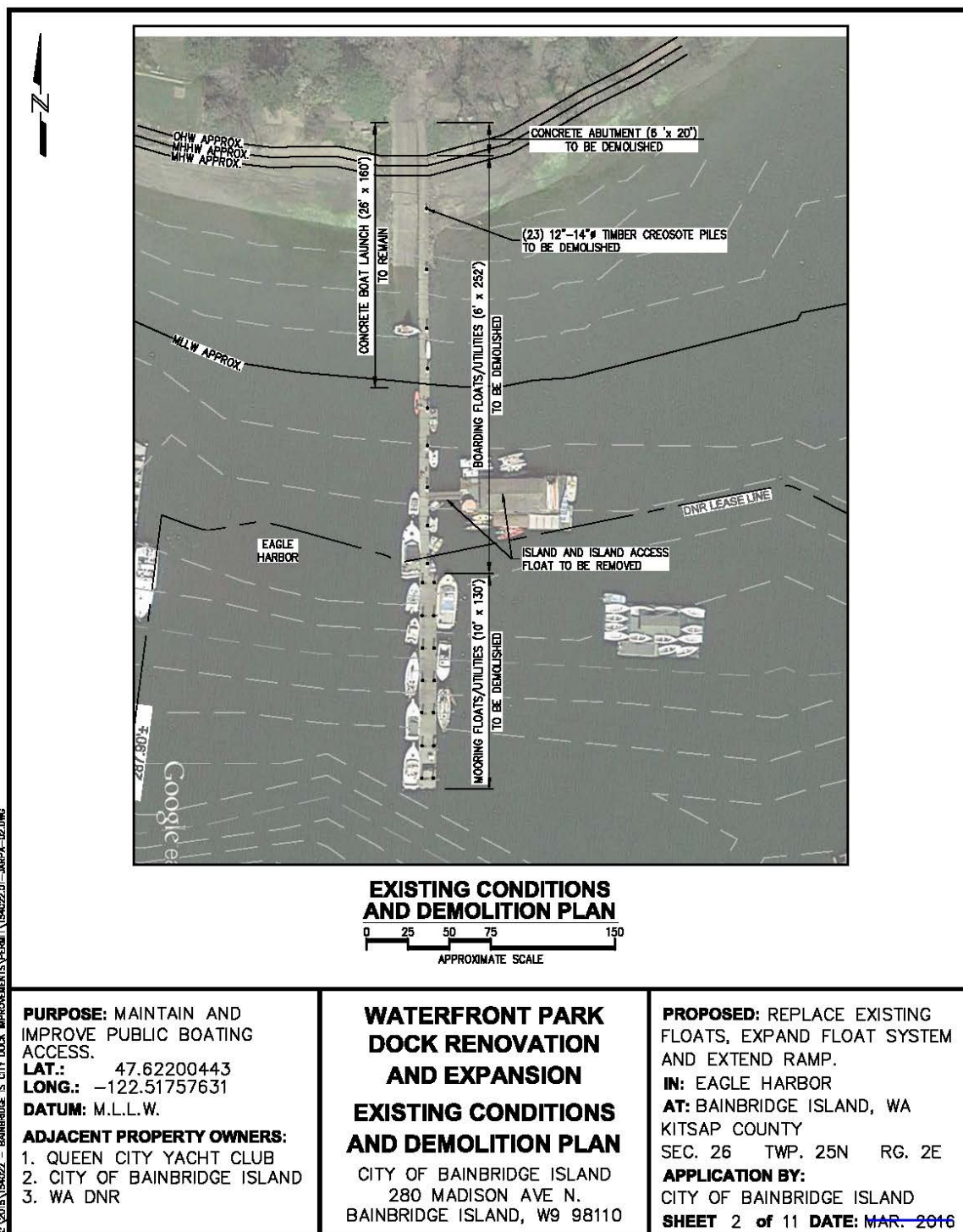
- A. Tenant shall replace existing treated wood decking with non-toxic materials such as untreated wood, steel, concrete, or recycled plastic, or existing wood may be encased in a manner that prevents leaching of contaminants into surface water. Tenant may use ACZA treated wood to replace above water structural framing. Tenant shall never use CCA, ACQ, or creosote-treated wood at any location. Replacement may occur under an ordinary maintenance or repair schedule, but all treated wood must be replaced by April 30, 2024.
- B. Tenant shall replace existing unencapsulated floatation materials with encapsulated floatation materials. Replacement may occur under an ordinary maintenance or repair schedule, but all unencapsulated floatation material must be replaced by April 30, 2024.
- C. Tenant shall replace anchorage systems on all anchored structures and buoys with systems using embedded anchors and midline floats. Replacement may occur under an ordinary maintenance or repair schedule, but all replacement must be complete by April 30, 2042.
- D. Tenant shall renovate or replace existing docks, rafts, floats, wharves, piers, fixed docks and/or gangways as follows: For docks, rafts, and floats, Tenant shall install grating on at least fifty (50) percent of the surface area; grating material must have at least sixty (60) percent functional open space or forty (40) percent or greater multi-directional open space. For gangways, piers, wharves, and fixed docks, Tenant shall install grating on one hundred (100) percent of the surface area; grating material must have at least sixty (60) percent unobstructed open space or forty (40) percent or greater multi-directional open space. Replacement may occur under an ordinary maintenance or repair schedule, but replacement must be complete by April 30, 2024.

Approved as to form this
19 day of January 2017
Jennifer Clements, Assistant Attorney General

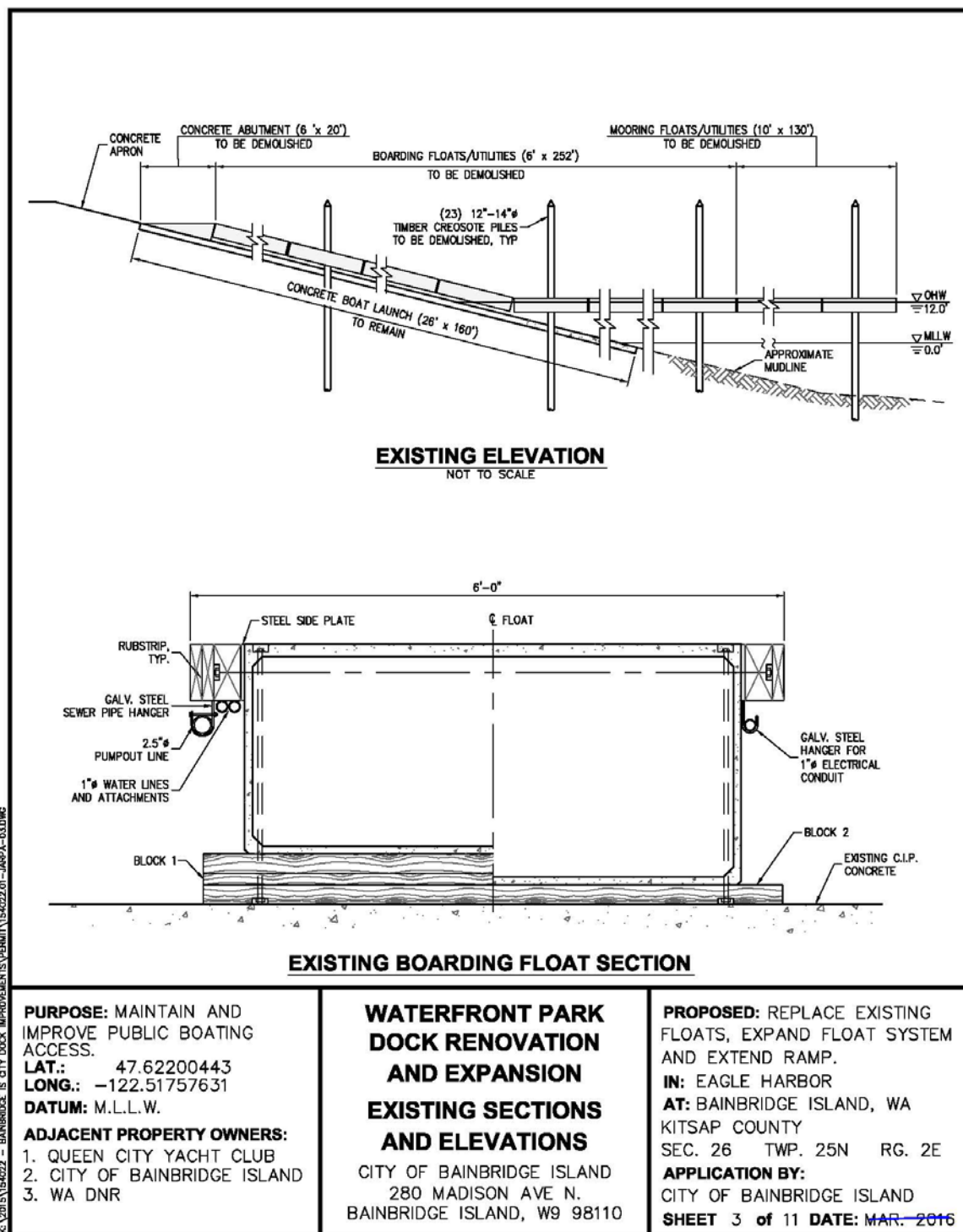
Attachment 1. Waterfront Dock - Site Design Plans



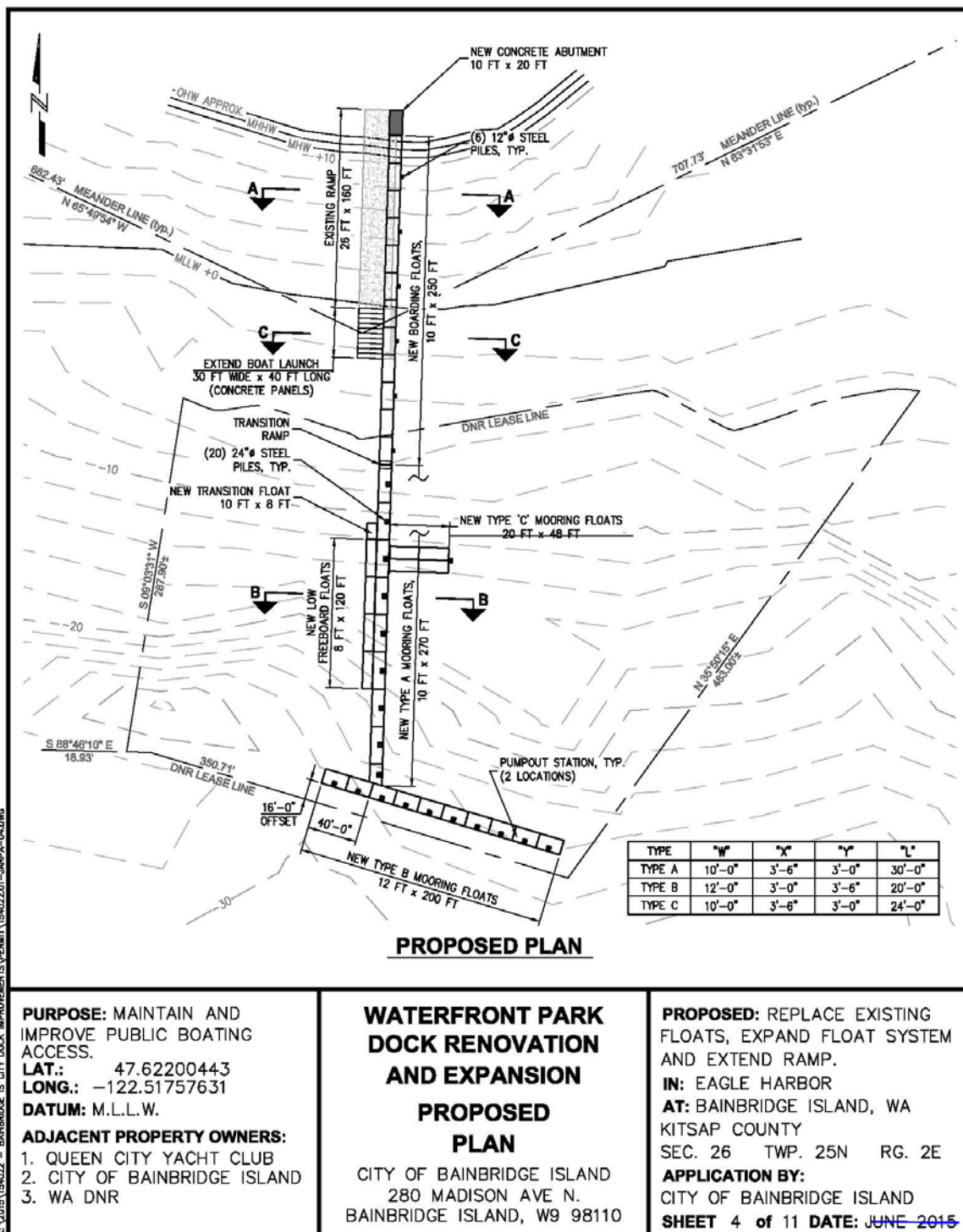
U.S. Army Corps of Engineers Reference: NWS-2015-696, Drawing Set Revised October 24, 2016



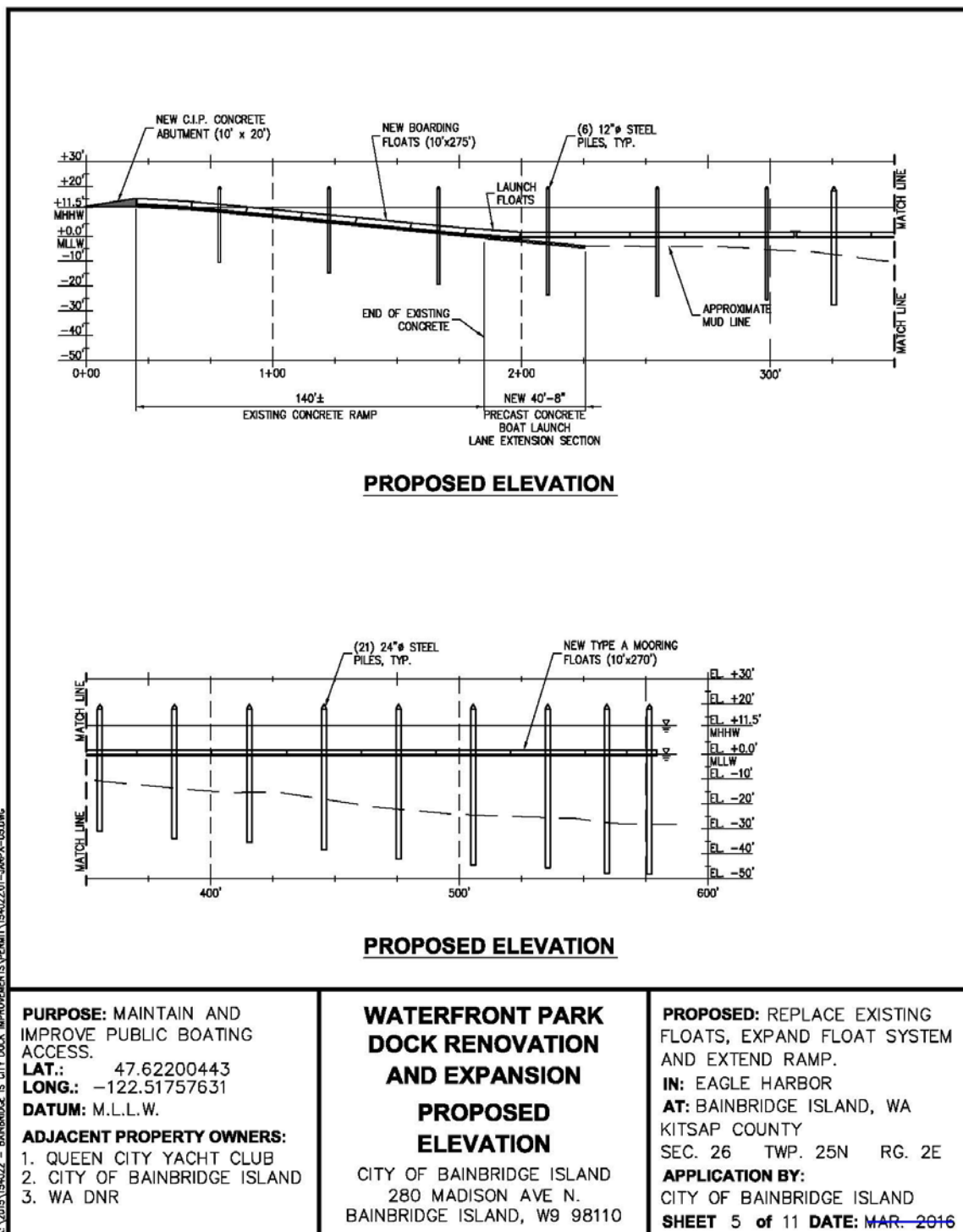
U.S. Army Corps of Engineers Reference: NWS-2015-696, Drawing Set Revised October 24, 2016



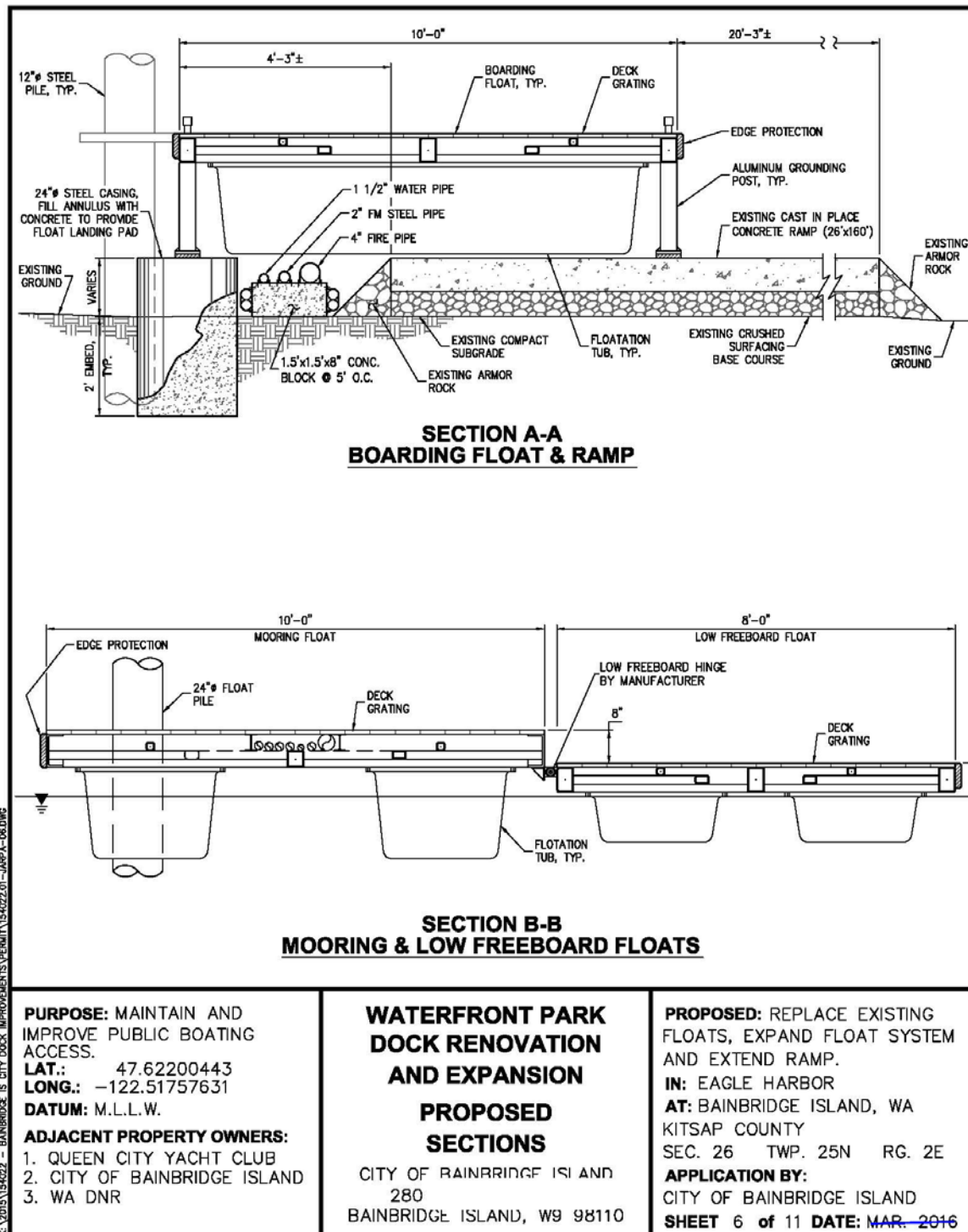
U.S. Army Corps of Engineers Reference: NWS-2015-696, Drawing Set Revised October 24, 2016



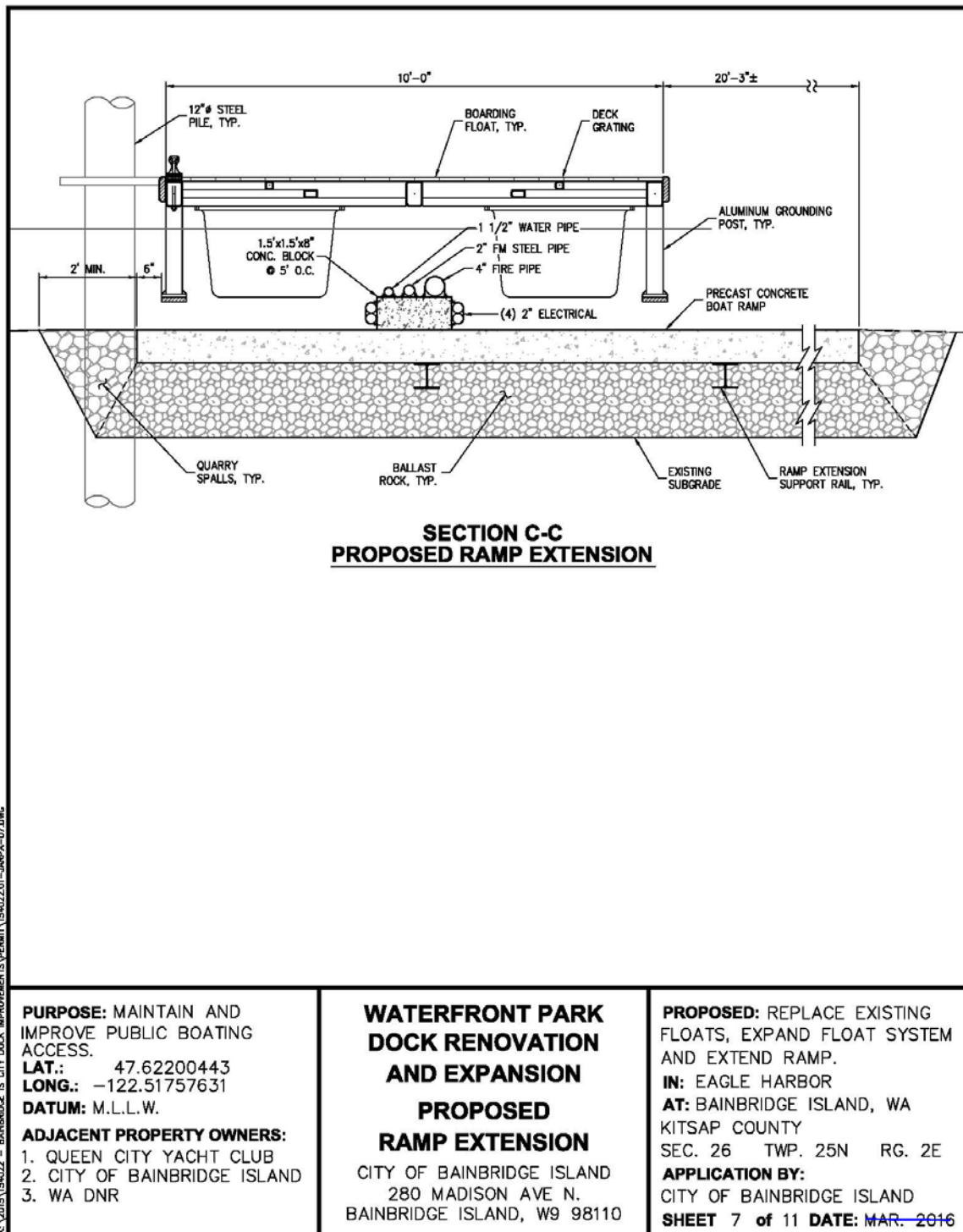
U.S. Army Corps of Engineers Reference: NWS-2015-696, Drawing Set Revised October 24, 2016



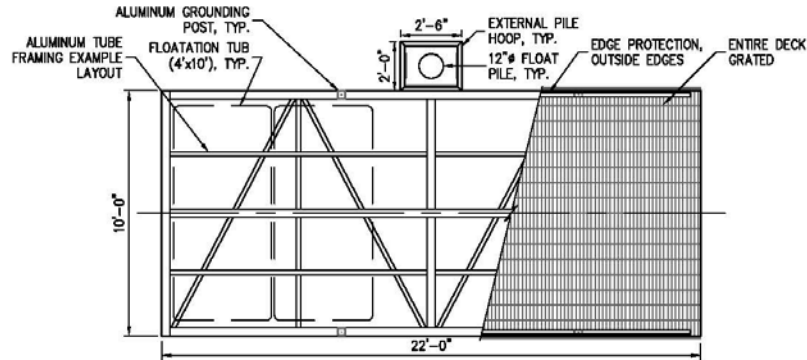
U.S. Army Corps of Engineers Reference: NWS-2015-696, Drawing Set Revised October 24, 2016



U.S. Army Corps of Engineers Reference: NWS-2015-696, Drawing Set Revised October 24, 2016

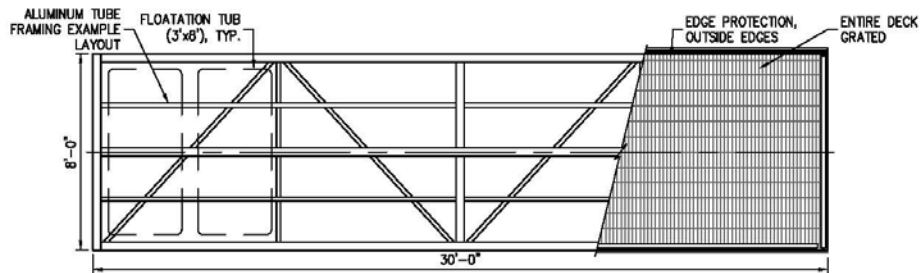


U.S. Army Corps of Engineers Reference: NWS-2015-696, Drawing Set Revised October 24, 2016



BOARDING FLOAT PLAN

EXAMPLE



LOW FREEBOARD FLOAT PLAN

EXAMPLE

PURPOSE: MAINTAIN AND IMPROVE PUBLIC BOATING ACCESS.

LAT.: 47.62200443

LONG.: -122.51757631

DATUM: M.L.L.W.

ADJACENT PROPERTY OWNERS:

1. QUEEN CITY YACHT CLUB
2. CITY OF BAINBRIDGE ISLAND
3. WA DNR

**WATERFRONT PARK
DOCK RENOVATION
AND EXPANSION**

**PROPOSED
FLOAT PLANS**

CITY OF BAINBRIDGE ISLAND
280 MADISON AVE N.
BAINBRIDGE ISLAND, W9 98110

PROPOSED: REPLACE EXISTING FLOATS, EXPAND FLOAT SYSTEM AND EXTEND RAMP.

IN: EAGLE HARBOR

AT: BAINBRIDGE ISLAND, WA

KITSAP COUNTY

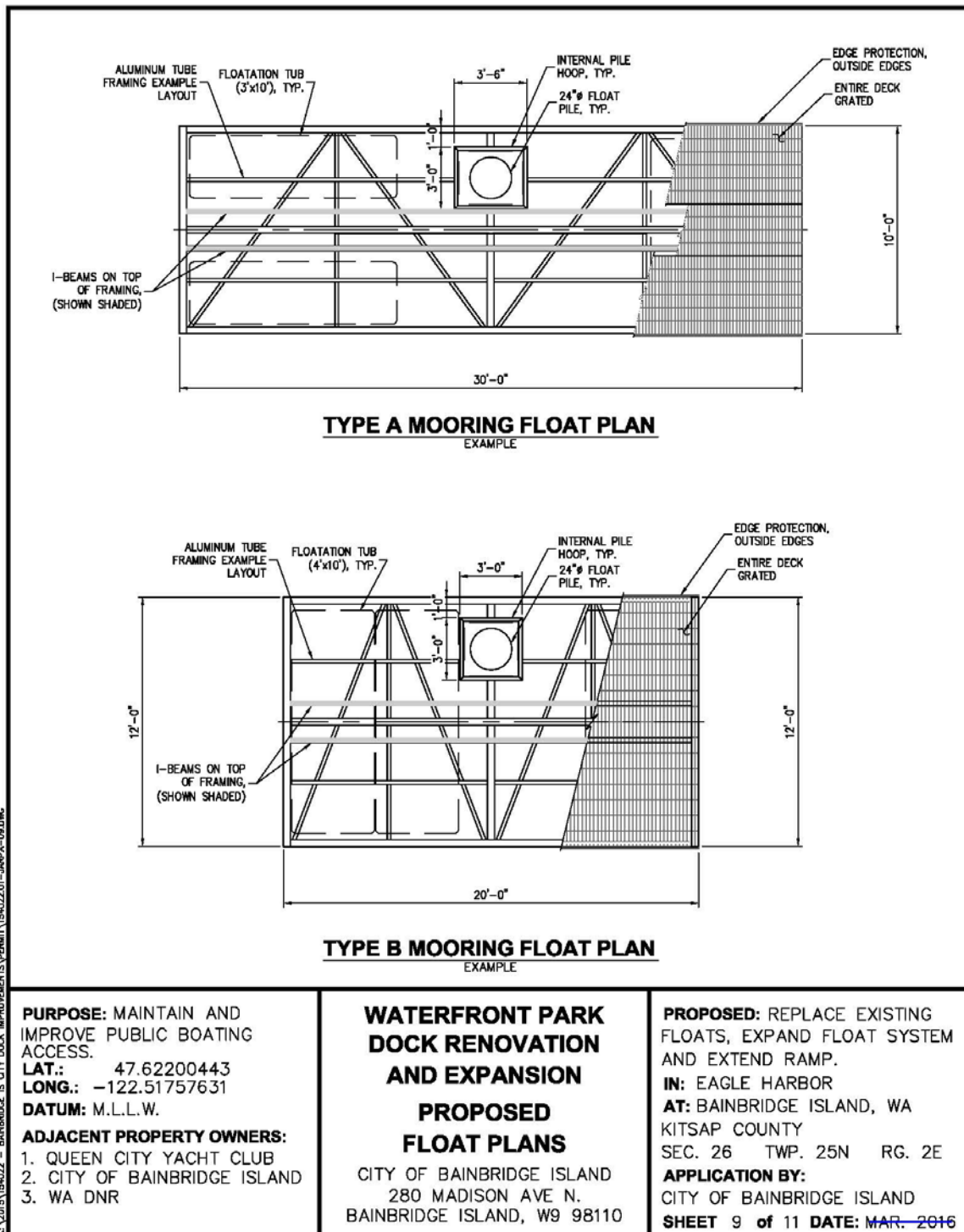
SEC. 26 TWP. 25N RG. 2E

APPLICATION BY:

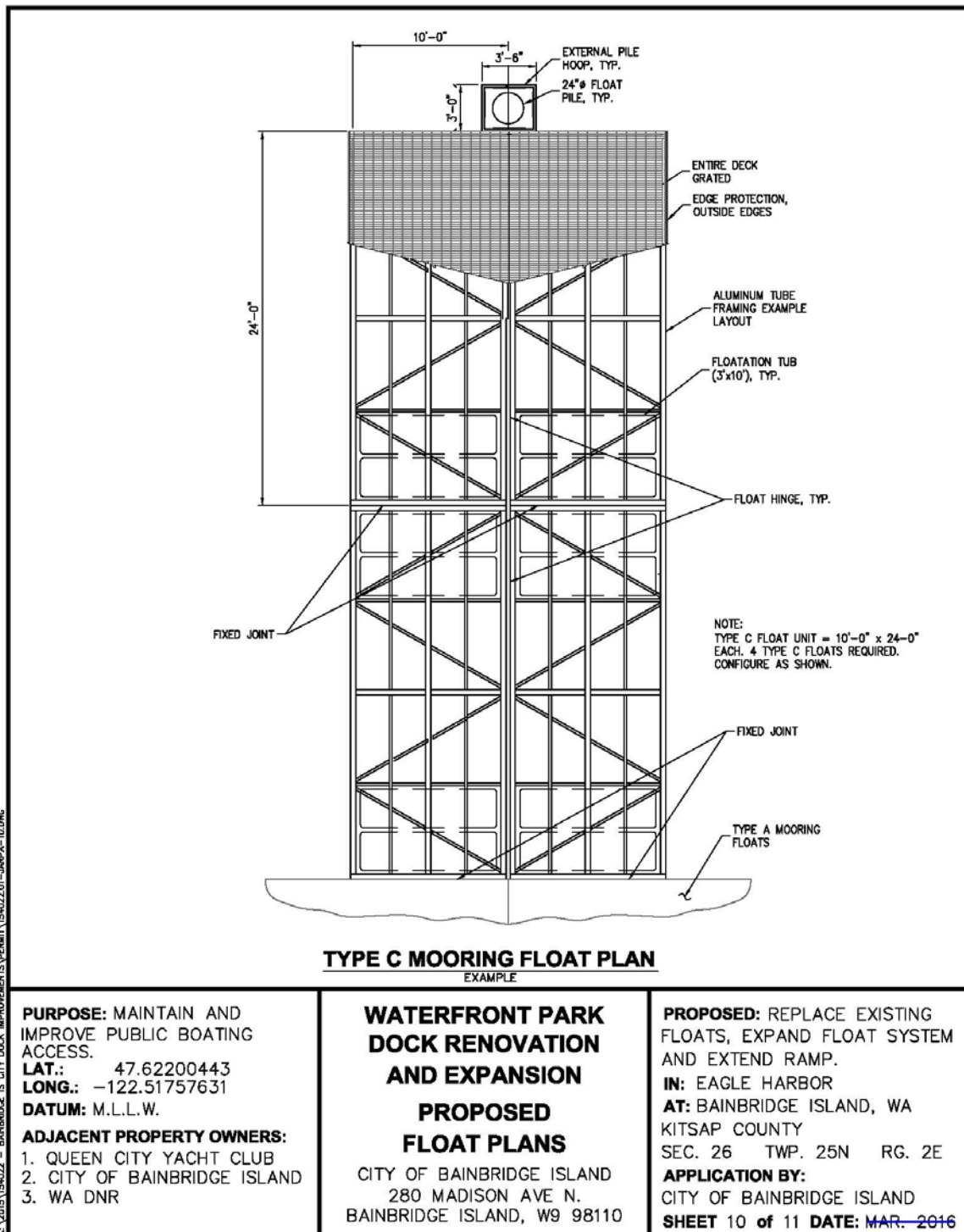
CITY OF BAINBRIDGE ISLAND

SHEET 8 of 11 DATE: MAR. 2016

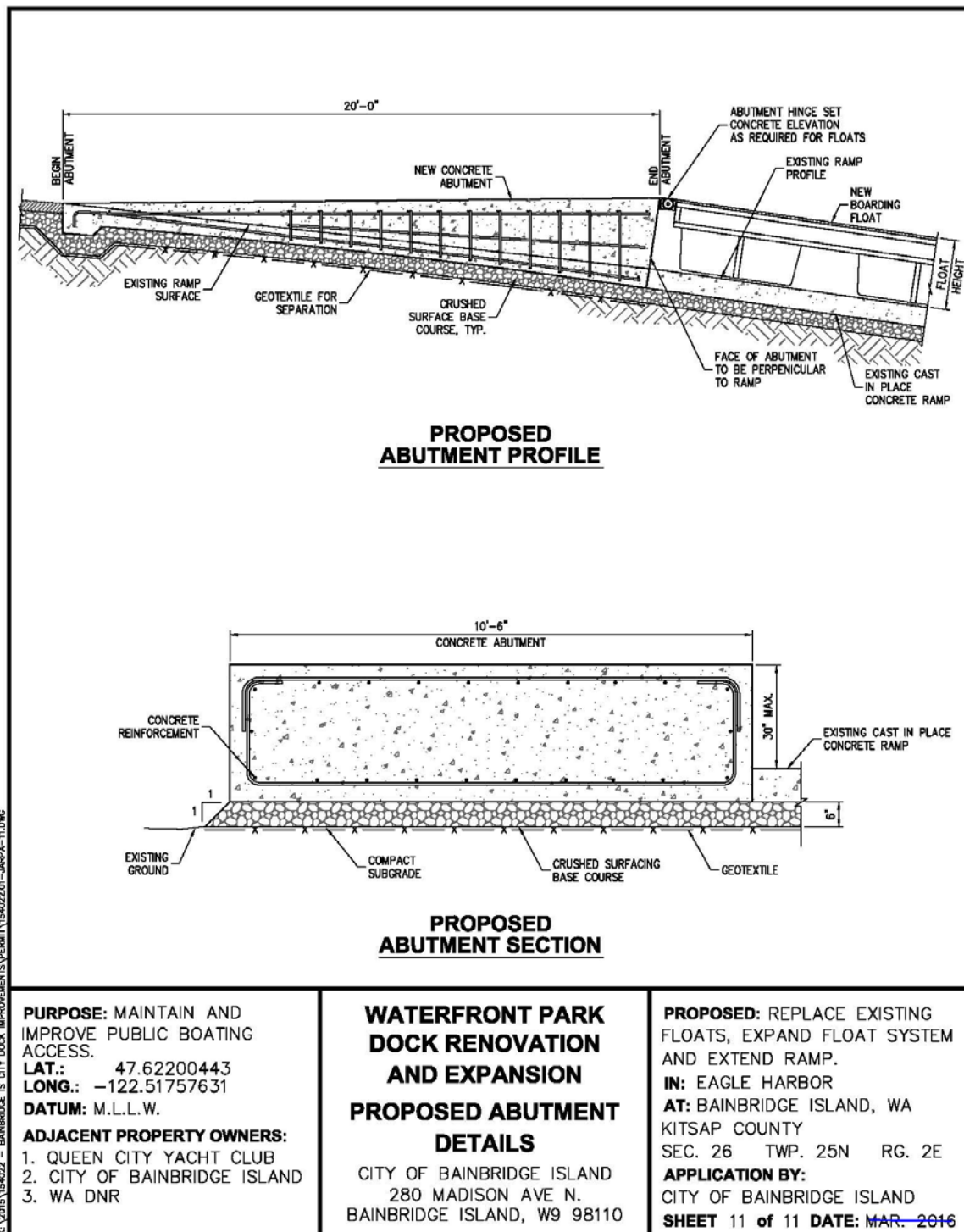
U.S. Army Corps of Engineers Reference: NWS-2015-696, Drawing Set Revised October 24, 2016



U.S. Army Corps of Engineers Reference: NWS-2015-696, Drawing Set Revised October 24, 2016



U.S. Army Corps of Engineers Reference: NWS-2015-696, Drawing Set Revised October 24, 2016



U.S. Army Corps of Engineers Reference: NWS-2015-696, Drawing Set Revised October 24, 2016

Attachment 2. Waste Management Plan and Best Management Practices
Open Water Moorage and Anchorage Area (OWMAA; *aka Open Water Marina*)
Eagle Harbor - City of Bainbridge Island

The City of Bainbridge Island (City) is committed to preserving and enhancing the environment through proper management of activities at the City's Open Water Marina. In accordance with the Washington State Department of Ecology guidelines, United State Coast Guard regulations, and the Federal Clean Water Act, the City has established these Best Management Practices (BMPs) to further the goal of safekeeping our harbors and the marine environment. See BMPs chart page.

1. Bilge Water Management and Fueling Practices

- a. The discharge of contaminated bilge water is illegal. Do not discharge bilge water that is contaminated with oil, detergents, anti-freeze, or bilge cleaners. The fine for discharging oil from your bilge can be as high as \$20,000 per day per violation. Use oil absorbent bilge pads or pillows in your vessel's bilge to soak up oil and fuel. In an emergency, contact the Harbormaster for assistance.
- b. Prevent oil contamination of bilge water. Do not drain oil into bilge. Fit a tray underneath the engine to collect drips. Put a couple of pads in the pan to make cleanup easier. Keep bilge area as dry as possible. Fix all fuel and oil leaks in a timely fashion.
- c. Do not use detergents or soaps on fuel, oil or otherwise contaminated bilge water. While enzyme-based bilge cleaners are generally safe to use, it may take some time before the oil sheen is gone. It is best to remove contaminated water and dispose of it appropriately at on-shore facilities. The discharge of emulsified oil is a violation of state law. Use absorbent pads.
- d. In Washington State, boats that are over 26' in length are required to display an "Oil Discharge is Prohibited" placard near the bilge pump switch (placards are available at most marine supply stores).

2. Gray Water and Sewage Management

Boaters are required to minimize the generation of gray water onboard and to utilize shore side facilities. Use sink screens or strainers and dispose of strained waste in the garbage. Limit the use of soap/detergent for washing dishes. Use small amounts of phosphate-free and biodegradable soaps, if cleaners are used, no visible suds or discoloration of the water are permitted. Otherwise, use alternatives such as baking soda or vinegar as all-purpose cleaners. Contain discharge from onboard showers and dispose of it at the pump station. Discharge of laundry water is prohibited. Laundry facilities are available in downtown Winslow. Remember there is no legal discharge of any soaps/detergent/cleaners to our waters. For further gray water management opportunities, owners and guests are encouraged to:

- a. Contain all gray water and use self pump-out stations located at the City dock.
- b. Use shore side sanitation facilities located in Waterfront Park.
- c. Use shore side shower facilities located in Waterfront Park.

- d. Utilize a pump-out service (see Harbormaster office for references).
- e. Fill out pump-out logs or keep a record of your vessel pumpout services.

3. Hazardous Chemicals, Cleaners and Waste

- a. Hazardous or flammable chemical/materials shall not be stored on the City dock.
- b. Disposal of used oil, antifreeze, paints, solvents, varnishes, fluorescent light bulbs, and automotive batteries into the garbage is prohibited. These materials are not to be discharged into the sanitary sewage or into marine waters. DO NOT dispose of these wastes in the garbage dumpsters and DO NOT leave these wastes on the City dock. Contact Bainbridge Disposal for further information on how and where to properly dispose of all hazardous material.

4. Waste Oil

Do not dispose of any waste oil or used filters in the garbage dumpsters. Contact Bainbridge Disposal for further information.

5. Solid Waste

Non-hazardous solid waste shall be put in the garbage dumpsters located at Waterfront Park. Contact Bainbridge Disposal for further information.

6. Spill Prevention and Response

- a. Store oil absorbent materials on your vessel in case of spills.
- b. If a spill occurs, stop the spill or leakage source and contain the spill. In the event of a spill in the water, contact the Harbormaster or call 911 immediately for assistance in containing a spill.
- c. The U.S. Coast Guard requires report of a spill in the water immediately. Call the **National Response Center at 1-800-424-8802 and the Washington State Spill Hotline at 1-800-OILS-911**. VHF channel 16 may be used to report a spill if a telephone is not available.
- d. Do not use detergents on oil spilled in the water. Detergents disperse spills, but do not eliminate them. Oil and detergents are toxic to fish and other marine life.

7. Boat Repair Activity

- a. Painting, scraping and refinishing of boats, when in the water, is limited to minor touch ups and minor repairs. Such work is defined by Washington Department of Ecology as being limited to the vessel's superstructure, deck and hull above the waterline and must not exceed 25% of the vessel's surface above the waterline. Extensive repair work must occur in a commercial, permitted, boatyard.
- b. Any minor repair, painting, scraping, and refinishing must employ a containment barrier which prevents debris from entering the water/docks. All paint mixing must be done with the can(s) placed inside secondary containment that will catch spillage. Paint cans used in the dock area shall be as small as feasible, but in no case larger than one-gallon in size.

- c. Do not work from a float or small boat alongside of your boat.
- d. Boat repair or storage of equipment, supplies, etc. is not allowed on the City dock or in Waterfront Park.
- e. Boat hulls painted with sloughing or ablative anti-fouling paints and tin compounds (soluble “soft paints”) shall not be scrubbed or cleaned in the Open Water Marina by divers or with underwater scrubbing devices. Approved haul-out facilities/boatyard must be used for cleaning of boat hulls with these coatings. Mechanical devices or scrapers, or any process that removes paint underwater may not be used. If your vessel is not painted with a sloughing or ablative paint, hull cleaning is not prohibited by the Washington State Department of Ecology, however, during the cleaning process, any turbidity, oil sheen or discoloration that is discharged to the receiving water is a violation of DOE Standard RCW 90.48 and is prohibited. This potential for pollution and potential violation of the State law has lead City to strongly recommend that all hull cleaning be conducted in a permitted boatyard, where contaminants are treated and disposed of properly.
- f. Divers are not allowed to leave any sort of material in the water including film, debris or zinc.
- g. Contractors must dispose of their own waste off site. The Open Water Marina is not permitted to handle hazardous wastes generated by commercial operators or maintenance contractors.
- h. These policies apply to tenants, vendors and employees.

8. **Boat Cleaning**

Scrub and rinse your boat often. A quick rinse after each outing reduces the need to scrub the top-side with harsh cleaners. If cleaners are used, no visible suds or discoloration of the water are permitted. Spot clean or use small amounts of phosphate-free and biodegradable soaps only when necessary. Otherwise, use alternatives such as baking soda or vinegar as all-purpose cleaners. Remember there is no legal discharge of any cleaner to our waters.

9. **Boat Launch**

Following boat haul out, do not rinse the bottom of your boat at the launch. Please rinse your boat in a commercial, permitted boatyard where the rinse water is discharged to the sanitary sewage.

Important Phone Numbers

Emergency Response

Fire/Police	911
-------------	-----

Harbormaster

(206) 780-3733

Oil Spills

National Response Center	(800) 424-8802
--------------------------	----------------

Washington State Spill Hotline	(800) 645-7911
--------------------------------	----------------

Hazardous Waste Management

Bainbridge Disposal	(206) 842-4882
Olympic View Transfer Station	(360) 674-2297
Kitsap County Health District	(360) 337-5235
Kitsap County Public Works	(360) 337-5777
Washington Department of Ecology	1-800-RECYCLE

- 10. Contingency Plan** – In the event that the City’s pump out is not available, the Terry and Son’s mobile vessel to vessel pump-out service is under contract with the Washington State Parks and Recreation to serve Liberty Bay, Eagle Harbor and Port Madison through 2029. They will provide service during the City’s Waterfront Dock rebuild. Terry and Sons (206) 437-6764, www.terryandsonsmobilepumpout.com
- 11.** Attachment A and B are diagrams and lists of the Open Water Marina with the following information:
- Location of residential uses (see Attachment A);
 - All residential structures are Vessels (*i.e., no Floating Houses*);
 - Name of occupant (see Attachment A and B);
 - OWMAA began in 2010;
 - Moorage agreement January 1 – December 31, 2017; and
 - Boat registration number (see Attachment B).

**Best Management Practices (BMPs) for Pollution Prevention
Open Water Moorage and Anchorage Area (OWMAA)**

<i>Deck</i>
• <i>Wash often with water only.</i>
• <i>Use “green” products.</i>
• <i>Spot clean only with harsher products.</i>
• <i>Require “scupper stoppers” when cleaning.</i>
• <i>Prohibit overboard discharge from decks.</i>
<i>Galley</i>
• <i>Use sink strainers.</i>
• <i>Scrape plates into trash receptacles prior to washing.</i>
• <i>Discourage garbage disposal use.</i>
• <i>Use “green” products.</i>
• <i>Encourage upland facility use.</i>
• <i>Discourage or minimize in-port use of sink.</i>
<i>Shower</i>
• <i>Encourage automatic shut-off valves</i>
• <i>Educate on “sea-showers.”</i>
• <i>Use drain-strainers.</i>
• <i>Encourage “green” products.</i>
• <i>Encourage use of clean showers at upland facility.</i>
<i>Laundry</i>
• <i>Encourage upland facility use.</i>
• <i>Post names and locations of laundries.</i>
• <i>Encourage “green” products.</i>
• <i>Prohibit on-board laundry</i>

Attachment A

Moorage Assignments 2017 - Eagle Harbor Open Water Moorage and Anchorage Area

Buoys 15 – 16 Seubert (55 ft “Kelly Bree”)

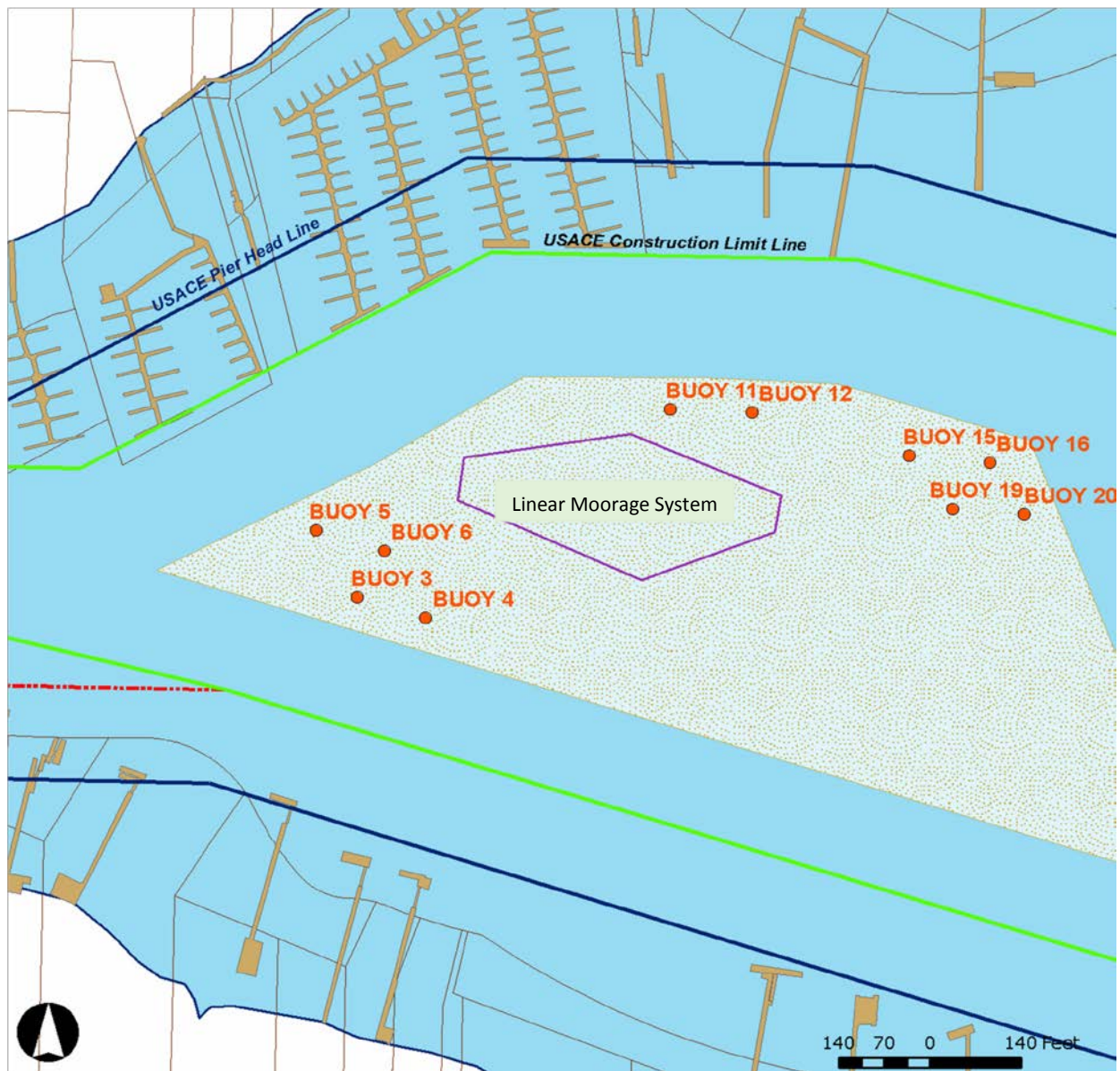
Buoys 19-20 Wood (44 ft “Hard Day’s Night”)

Buoy 11-12 Stoughton (34 ft “Meriwether”)

Buoy 5-6 Ross (31 ft “Solar Wind”)

Buoy 3-4 Carillo (30 ft “Emerald Sea”)

Linear Moorage System: Welfare, Davis, Davies, Gibson



Attachment B

Tenant Moorage List 2017

OWM 2017 Attachment to Moorage diagram

<u>Vessel LOA (Ft)</u>	<u>Vessel ID</u>	<u>Tenant</u>	<u>Mooring Location 3/1/2017</u>	<u>INS #</u>	<u>Rent(\$)</u>
31	Solar Wind WN1494NL	Ross, Bill	FORE-AFT 5/6	State Farm 47-BQ- S122-9	177
34	Meriwether WN1889JE	Stoughton, Ted	FORE-AFT 11/12	State Farm 47-BQ- M183-9	181
44	Hard Day's Night WN0753ND	Wood, Brian	FORE-AFT 19/20	State Farm 47-BZ- H817-2	196
55	Kelly Bree WN2535NE	Seubert, Rich	FORE-AFT 15/16	State Farm 47-BP-S160- 7	212
25	Niamh WN1465Z	Davis, Ted	LMS	State farm 47-BQ- M252-6	100
27	Big Foot WN4427JE	Welfare, Jack	LMS	State Farm 47-B2- W512-8	100
30	Emerald Sea WN1501LH	Carrillo, Joe	FORE-AFT 3/4	Geico BSP3328250	175
36	Galaxy WN6300RW	Gibson, Mahroni	LMS	Boat US 4056714	184
50	WN5449NL SKOOKUM	Davies, John	LMS	Boat US 3890353-15	130

When recorded, return to:
City Manager
City of Bainbridge Island
280 Madison Ave N
Bainbridge Island, WA 98110



HILARY S. FRANZ
COMMISSIONER OF PUBLIC LANDS

AQUATIC LANDS AGREEMENT AMENDMENT

Lease No. 20-085592

Grantor: Washington State Department of Natural Resources
Grantee(s): City of Bainbridge Island
Legal Description: Area A - Section 26, Township 25 North, Range 2 East, W.M.
Area B - Sections 34 and 35, Township 25 North, Range 2 East, W.M.
Assessor's Property Tax Parcel or Account Number: N/A
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this Lease: 4114-002-001

THIS LEASE AMENDMENT is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and CITY OF BAINBRIDGE ISLAND, a government agency ("Tenant").

BACKGROUND

Lease No. 20-085592 was entered into on the 15th day of January, 2011, by and between CITY OF BAINBRIDGE ISLAND as Tenant and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, as landlord ("State"), and recorded with the Kitsap County Auditor's office under recording number 201101110437.

The parties now desire to amend the Agreement under the following terms and conditions:

THEREFORE, the parties agree as follows:

SECTION 1 AMENDMENTS

Section 3.1 of the Lease is amended to read as specified in Exhibit A attached hereto.

SECTION 2 EFFECTIVE DATE

The amended provisions shall become effective as of April 30, 2017.

SECTION 3 NO RELEASE

State is not releasing any previous Assignor from fully performing the provisions of the Agreement in effect at the time of such assignment or as otherwise agreed in writing between the State, previous Assignor, and the Grantee.

SECTION 4 WARRANTIES

Tenant represents and warrants to State that (i) the Agreement is in full force and effect; (ii) Tenant is not in default or breach of the Agreement; (iii) Tenant has no knowledge of any claims, offsets, or defenses of the Tenant under the Agreement; and (iv) to the best of Tenant's knowledge, the Property is in full compliance with all applicable federal, state, and local governmental permits, rules, ordinances, and laws.

SECTION 5 CONFIRMATION OF AGREEMENT

All other terms of the Agreement not inconsistent with this Amendment are hereby affirmed and ratified.

SECTION 6 RECORDATION

At Tenant's expense and no later than thirty (30) days after receiving the fully-executed Amendment, Tenant shall record this Amendment in the county in which the Property is located. Tenant shall include the parcel number of the upland property used in conjunction with the Property, if any. Tenant shall provide State with recording information, including the date of recordation and file number. If Tenant fails to record this Agreement, State may record it and Tenant shall pay the costs of recording upon State's demand.

THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below.

DOUG SCHULZE

Dated: _____, 20__

DOUG SCHULZE

City Manager

280 Madison Ave N

Bainbridge Island, WA 98110-1812

Phone: 206-842-2545

STATE OF WASHINGTON

DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20__

KRISTIN SWENDDAL

Aquatics Division Manager

1111 Washington St SE

Olympia, WA 98504-7027

Approved as to Form this
This 22nd day of July 2016

Jennifer Clements, Assistant Attorney General

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: _____
(Seal or stamp)

(Signature)

(Print Name)
Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
County of Thurston)

I certify that I know or have satisfactory evidence that KRISTIN SWENDDAL is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Aquatics Division Manager of the Department of Natural Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____
(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

EXHIBIT A

Section 3.0 Term is amended to read as follows:

Section 3.1 Term Defined. The term of this Lease is Six (6) years (the "Term"), beginning on the 15th day of January, 2011 (the "Commencement Date), and ending on the 30th day of April, 2017 (the "Termination Date"), unless terminated sooner under the terms of this Lease.

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: 8:00 PM Memorandum of Agreement with Bainbridge Island Metropolitan Park and Recreation District Related to Sailing Float Sublease, AB 17-064 - Executive (Pg. 131)	Date: 4/25/2017
Agenda Item: UNFINISHED BUSINESS	Bill No.: 17-064
Proposed By: Deputy City Manager Morgan Smith	Referrals(s):

BUDGET INFORMATION

Department: Executive	Fund:	
Expenditure Req:	Budgeted?	Budget Amend. Req?

REFERRALS/REVIEW

:	Recommendation:	
City Manager:	Legal: Yes	Finance:

DESCRIPTION/BACKGROUND

The Bainbridge Island Metropolitan Park and Recreation District (BIMPRD) owns a sailing float that is located in Eagle Harbor, to the east of the City's Waterfront Dock. The float is used to store BIMPRD sailboats and provide a training platform for the BIMPRD community programs. The sailing float has been in this location for more than 20 years, however, it was not represented in the City's current lease with the Washington State Department of Natural Resources (DNR) for Eagle Harbor.

As part of the project to replace the City Dock, the City and DNR have developed a new lease for the area of Eagle Harbor around the City Dock. One element of the planning for the new lease was a coordinated discussion with DNR and BIMPRD to discuss the long-term plans for the sailing float. The City would prefer that the sailing float move to a location further east of the current site, in order to allow for the additional activity related to the new dock, as well as to accommodate potential future expansion of the dock. The City would also prefer for BIMPRD to enter into an independent lease with DNR for the sailing float, so that DNR and BIMPRD can work directly on any issues related to the sailing float.

BIMPRD is willing to move the sailing float to a location further east and to pursue a separate lease with DNR. Doing so will require BIMPRD to seek permits from the City and other regulatory agencies. In order to obtain the appropriate permits, the sailing float will require extensive repairs or replacement. The permitting process will also take significant time to complete.

Because this relocation will require significant expense and regulatory review, and because the City desires to allow BIMPRD to continue to provide community programs without interruption, the City intends to provide a sublease to BIMPRD for the existing sailing float in its current location for a limited period of

time.

The proposed sublease would be for a term of five years, which is sufficient term to allow BIMPRD to complete the planning and permitting necessary to relocate the sailing float to a new location and to execute an independent lease with DNR for that location.

It is important to develop this Memorandum of Agreement (MOA) in conjunction with the City's new lease with DNR because the new DNR lease identifies the sailing float as an improvement within the City's lease area and requires the City to assume responsibility for the structure and its compliance with DNR lease terms. The MOA is intended to articulate the goals and intent of the planned sublease for the sailing float, and to establish mutual agreement between the City and BIMPRD regarding key elements of the planned sublease in conjunction with the City's execution of its new lease with DNR.

Additional information related to the goals of the MOA, and by extension the plans for the sublease for the sailing float, are provided in the draft agreement (attached for review).

RECOMMENDED ACTION/MOTION

I move that the City Council authorize the City Manager to execute this Memorandum of Agreement between the City and the Bainbridge Island Metropolitan Park and Recreation District related to the District's sailing float in Eagle Harbor.

ATTACHMENTS:

Description	Type
□ 2017 MOA with BIMPRD for Sailing Float	Backup Material

**Memorandum of Agreement
between the City of Bainbridge Island, Washington,
and the Bainbridge Island Metropolitan Park and Recreation District
regarding the Sailing Float in Eagle Harbor**

Whereas, the City of Bainbridge Island (“City”) and the Bainbridge Island Metropolitan Park & Recreation District (“BIMPRD”) desire to work to complete relocation of BIMPRD’s sailing float to an area outside of the City’s Eagle Harbor lease area; and

Whereas, this relocation will require significant expense and regulatory review, and because the City desires to allow BIMPRD to continue to provide community programs without interruption, it is reasonable for the City to provide a sublease to BIMPRD for the existing sailing float in its current location; and

Whereas, the sublease would be for a limited term of five (5) years, which term is reasonable and sufficient and will allow time for BIMPRD to complete the planning and permitting necessary to relocate the sailing float to a new location and to execute an independent lease with the Washington State Department of Natural Resources (“DNR”) for that location.

Now, therefore, the City and BIMPRD (“Parties”) have the following understanding and agree as set forth below.

A. Background and Goals

1. The City holds a lease (“Lease”) with DNR for an area within Eagle Harbor. The Lease authorizes the City’s use of the area for activities related to the City Dock and the Open Water Marina (OWM). The City pays DNR a significant amount for annual rent for this leased area, and the City is responsible for the activities and structures within this area.
2. The current Lease was signed in 2011. The City is developing a new lease (“New Lease”) with DNR to replace the existing Lease. The New Lease will be executed in 2017. Several matters of significance are being addressed within the New Lease, including support for the new City Dock to be constructed in 2017, an extended term for the lease agreement (to 2043), and a shift in the City’s OWM moorage from dual-point moorage to single-point moorage.
3. The lease amount paid by the City to DNR is based on the type of activities and structures that are present within the lease area.
4. BIMPRD owns a sailing float that is moored within the City’s lease area. The float has been in this location for more than ten (10) years and it pre-dates the City’s 2011 lease with DNR. The existing Lease does not identify the BIMPRD float as present within the lease area.
5. The City prefers for the sailing float to be relocated to an area that is further to the east of the City Dock, in order to provide more room for the additional boating activity that is expected

from the new, larger dock facilities, and to allow for the potential future expansion of the dock.

6. The City desires for BIMPRD to enter into a separate lease with DNR, so that DNR and BIMPRD can coordinate directly on issues related to the sailing float and BIMPRD activities within Eagle Harbor.
7. The City and BIMPRD have agreed that it is in the best interests of both entities for BIMPRD to take the necessary actions to allow the sailing float to move to a location further to the east and to execute a direct lease between DNR and BIMPRD for that new location.

B. Constraints

1. The size and construction of the sailing float are such that it cannot meet the requirements of the City's Shoreline Master Program (SMP) and, as a result, the float cannot be moved from the current location without significant reconstruction or replacement and may potentially require a conditional use permit.
2. To move to a new location, the sailing float will also need to meet regulatory and permit requirements from other agencies, including the Washington State Department of Fish and Wildlife (DFW) and the United States Army Corps of Engineers. If a proposed new location is on state-owned aquatic lands, DNR would need to review such a proposal and, at DNR's discretion, authorize such use through a lease or other agreement.
3. The City seeks to ensure that public facilities that are under the City's responsibility comply with current environmental standards to the greatest extent possible.
4. The City and BIMPRD have agreed that it is in the best interests of both entities for BIMPRD to take the necessary actions to obtain all necessary permits for the sailing float, either by reconstruction or replacement of the existing structure.
5. The City and BIMPRD have agreed that the effort to make the sailing float conforming to SMP standards and other regulatory requirements will likely involve significant cost to BIMPRD (more than \$50,000) and an extended period of time (more than two years).
6. The City and BIMPRD have agreed that it is in the best interests of both entities to enter into a sublease to allow BIMPRD activities to continue during the period of time that is required to complete the modifications to the sailing float and the regulatory and permit review.
7. The City intends to offer BIMPRD a sublease for the existing sailing float in its current location for a period of time not to exceed five years. The sublease will allow BIMPRD sufficient time to plan for and complete reconstruction or replacement of the sailing float and the associated permit and regulatory review.

C. New DNR Lease

1. As part of the City's New Lease with DNR, DNR requires that the City identify all structures that exist within the City's lease area and assume responsibility for all structures located within that lease area. Therefore, the City must identify the dimension and location of the existing sailing float within the City's lease area with DNR. The City must assume responsibility for the existing sailing float and its compliance with the City's New Lease with DNR. The City must pay rent to DNR in an amount calculated by DNR to reflect the non-water dependent activities associated with the sailing float.
2. The proposed sublease between the City and BIMPRD will include annual rent that will not exceed the annual rent charged to the City by DNR for the sailing float and the associated non-water dependent uses. For 2018, the rent charged to the City by DNR for non-water dependent uses is \$2,860, of which 83% (or \$2,383) is attributed to the sailing float on a square footage basis. Per the terms of the City's lease with DNR, annual rent is expected to escalate on an annual basis, and is subject to periodic revaluation.
3. The proposed sublease between the City and BIMPRD will include other terms as appropriate, including insurance and other requirements.

D. Agreement Related to the Proposed City – BIMPRD Sublease

Now, therefore, the Parties agree as follows:

1. BIMPRD will work cooperatively with the City to ensure that the sailing float complies with current environmental standards to the greatest extent possible.
2. The City and BIMPRD will enter into a sublease ("Sublease") related to the sailing float to allow BIMPRD activities to continue during the period of time that is required to complete the modifications to the sailing float and to complete the regulatory and permit review process.
3. The Sublease for the existing sailing float will be executed through a separate document and that Sublease will allow BIMPRD to keep the sailing float in its current location for a period of time not to exceed five (5) years.
4. Pursuant to the Sublease, BIMPRD will take the necessary actions to obtain all necessary permits for the sailing float, either by reconstruction or replacement of the existing structure.
5. Pursuant to the Sublease, and as part of assisting the City comply with its New Lease with DNR (see above), BIMPRD will provide the necessary information and documentation to the City related to the sailing float, including related to the specific dimensions and exact location of the existing sailing float.
6. Pursuant to the Sublease, BIMPRD will pay to the City annual rent based on the rent charged to the City by DNR for the sailing float and the associated non-water dependent uses.

7. The Sublease will include other terms as appropriate, including related to insurance and other requirements.
8. The City and BIMPRD will seek to execute the Sublease to take effect as soon as possible following the execution of the City's New Lease with DNR.
9. The City and BIMPRD will negotiate in good faith to memorialize the action items and decision points as described above. If, however, the City and BIMPRD are unable to reach agreement related to the proposed Sublease, BIMPRD agrees to remove the sailing float within six (6) months of the date in which the City executes its New Lease with DNR.

By signing below, the Parties memorialize their understanding and agreement with the provisions above described and agree to act accordingly.

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

BAINBRIDGE ISLAND METROPOLITAN
PARK & RECREATION DISTRICT

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____
Terry Lande, Director

By: _____
Douglas Schulze, City Manager

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: 8:10 PM Consider City Support for Celebrate Bainbridge Events, AB 17-071 - Executive (Pg. 137)	Date: 4/25/2017
Agenda Item: NEW BUSINESS	Bill No.: 17-071
Proposed By: Kellie Stickney, Community Engagement Manager	Referrals(s):

BUDGET INFORMATION

Department: Executive	Fund: General Fund	
Expenditure Req: \$7,000	Budgeted? No	Budget Amend. Req? No

REFERRALS/REVIEW

:	Recommendation:	
City Manager: Yes	Legal: Yes	Finance:

DESCRIPTION/BACKGROUND

For the second year, the City is working with Rotary, the Bainbridge Island Downtown Association, and the Chamber of Commerce to host a series of events for the purpose of celebrating the July 4th holiday called Celebrate Bainbridge. These events include the annual Rotary Auction on July 1, the July 3rd Street Dance, the Grand Old 4th, and for the first time this year, the BIPD Boaters' Fair on July 2.

Since 2014, the City has contributed to the Street Dance and Grand Old Fourth by paying the cost of special event permits and right-of-way use fees.

The City's Special Event Permit Application requires Right of Way permits to close the roads for these events. The cost to the Downtown Association for the July 3rd Street Dance is \$175, the cost to the Chamber of Commerce is \$175, and the cost to the Rotary Club of Bainbridge Island is \$175 – totaling \$525 in Special Event Permit and Right of Way fees for this series of events.

Additionally, last year the City covered the cost for security that was provided by the BIPD at all three events, at a cost of approximately \$6,000, and costs for traffic control services that were provided by the City's Operations and Maintenance crew.

Because these integral celebrations are significant to our community and constitute a valid municipal purpose, staff is requesting that the Council consider City financial support for these costs associated with the events.

RECOMMENDED ACTION/MOTION

I move that the City Council forward to the May 9 consent agenda this proposal to pay Special Event Permit and Right of Way fees for Celebrate Bainbridge special events, and for the City to pay personnel costs for City staff supporting the events.

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: 8:20 PM Discuss Citizen Request for Control of Crowing Roosters, AB 17-082 - Mayor Tollefson (Pg. 139)	Date: 4/25/2017
Agenda Item: NEW BUSINESS	Bill No.: 17-082
Proposed By: Mayor Tollefson	Referrals(s):

BUDGET INFORMATION

Department: Executive	Fund:	
Expenditure Req:	Budgeted?	Budget Amend. Req?

REFERRALS/REVIEW

:	Recommendation:	
City Manager:	Legal: Yes	Finance:

DESCRIPTION/BACKGROUND

Councilmembers have been asked by a citizen concerned about the lack of regulations controlling the crowing of roosters. The citizen requests that BIMC 6.04.060 (Howling and Barking), which prohibits domestic animals other than livestock and domestic fowl from making noise that unreasonably disturbs others, to be extended to the crowing of roosters.

Chapter 16.26 BIMC is the Right to Farm code. It declares that compliant agricultural activities are not nuisances.

This agenda item will allow the City Council to discuss whether and how it wishes staff to address this issue further.

RECOMMENDED ACTION/MOTION

For discussion and direction to staff.

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: 8:30 PM Consider Establishing Combined Infrastructure Task Force, AB 17-083 - Mayor Tollefson (Pg. 140)	Date: 4/25/2017
Agenda Item: NEW BUSINESS	Bill No.: 17-083
Proposed By: Mayor Tollefson	Referrals(s):

BUDGET INFORMATION

Department: Executive	Fund:
Expenditure Req:	Budgeted? Budget Amend. Req?

REFERRALS/REVIEW

:	Recommendation:
City Manager:	Legal: Yes Finance:

DESCRIPTION/BACKGROUND

At its February 7, March 7, and April 18, 2017, meetings, the City Council discussed the possibility of a ballot proposition for funding non-motorized transportation improvements and for improvement or redevelopment of the City's Town Square. The City is in the process of retaining a consultant to conduct a study of Winslow-area parking needs.

The Council will consider establishing a Task Force to provide the Council with recommendations on a combined infrastructure proposal in time for the Council to take action by early December 2017. A draft proposal is attached for discussion and consideration.

RECOMMENDED ACTION/MOTION

I move that the City Council forward the 2018 Infrastructure Ballot Measure Task Force proposal to the May 9 Consent Agenda.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> 2018 Infrastructure Ballot Measure Task Force proposal	Backup Material

2018 Infrastructure Ballot Measure Task Force proposal

April 25

Council takes three actions: (A) forwards this timeline or a modified version of this timeline for approval at the next business meeting;
(B) agrees to create the Task Force described below or as modified by Council;
(C) appoints an *ad hoc* committee and Task Force liaison.

Proposed Task Force

1) *Form*: Task Force Managed by City Manager with at least one Council member liaison.

2) *Purpose*:

The purpose of the Task Force is to deliver to Council the best recommendations possible for an Infrastructure Ballot Measure, which means a ballot measure that includes funding for both NMT improvements Island-wide and some version of a Town Square project.

Council's expectation is that the recommendation(s) of the Task Force will include around \$15,000,000 for NMT improvements and that the MMTAC will take the lead role in defining what is included in the NMT portion of the Infrastructure Ballot Measure. The Task Force will recommend a preferred way to fund this combined project, which may include some combination of voter approved funds (bonds or a levy lid lift), creation of a Local Improvement District, and City General Fund support.

The Task Force's main duties are to develop and recommend to Council (A) one or more preferred alternatives for the Town Square Project with cost estimates and (B) one or more preferred alternatives for an Infrastructure Ballot Measure that includes funding for both the NMT improvements provided by the MMTAC and the Town Square Project.

3) *Task Force Composition*:

- a) Two members of Multi-Modal Transportation Advisory Committee
- b) Three Bainbridge business reps, including at least two from the Downtown business community.
- c) Two cultural organization reps – BPA; Bainbridge Historical Society
- d) Two Farmers Market reps
- e) Two civic organization reps: Rotary, Lions, Kiwanis, etc.
- f) Five at-large community reps
- g) Two local architectural firm reps

4) *Work plan*:

- a) 9/14/2017 completion and report delivered
- b) One or more charettes facilitated by retained City planner consultant
 - i) Council will need to approve a budget amount
 - ii) City Manager will hire
 - iii) Preference for using local consultant
- c) Deliverables:
 - i) Summary of work and opinion regarding

- (1) Community support
 - (2) Further public process
- ii) Prioritized list of non-motorized projects (provided by MMTAC)
- iii) Prioritized concepts for Town Square
 - (1) Short and long term
 - (2) Business community
- iv) Recommendation on total funding package and mechanisms
- 5) *Recruitment*:
 - a) Members recommended by Council *ad hoc* Committee and approved by Council.

May 2	COBI advertises for Task Force applicants.
May 16	City Manager provides recommendation to Council re budget for charrette/design consultant. Council authorizes City Manager to proceed with hiring charrette/design consultant with goal of consultant being prepared to launch Task Force town square work at June 9 or 10 meeting
May 17	Cut-off for Task Force member applications; Council begins process of selecting members from the applicants
May 23	Council approves Task Force membership
June 9 or 10	First Task Force meeting: (1) MMTAC provides to Task Force its recommended NMT improvement package for inclusion in the Infrastructure Ballot Measure; (2) Task Force reviews prior conceptual planning for Town Square; (3) Task Force discusses work required to accomplish work plan, including work with consultant and scheduling of charrette
June - Sept.	Task Force works according to schedule it adopts.
Sept 19	Council Study Session – Receive Task Force report
Sept 21	Public Meeting on Task Force report
Sept 26	Council discussion of next steps and possibly direct staff to prepare appropriate Ordinances and/or Resolutions.
_____	Continued Discussion
_____	Public Meeting on Tentative Council plan
_____	Continued Discussion
December 15(?)	Deadline for Notice to Auditor of proposition for February 13 ballot measure.

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: Agenda Bill for Consent Agenda, AB 17-076 (Pg. 143)	Date: 4/25/2017
Agenda Item: CONSENT AGENDA 8:40 PM	Bill No.: 17-076
Proposed By: City Clerk	Referrals(s):

BUDGET INFORMATION

Department: City Clerk	Fund:	
Expenditure Req:	Budgeted?	Budget Amend. Req?

REFERRALS/REVIEW

:	Recommendation:	
City Manager:	Legal:	Finance:

DESCRIPTION/BACKGROUND

Consider approval of the following items on the consent agenda:

- B. Accounts Payable and Payroll
- C. Special City Council Meeting Minutes, April 4, 2017
- D. City Council Study Session Minutes, April 4, 2017
- E. Special City Council Meeting Minutes, April 11, 2017
- F. Regular City Council Business Meeting Minutes, April 11, 2017
- G. Special City Council Meeting Minutes, April 12, 2017
- H. Ordinance No. 2017-08, Amending BIMC 16.04.160 Regarding State Environmental Policy Act (SEPA) Substantive Authority
- I. Washington State Patrol Live-Scan to Western Identification Network Automated Biometric Identification System Connection User's Agreement
- J. Extra Duty Police Services Agreement with Kitsap Transit

RECOMMENDED ACTION/MOTION

I move to approve the consent agenda, as presented.

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: Accounts Payable and Payroll (Pg. 144)	Date: 4/25/2017
Agenda Item: CONSENT AGENDA 8:40 PM	Bill No.: 17-076
Proposed By:	Referrals(s):

BUDGET INFORMATION

Department: City Clerk	Fund:	
Expenditure Req:	Budgeted?	Budget Amend. Req?

REFERRALS/REVIEW

:	Recommendation:	
City Manager:	Legal:	Finance:

DESCRIPTION/BACKGROUND

RECOMMENDED ACTION/MOTION

Approve with consent agenda.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Accounts Payable	Backup Material
<input type="checkbox"/> Payroll	Backup Material

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: April 10, 2017 - April 24, 2017
CITY COUNCIL: April 11, 2017 - April 25, 2017

Last check from previous run: 344146 dated 04/12/17 Issued to COMCAST in the amount of \$11.35

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
EFT	N/A	N/A		-
ACH	N/A	N/A		-
ACH	N/A	N/A		-
Regular Run	04/12/17	344143	VOID - WA. WATER SERVICE CO./MARCH 2017-WATER/DECANT FACILITY	VOID
Manual	04/07/17	344147	CENTURYLINK/CITYWIDE PHONE SERVICE - MARCH 2017	2,785.10
Manual	04/12/17	344148	PW/REDSIDE CONSTRUCTION/WATERFRONT PARK IMPROVEMENTS	195,858.38
Manual	04/12/17	344149	WA. WATER SERVICE CO./MARCH 2017-WATER/DECANT FACILITY	139.78
Manual	04/13/17	344150	BAINBRIDGE DISPOSAL/CITYWIDE DISPOSAL SERVICE	1,694.98
Manual	04/13/17	344151	CENTURY LINK/CITYWIDE ALARM MONITORING & TELEMETRY	905.18
Manual	04/13/17	344152	POL/KELLEY IMAGING/ES4555C COPIER LEASE	279.04
Manual	04/13/17	344153	PUGET SOUND ENERGY/MARCH 2017 CITYWIDE ELECTRIC CHARGES	26,876.11
Manual	04/13/17	344154	PUGET SOUND ENERGY/MARCH 2017 CITY HALL ELECTRIC CHARGES	4,089.53
Manual	04/13/17	344155	VERIZON WIRELESS/MARCH 2017 CITYWIDE CELL PHONE SERVICE	4,408.04
Manual	04/13/17	344156	PW/SEALEVEL BULKHEAD BUILDERS/ROCKAWAY BEACH OUTFALL	11,648.00
Manual	04/13/17	344157	PCD/DEPT. OF ECOLOGY/TRAINING-ESTIMATING MITIGATION NEEDS	95.00
Manual	04/19/17	344158	ENG/KELLEY IMAGING/ES4505AC SYSTEM - COPIER LEASE	311.30
Manual	04/19/17	344159	PW/NORDLAND CONSTRUCTION/SOUND TO OLYMPICS TRAIL	70,112.00
Manual	04/19/17	344160	PUGET SOUND ENERGY/278 WINSLOW WAY EAST - KIOSK	10.81
Manual	04/19/17	344161	WA ST DEPT OF LABOR & INDUSTRIES/2017 Q1 POL/ENG VOLUNTEER HOURS	94.73
Manual Checks, Electronic Disbursements				319,307.98

Regular Run	04/26/17	344162 - 344269	Regular Check Run	446,070.43
Total Disbursements				765,378.41

Retainage Release	N/A	N/A	No Retainage Releases	-
Travel Advance	N/A	N/A	No Travel Advances	-

Prepared and Reviewed by Brigham Huish 4/20/17 Brigham Huish, Accounts Payable

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

Karl R. Shaw 4-20-2017
Karl R. Shaw, Accounting Manager Date

VOID

04/12/2017 09:05 |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

344143 04/12/2017 VOID 5271 WASHINGTON WATER SER 212664 0131710-MAR17 03/20/2017 -131.87
Invoice: 0131710-MAR17 MAR17-WATER/DECANT FACILITY
-131.87 91435838 547500 GG-DECANT-WATER/SEWER

CHECK 344143 TOTAL: -131.87

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** -131.87

COUNT AMOUNT

TOTAL VOIDED CHECKS 1 131.87

*** GRAND TOTAL *** -131.87

04/12/2017 09:05 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 2
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: bhuish

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2017 4 110									
APP 403-213000						ACCOUNTS PAYABLE			131.87
04/12/2017	344143	VOID				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH		131.87	
04/12/2017	344143	VOID				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								131.87	131.87
APP 631-130000						DUE TO/FROM CLEARING			131.87
04/12/2017	04/09/17	VOID							
APP 403-130000						DUE TO/FROM CLEARING		131.87	
04/12/2017	04/09/17	VOID							
SYSTEM GENERATED ENTRIES TOTAL								131.87	131.87
JOURNAL 2017/04/110 TOTAL								263.74	263.74

04/12/2017 09:05
bhuish

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

|P 3
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
403 STORM & SURFACE WATER FUND	2017 4	110	04/12/2017			
403-130000				DUE TO/FROM CLEARING	131.87	
403-213000				ACCOUNTS PAYABLE		131.87
				FUND TOTAL	131.87	131.87
631 CLEARING FUND	2017 4	110	04/12/2017			
631-130000				DUE TO/FROM CLEARING		131.87
635-111100				CASH	131.87	
				FUND TOTAL	131.87	131.87

04/12/2017 09:05 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
403 STORM & SURFACE WATER FUND			131.87
631 CLEARING FUND		131.87	
	TOTAL	131.87	131.87

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

MANUAL

04/07/2017 11:33 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 1
|apcsbdb

CR 4/7/17

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

344147 04/07/2017 PRD 551 CENTURYLINK 212680 0399MAR17 03/23/2017 M040717 2,785.10
Invoice: 0399MAR17 CITYWIDE PHONE SVC-MAR17

1,577.87	91425358	542100	GG-WWTP-TELEPHONE/FAX
711.45	91411891	542100	GG-WTR-FAC-PHONE
65.88	91011755	542100	GG-C/E-COMMONS-PHONE
132.27	91011189	542100	GG-C/E-CITY HALL-PHONE
188.92	91011897	542100	GG-C/E-O&M YARD FAC-PHONE
63.54	91011255	542100	GG-C/E-COURT BLDG-PHONE
45.17	91011215	542100	GG-C/E-PD-PHONE

CHECK 344147 TOTAL: 2,785.10

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 2,785.10

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	2,785.10

*** GRAND TOTAL *** 2,785.10

04/07/2017 11:33 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 2
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

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	
2017 4 70									
APP 402-213000					ACCOUNTS PAYABLE		1,577.87		
04/07/2017	M040717	040717			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH			2,785.10	
04/07/2017	M040717	040717			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000					ACCOUNTS PAYABLE		711.45		
04/07/2017	M040717	040717			AP CASH DISBURSEMENTS JOURNAL				
APP 001-213000					GENERAL - ACCOUNTS PAYABLE		495.78		
04/07/2017	M040717	040717			AP CASH DISBURSEMENTS JOURNAL				
GENERAL LEDGER TOTAL							2,785.10	2,785.10	
APP 631-130000					DUE TO/FROM CLEARING		2,785.10		
04/07/2017	M040717	040717							
APP 402-130000					DUE TO/FROM CLEARING			1,577.87	
04/07/2017	M040717	040717							
APP 401-130000					DUE TO/FROM CLEARING			711.45	
04/07/2017	M040717	040717							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING			495.78	
04/07/2017	M040717	040717							
SYSTEM GENERATED ENTRIES TOTAL							2,785.10	2,785.10	
JOURNAL 2017/04/70 TOTAL							5,570.20	5,570.20	

04/07/2017 11:33 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 3
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2017 4	70	04/07/2017			
001-130000				GENERAL - DUE TO/FROM CLEARING		495.78
001-213000				GENERAL - ACCOUNTS PAYABLE	495.78	
				FUND TOTAL	495.78	495.78
401 WATER OPERATING FUND	2017 4	70	04/07/2017			
401-130000				DUE TO/FROM CLEARING		711.45
401-213000				ACCOUNTS PAYABLE	711.45	
				FUND TOTAL	711.45	711.45
402 SEWER OPERATING FUND	2017 4	70	04/07/2017			
402-130000				DUE TO/FROM CLEARING		1,577.87
402-213000				ACCOUNTS PAYABLE	1,577.87	
				FUND TOTAL	1,577.87	1,577.87
631 CLEARING FUND	2017 4	70	04/07/2017			
631-130000				DUE TO/FROM CLEARING	2,785.10	
635-111100				CASH		2,785.10
				FUND TOTAL	2,785.10	2,785.10

04/07/2017 11:33
bhuish

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

|P 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		495.78
401	WATER OPERATING FUND		711.45
402	SEWER OPERATING FUND		1,577.87
631	CLEARING FUND	2,785.10	
	TOTAL	2,785.10	2,785.10

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

MANUAL

04/12/2017 10:39 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 1
|apcsbdb

Re 4/12/17

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

344148 04/12/2017 PRD 7801 REDSIDE CONSTRUCTION 212685 PAYREQ8-637 04/11/2017 21600072 M041217 115,420.38
Invoice: PAYREQ8-637 WATERFRONT PARK IMPROVEMENTS

115,420.38 72311476 66300000637 WFP CAP-CONSTRUCTION

212687 PAYREQ9-637 04/11/2017 21600072 M041217 80,438.00

Invoice: PAYREQ9-637 WATERFRONT PARK IMPROVEMENTS

80,438.00 72311476 66300000637 WFP CAP-CONSTRUCTION

CHECK 344148 TOTAL: 195,858.38

344149 04/12/2017 PRD 5271 WASHINGTON WATER SER 212684 0131710-MAR17 #2 03/20/2017 M041217 139.78
Invoice: 0131710-MAR17 #2 MAR17-WATER/DECANT FACILITY

139.78 91435838 547500 GG-DECANT-WATER/SEWER

CHECK 344149 TOTAL: 139.78

NUMBER OF CHECKS 2 *** CASH ACCOUNT TOTAL *** 195,998.16

COUNT AMOUNT

TOTAL PRINTED CHECKS 2 195,998.16

*** GRAND TOTAL *** 195,998.16

04/12/2017 10:39 |CITY OF BAINBRIDGE ISLAND
 bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 2
 |apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: bhuish

YEAR PER	JNL				ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC		
2017 4 123								
APP 301-213000	04/12/2017	M041217	041217			ACCOUNTS PAYABLE	195,858.38	
						AP CASH DISBURSEMENTS JOURNAL		
APP 635-111100	04/12/2017	M041217	041217			CASH		195,998.16
						AP CASH DISBURSEMENTS JOURNAL		
APP 403-213000	04/12/2017	M041217	041217			ACCOUNTS PAYABLE	139.78	
						AP CASH DISBURSEMENTS JOURNAL		
GENERAL LEDGER TOTAL							195,998.16	195,998.16
APP 631-130000	04/12/2017	M041217	041217			DUE TO/FROM CLEARING	195,998.16	
APP 301-130000	04/12/2017	M041217	041217			DUE TO/FROM CLEARING		195,858.38
APP 403-130000	04/12/2017	M041217	041217			DUE TO/FROM CLEARING		139.78
SYSTEM GENERATED ENTRIES TOTAL							195,998.16	195,998.16
JOURNAL 2017/04/123 TOTAL							391,996.32	391,996.32

04/12/2017 10:39 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 3
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
301 CAPITAL CONSTRUCTION FUND	2017 4	123	04/12/2017			
301-130000				DUE TO/FROM CLEARING		195,858.38
301-213000				ACCOUNTS PAYABLE	195,858.38	
				FUND TOTAL	195,858.38	195,858.38
403 STORM & SURFACE WATER FUND	2017 4	123	04/12/2017			
403-130000				DUE TO/FROM CLEARING		139.78
403-213000				ACCOUNTS PAYABLE	139.78	
				FUND TOTAL	139.78	139.78
631 CLEARING FUND	2017 4	123	04/12/2017			
631-130000				DUE TO/FROM CLEARING	195,998.16	
635-111100				CASH		195,998.16
				FUND TOTAL	195,998.16	195,998.16

04/12/2017 10:39 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

P 4
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
301 CAPITAL CONSTRUCTION FUND			195,858.38
403 STORM & SURFACE WATER FUND			139.78
631 CLEARING FUND		195,998.16	
	TOTAL	195,998.16	195,998.16

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

MANUAL

04/13/2017 10:49 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 1
|apcshdsb

4/13/17

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

344150	04/13/2017	PRTD	47 BAINBRIDGE DISPOSAL	212751	0000641380	03/31/2017	M041217		138.76
			Invoice: 0000641380					SENIOR CENTER/COMMONS - DISPOSAL SVC	
				138.76	91011755 547900			GG-C/E-COMMONS-GARBAGE	
				212752	015003-MAR17	03/31/2017	M041217		258.23
			Invoice: 015003-MAR17					MAR17-CITY HALL DISPOSAL SVC	
				258.23	91011189 547900			GG-C/E-CITY HALL-GARBAGE	
				212753	019199-MAR17	03/31/2017	M041217		56.07
			Invoice: 019199-MAR17					MAR17-BIG BELLY SOLAR CANS-W.W.	
				56.07	91011189 547903			BIG BELLY SOLAR GARBAGE CANS	
				212754	010963-MAR17	03/31/2017	M041217		1,241.92
			Invoice: 010963-MAR17					MAR17-CITYWIDE DISPOSAL SVC	
				133.94	91011215 547900			GG-C/E-PD-GARBAGE	
				312.26	91011768 547900			GG-C/E-PARKS-GARBAGE	
				83.21	91425358 547900			GG-WWTP-GARBAGE (NOT BIOSOLIDS)	
				712.51	91011897 547900			GG-C/E-O&M YARD FAC-GARBAGE	
						CHECK	344150 TOTAL:		1,694.98
344151	04/13/2017	PRTD	551 CENTURYLINK	212757	8731APR17	04/02/2017	M041217		50.68
			Invoice: 8731APR17					COMMONS FIRE ALARM MONITORING	
				50.68	91011755 542100			GG-C/E-COMMONS-PHONE	
				212758	0225APR17	04/02/2017	M041217		90.39
			Invoice: 0225APR17					O&M FIRE ALARM MONITORING	
				90.39	91011897 542100			GG-C/E-O&M YARD FAC-PHONE	
				212759	0754APR17	04/02/2017	M041217		72.94
			Invoice: 0754APR17					FLETCHER BAY WELL TELEMETRY	
				72.94	91411891 542100			GG-WTR-FAC-PHONE	
				212760	1745APR17	04/02/2017	M041217		43.99
			Invoice: 1745APR17					CITY HALL ELEVATOR SVC	
				43.99	91011189 542100			GG-C/E-CITY HALL-PHONE	
				212761	3736APR17	04/02/2017	M041217		90.39
			Invoice: 3736APR17					CITY HALL FIRE ALARM MONITORING	
				90.39	91011189 542100			GG-C/E-CITY HALL-PHONE	
				212762	5211APR17	04/02/2017	M041217		182.02
			Invoice: 5211APR17					POLICE PHONE SVC	
				182.02	91011215 542100			GG-C/E-PD-PHONE	
				212763	9136APR17	04/02/2017	M041217		136.27
			Invoice: 9136APR17					CITY HALL SECURITY ALARM MONITORING	
				136.27	91011189 542100			GG-C/E-CITY HALL-PHONE	
				212764	9791APR17	04/02/2017	M041217		137.80
			Invoice: 9791APR17					POLICE TI MANDUS-CENCOM	

04/13/2017 10:49 |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	NET
INVOICE DTL DESC									
				137.80	91011215 542100	GG-C/E-PD-PHONE			
Invoice: 9840APR17				212765	9840APR17	04/02/2017		M041217	50.35
				50.35	91411891 542100	HEAD OF BAY WELL TELEMETRY			
						GG-WTR-FAC-PHONE			
Invoice: 9858APR17				212766	9858APR17	04/02/2017		M041217	50.35
				50.35	91411891 542100	SANDS AVE WELL TELEMETRY			
						GG-WTR-FAC-PHONE			
						CHECK	344151	TOTAL:	905.18
344152 04/13/2017 PRD			1971 KELLEY IMAGING SYSTE	212755	20435506	04/03/2017		M041217	279.04
Invoice: 20435506				279.04	51011211 545000	POL/ES4555C COPIER LEASE			
						PD-C/E-ADMIN RENTS/LEASE			
						CHECK	344152	TOTAL:	279.04
344153 04/13/2017 PRD			1205 PUGET SOUND ENERGY	212688	823MAR17	04/03/2017		M041217	10.81
Invoice: 823MAR17				10.81	91011768 547100	BRIAN DRIVE N/BOOTH EL PANEL			
						GG-C/E-PARKS-ELECTRIC			
Invoice: 640MAR17				212689	640MAR17	04/03/2017		M041217	40.26
				40.26	91011768 547100	BRIAN DRIVE S/BOOTH EL PANEL			
						GG-C/E-PARKS-ELECTRIC			
Invoice: 573MAR17				212690	573MAR17	04/03/2017		M041217	22.06
				22.06	91411345 547100	COMMODORE/HS RESERVOIR			
						GG-WTR-ELECTRIC			
Invoice: 093MAR17				212691	093MAR17	04/03/2017		M041217	1,538.71
				1,538.71	91411345 547100	FLETCHER BAY WELL FIELD			
						GG-WTR-ELECTRIC			
Invoice: 256MAR17				212692	256MAR17	04/03/2017		M041217	528.68
				528.68	91421355 547100	SLS-8 HWY 305/HARBORVIEW			
						GG-SWR-ELECTRIC			
Invoice: 291MAR17				212693	291MAR17	04/03/2017		M041217	14.87
				14.87	91411345 547100	HEAD OF BAY WELL FIELD			
						GG-WTR-ELECTRIC			
Invoice: 031MAR17				212694	031MAR17	04/03/2017		M041217	156.34
				156.34	91421355 547100	SLS-6 LOVELL LOWER			
						GG-SWR-ELECTRIC			
Invoice: 466MAR17				212695	466MAR17	04/03/2017		M041217	10.81
				10.81	91111264 547100	MADISON/HS RAINBRINGER			
						GG-STREET-TRAF CONTROL-UTILITY			

04/13/2017 10:49 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 3
|apcshdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
Invoice: 893MAR17				212696	893MAR17	04/03/2017		M041217	742.66
								MUNICIPAL STREET LIGHTING - #LITES	
				742.66	91111263 547100			GG-STRT-STREET LIGHTING-UTIL	
Invoice: 143MAR17				212697	143MAR17	04/03/2017		M041217	11.84
								REITAN ROAD/WELCOME TO BI 16280 REITAN RD NE	
				11.84	91111264 547100			GG-STREET-TRAF CONTROL-UTILITY	
Invoice: 735MAR17				212698	735MAR17	04/03/2017		M041217	124.35
								SHANNON DRIVE/WFP DOCK	
				124.35	91011768 547100			GG-C/E-PARKS-ELECTRIC	
Invoice: 736MAR17				212699	736MAR17	04/03/2017		M041217	76.49
								SHANNON DRIVE/WFP RESTRM	
				76.49	91011768 547100			GG-C/E-PARKS-ELECTRIC	
Invoice: 647MAR17				212700	647MAR17	04/03/2017		M041217	31.39
								STREET LIGHTS/TRAFFIC CONTR	
				31.39	91111263 547100			GG-STRT-STREET LIGHTING-UTIL	
Invoice: 021MAR17				212701	021MAR17	04/03/2017		M041217	111.33
								SLS-3 TREATMENT PLANT	
				111.33	91421355 547100			GG-SWR-ELECTRIC	
Invoice: 710MAR17				212702	710MAR17	04/03/2017		M041217	316.94
								SLS-2 VILLAGE CENTER	
				316.94	91421355 547100			GG-SWR-ELECTRIC	
Invoice: 717MAR17				212703	717MAR17	04/03/2017		M041217	355.81
								POLICE STATION-METER1 (ORIG)	
				355.81	91011215 547100			GG-C/E-PD-ELECTRIC	
Invoice: 111MAR17				212704	111MAR17	04/03/2017		M041217	442.27
								POLICE STATION-METER2	
				442.27	91011215 547100			GG-C/E-PD-ELECTRIC	
Invoice: 520-298MAR17				212705	520-298MAR17	04/03/2017		M041217	408.99
								SLS-5 WW/SUNDAY COVE	
				408.99	91421355 547100			GG-SWR-ELECTRIC	
Invoice: 797MAR17				212706	797MAR17	04/03/2017		M041217	228.27
								MUNICIPAL COURT-METER E3-10255 NE VALLEY RD	
				228.27	91011255 547100			GG-C/E-COURT BLDG-ELECTRIC	
Invoice: 182MAR17				212707	182MAR17	04/03/2017		M041217	64.92
								MUNICIPAL COURT-METER E6-10255 NE VALLEY RD	
				64.92	91011255 547100			GG-C/E-COURT BLDG-ELECTRIC	
Invoice: 520-374MAR17				212708	520-374MAR17	04/03/2017		M041217	65.03
								SIGNAL @ 108 OLYMPIC DR SE	
				65.03	91111264 547100			GG-STREET-TRAF CONTROL-UTILITY	

04/13/2017 10:49 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 4
|apcshdab

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
Invoice: 973MAR17				212709	973MAR17	04/03/2017		M041217	67.79
				67.79	91415345 547100	OC RESERVOIR LID17 PHASE2 - 1100 OLD CREOSOTE RD N GG-ROCKAWAY BCH-UTILITIES			
Invoice: 336MAR17				212710	336MAR17	04/03/2017		M041217	150.19
				150.19	91421355 547100	SLS-9 ISLAND TERRACE-1174 FERNCLIFF AVE NE GG-SWR-ELECTRIC			
Invoice: 461MAR17				212711	461MAR17	04/03/2017		M041217	5,778.61
				5,778.61	91425358 547100	WWTP-1220 DONALD PLACE GG-WWTP-ELECTRIC			
Invoice: 040-581MAR17				212712	040-581MAR17	04/03/2017		M041217	156.34
				156.34	91421355 547100	3900 HALLS HILL RD PUMP GG-SWR-ELECTRIC			
Invoice: 444MAR17				212713	444MAR17	04/03/2017		M041217	841.41
				841.41	91011755 547100	BI COMMONS-402 BJUNE DRIVE GG-C/E-COMMONS-ELECTRIC			
Invoice: 636MAR17				212714	636MAR17	04/03/2017		M041217	87.81
				87.81	91421355 547100	SLS-7 WING POINT WAY-4296 WING POINT WAY GG-SWR-ELECTRIC			
Invoice: 206MAR17				212715	206MAR17	04/03/2017		M041217	502.09
				502.09	91421355 547100	4586 POINT WHITE DR NE GG-SWR-ELECTRIC			
Invoice: 040-751MAR17				212716	040-751MAR17	04/03/2017		M041217	10.91
				10.91	91411345 547100	520 ERICKSEN AVE NE PRV-WTR SYS GG-WTR-ELECTRIC			
Invoice: 828MAR17				212717	828MAR17	04/03/2017		M041217	141.81
				141.81	91415345 547100	TAYLOR WELLS LID17 PHASE1-6300 TAYLOR AVE GG-ROCKAWAY BCH-UTILITIES			
Invoice: 247MAR17				212718	247MAR17	04/03/2017		M041217	66.25
				66.25	91435838 547100	SSWM/DECANT FACILITY-6400 DON PALMER AVE NE GG-DECANT-ELECTRIC			
Invoice: 884MAR17				212719	884MAR17	04/03/2017		M041217	122.89
				122.89	91421355 547100	SLS FERRY TERMINAL-692 KLICKITAT PLACE NE GG-SWR-ELECTRIC			
Invoice: 520-136MAR17				212720	520-136MAR17	04/03/2017		M041217	2,841.07
				2,841.07	91411345 547100	HOB BOOSTER PUMP/WELL-7290 WYATT WAY GG-WTR-ELECTRIC			
Invoice: 558MAR17				212721	558MAR17	04/03/2017		M041217	2,819.63
				2,819.63	91011897 547100	7315 NE HIDDEN COVE ROAD GG-C/E-O&M YARD FAC-ELECTRIC			

04/13/2017 10:49 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 5
|apcsbdb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
Invoice: 058MAR17				212722	058MAR17	04/03/2017		M041217	60.72
				60.72	91011897 547100	NE HIDDEN COVE-SHOP-7315 HIDDEN COVE RD GG-C/E-O&M YARD FAC-ELECTRIC			
Invoice: 040-714MAR17				212723	040-714MAR17	04/03/2017		M041217	23.45
				23.45	91021182 547100	7095 NE TWIN PONDS RD GG-OS-PROP MNGT-ELECTRIC			
Invoice: 831MAR17				212724	831MAR17	04/03/2017		M041217	2,601.50
				2,601.50	91411345 547100	SANDS AVE NE WELL FIELD-8499 SANDS AVE NE GG-WTR-ELECTRIC			
Invoice: 983MAR17				212725	983MAR17	04/03/2017		M041217	11.76
				11.76	91111264 547100	MILLER RD NE BEACON-8800 1/2 MILLER RD GG-STREET-TRAF CONTROL-UTILITY			
Invoice: 888MAR17				212726	888MAR17	04/03/2017		M041217	378.32
				378.32	91411345 547100	NE H.S. RD PUMP-9300 NE HS RD GG-WTR-ELECTRIC			
Invoice: 067MAR17				212727	067MAR17	04/03/2017		M041217	10.81
				10.81	91111263 547100	MADISON PARKING LOT GG-STRT-STREET LIGHTING-UTIL			
Invoice: 658MAR17				212728	658MAR17	04/03/2017		M041217	72.66
				72.66	91421355 547100	SLS-4 IRENE/LOWER HAWLEY GG-SWR-ELECTRIC			
Invoice: 682-B-MAR17				212729	682-B-MAR17	04/03/2017		M041217	29.74
				29.74	91111263 547100	MUNIC PARKING LOT-MADISON/MADRONA GG-STRT-STREET LIGHTING-UTIL			
Invoice: IL1MAR17				212730	IL1MAR17	04/03/2017		M041217	286.74
				286.74	91111263 547100	ERCKSN/MDSN/WNSLW/KNCHTL GG-STRT-STREET LIGHTING-UTIL			
Invoice: IL3MAR17				212731	IL3MAR17	04/03/2017		M041217	40.61
				40.61	91111263 547100	ROUNDAABOUT HS/MADISON IMPR GG-STRT-STREET LIGHTING-UTIL			
Invoice: IL5MAR17				212732	IL5MAR17	04/03/2017		M041217	103.57
				103.57	91111263 547100	COMMODORE OFF H.S.@OLYMPIC GG-STRT-STREET LIGHTING-UTIL			
Invoice: IL7MAR17				212733	IL7MAR17	04/03/2017		M041217	94.37
				94.37	91111263 547100	MADISON PRJ H.S. TO WINSLOW II GG-STRT-STREET LIGHTING-UTIL			
Invoice: IL9MAR17				212734	IL9MAR17	04/03/2017		M041217	140.00
				140.00	91111263 547100	MADISON AVE SO GG-STRT-STREET LIGHTING-UTIL			

04/13/2017 10:49 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

P 6
apcsbdb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
Invoice: 285MAR17				212735	285MAR17	04/03/2017		M041217	324.81
						SPS N.TOWN/SPORTSMAN			
				324.81	91421355 547100	GG-SWR-ELECTRIC			
Invoice: IL11MAR17				212736	IL11MAR17	04/03/2017		M041217	23.70
						STREET LIGHTS WW MAD TO 305			
				23.70	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: IL12MAR17				212737	IL12MAR17	04/03/2017		M041217	96.69
						STREET LIGHTS WW 305-FRNCLFF			
				96.69	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: WW&305MAR17				212738	WW&305MAR17	04/03/2017		M041217	621.45
						WINSLOW WAY & 305			
				621.45	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY			
Invoice: SPRINGMAR17				212739	SPRINGMAR17	04/03/2017		M041217	66.07
						SPRINGRIDGE RD/HANSEN HILL			
				66.07	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: 520-330MAR17				212740	520-330MAR17	04/03/2017		M041217	35.06
						210 WINSLOW WAY E IRRIGATION			
				35.06	91011768 547100	GG-C/E-PARKS-ELECTRIC			
Invoice: LYNCTRMAR17				212741	LYNCTRMAR17	04/03/2017		M041217	106.39
						4238 LYNWOOD CENTER RD, BLOSSOM HILL			
				106.39	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: BRKLYN&MADMAR17				212742	BRKLYN&MADMAR17	04/03/2017		M041217	13.14
						NEW BROOKLYN & MAD AVE-STREET LIGHT			
				13.14	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: 2360-MADMAR17				212743	2360-MADMAR17	04/03/2017		M041217	13.14
						2360 MAD AVE N - E. ENTRNCE ST LGHT			
				13.14	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: MAD&ORDMAR17				212744	MAD&ORDMAR17	04/03/2017		M041217	13.14
						MADISON AVE N, ORDWAY CROSS-ST LIGHT			
				13.14	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: BRKLYN&NTOWNMAR17				212745	BRKLYN&NTOWNMAR17	04/03/2017		M041217	13.14
						NEW BROOKLYN & N.TOWN-ST. LIGHT			
				13.14	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: WING&AZALEAMAR17				212746	WING&AZALEAMAR17	04/03/2017		M041217	10.35
						WING POINT& AZALEA AVE NE-ST. LIGHT			
				10.35	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: W.OFMAD-PH1MAR17				212747	W.OFMAD-PH1MAR17	04/03/2017		M041217	903.46
						W. OF MADISON-BAINBRIDGE CO PH1			
				903.46	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			

04/13/2017 10:49 |CITY OF BAINBRIDGE ISLAND
 bhuish |A/P CASH DISBURSEMENTS JOURNAL

P 7
 apcshdab

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

Invoice: E.OFMAD-PH2MAR17				212748	E.OFMAD-PH2MAR17	04/03/2017	M041217	1,848.98	
				1,848.98	91111263 547100	E. OF MADISON-BAINBRIDGE CO PH2 GG-STRT-STREET LIGHTING-UTIL			
Invoice: MAD&H.S.MAR17				212749	MAD&H.S.MAR17	04/03/2017	M041217	42.71	
				42.71	91111263 547100	MADISON AVE/H.S. AVE - ST. LIGHT GG-STRT-STREET LIGHTING-UTIL			
				CHECK 344153 TOTAL:				26,876.11	
344154	04/13/2017	PRTD	1205 PUGET SOUND ENERGY	212750	CITYHALL-MAR17	04/03/2017	M041217	4,089.53	
Invoice: CITYHALL-MAR17				4,089.53	91011189 547100	CITY HALL ACCT #...837 GG-C/E-CITY HALL-ELECTRIC			
				CHECK 344154 TOTAL:				4,089.53	
344155	04/13/2017	PRTD	1485 VERIZON WIRELESS	212756	9783139668	04/01/2017	M041217	4,408.04	
Invoice: 9783139668				4,408.04	91011189 542100	MAR17-CITYWIDE CELL PHONE SVC GG-C/E-CITY HALL-PHONE			
				CHECK 344155 TOTAL:				4,408.04	
				NUMBER OF CHECKS		6	*** CASH ACCOUNT TOTAL ***		38,252.88
						COUNT	AMOUNT		
				TOTAL PRINTED CHECKS		6	38,252.88		
						*** GRAND TOTAL ***		38,252.88	

04/13/2017 10:49 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 8
|apcshdeb

JOURNAL ENTRIES TO BE CREATED

CLERK: bhuish

YEAR PER	JNL				ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC		
2017 4 165								
APP 001-213000						GENERAL - ACCOUNTS PAYABLE	16,243.37	
	04/13/2017	M041217	041317			AP CASH DISBURSEMENTS JOURNAL		
APP 635-111100						CASH		38,252.88
	04/13/2017	M041217	041317			AP CASH DISBURSEMENTS JOURNAL		
APP 402-213000						ACCOUNTS PAYABLE	8,800.89	
	04/13/2017	M041217	041317			AP CASH DISBURSEMENTS JOURNAL		
APP 401-213000						ACCOUNTS PAYABLE	7,790.68	
	04/13/2017	M041217	041317			AP CASH DISBURSEMENTS JOURNAL		
APP 101-213000						STREETS - ACCOUNTS PAYABLE	5,351.69	
	04/13/2017	M041217	041317			AP CASH DISBURSEMENTS JOURNAL		
APP 403-213000						ACCOUNTS PAYABLE	66.25	
	04/13/2017	M041217	041317			AP CASH DISBURSEMENTS JOURNAL		
GENERAL LEDGER TOTAL							38,252.88	38,252.88
APP 631-130000						DUE TO/FROM CLEARING	38,252.88	
	04/13/2017	M041217	041317					
APP 001-130000						GENERAL - DUE TO/FROM CLEARING		16,243.37
	04/13/2017	M041217	041317					
APP 402-130000						DUE TO/FROM CLEARING		8,800.89
	04/13/2017	M041217	041317					
APP 401-130000						DUE TO/FROM CLEARING		7,790.68
	04/13/2017	M041217	041317					
APP 101-130000						STREETS - DUE TO/FROM CLEARING		5,351.69
	04/13/2017	M041217	041317					
APP 403-130000						DUE TO/FROM CLEARING		66.25
	04/13/2017	M041217	041317					
SYSTEM GENERATED ENTRIES TOTAL							38,252.88	38,252.88
JOURNAL 2017/04/165 TOTAL							76,505.76	76,505.76

04/13/2017 10:49
bhuish

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

|P 9
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT			ACCOUNT DESCRIPTION		
001 GENERAL FUND	2017 4	165	04/13/2017		
001-130000			GENERAL - DUE TO/FROM CLEARING		16,243.37
001-213000			GENERAL - ACCOUNTS PAYABLE	16,243.37	
			FUND TOTAL	16,243.37	16,243.37
101 STREET FUND	2017 4	165	04/13/2017		
101-130000			STREETS - DUE TO/FROM CLEARING		5,351.69
101-213000			STREETS - ACCOUNTS PAYABLE	5,351.69	
			FUND TOTAL	5,351.69	5,351.69
401 WATER OPERATING FUND	2017 4	165	04/13/2017		
401-130000			DUE TO/FROM CLEARING		7,790.68
401-213000			ACCOUNTS PAYABLE	7,790.68	
			FUND TOTAL	7,790.68	7,790.68
402 SEWER OPERATING FUND	2017 4	165	04/13/2017		
402-130000			DUE TO/FROM CLEARING		8,800.89
402-213000			ACCOUNTS PAYABLE	8,800.89	
			FUND TOTAL	8,800.89	8,800.89
403 STORM & SURFACE WATER FUND	2017 4	165	04/13/2017		
403-130000			DUE TO/FROM CLEARING		66.25
403-213000			ACCOUNTS PAYABLE	66.25	
			FUND TOTAL	66.25	66.25
631 CLEARING FUND	2017 4	165	04/13/2017		
631-130000			DUE TO/FROM CLEARING	38,252.88	
635-111100			CASH		38,252.88
			FUND TOTAL	38,252.88	38,252.88

04/13/2017 10:49 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 10
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		16,243.37
101	STREET FUND		5,351.69
401	WATER OPERATING FUND		7,790.68
402	SEWER OPERATING FUND		8,800.89
403	STORM & SURFACE WATER FUND		66.25
631	CLEARING FUND	38,252.88	
	TOTAL	38,252.88	38,252.88

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

MANUAL

04/13/2017 13:08 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 1
|apcshdsb

CR 4/13/17

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

INVOICE DTL DESC

344156 04/13/2017 PRD 5890 SEALEVEL BULKHEAD BU 212770 PAYREQ5-714 03/30/2017 21600076 M041317 11,648.00
Invoice: PAYREQ5-714 ROCKAWAY BEACH OUTFALL IMPR
11,648.00 72433438 66300000714 ROCKAWAY OUTFALL-CONSTR
CHECK 344156 TOTAL: 11,648.00

344157 04/13/2017 PRD 167 WA ST DEPT OF ECOLOG 212769 02362 04/11/2017 M041317 95.00
Invoice: 02362 PCD/REG FOR CREDIT, DEBIT METHOD FOR EST.-O.SONTAG
95.00 63011586 443410 CUR - C/E TRAINING TRAVEL
CHECK 344157 TOTAL: 95.00

NUMBER OF CHECKS 2 *** CASH ACCOUNT TOTAL *** 11,743.00

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	11,743.00

*** GRAND TOTAL *** 11,743.00

04/13/2017 13:08 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 2
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: bhuish

YEAR PER	JNL				ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT					LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3				
2017 4 169								
APP 403-213000					ACCOUNTS PAYABLE		11,648.00	
04/13/2017	M041317	041317			AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100					CASH			11,743.00
04/13/2017	M041317	041317			AP CASH DISBURSEMENTS JOURNAL			
APP 001-213000					GENERAL - ACCOUNTS PAYABLE		95.00	
04/13/2017	M041317	041317			AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL							11,743.00	11,743.00
APP 631-130000					DUE TO/FROM CLEARING		11,743.00	
04/13/2017	M041317	041317						
APP 403-130000					DUE TO/FROM CLEARING			11,648.00
04/13/2017	M041317	041317						
APP 001-130000					GENERAL - DUE TO/FROM CLEARING			95.00
04/13/2017	M041317	041317						
SYSTEM GENERATED ENTRIES TOTAL							11,743.00	11,743.00
JOURNAL 2017/04/169 TOTAL							23,486.00	23,486.00

04/13/2017 13:08
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
001 GENERAL FUND	2017 4	169	04/13/2017			
001-130000				GENERAL - DUE TO/FROM CLEARING		95.00
001-213000				GENERAL - ACCOUNTS PAYABLE	95.00	
FUND TOTAL					95.00	95.00
403 STORM & SURFACE WATER FUND	2017 4	169	04/13/2017			
403-130000				DUE TO/FROM CLEARING		11,648.00
403-213000				ACCOUNTS PAYABLE	11,648.00	
FUND TOTAL					11,648.00	11,648.00
631 CLEARING FUND	2017 4	169	04/13/2017			
631-130000				DUE TO/FROM CLEARING	11,743.00	
635-111100				CASH		11,743.00
FUND TOTAL					11,743.00	11,743.00

04/13/2017 13:08 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

P 4
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001 GENERAL FUND			95.00
403 STORM & SURFACE WATER FUND			11,648.00
631 CLEARING FUND		11,743.00	
	TOTAL	11,743.00	11,743.00

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

MANUAL

04/19/2017 15:36 | CITY OF BAINBRIDGE ISLAND
bhuish | A/P CASH DISBURSEMENTS JOURNAL

| P 1
| apcshdsb

CR 4/19/17

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

344158	04/19/2017	PRTD	1971 KELLEY IMAGING SYSTE	212960	20374859	03/22/2017	M041917	311.30
Invoice: 20374859								
					ENG/ES4505AC SYSTEM-COPIER LEASE			
					311.30 72011325 545000			
					ENG - C/E FACIL RENTS & LEASES			
							CHECK	344158 TOTAL:
								311.30

344159	04/19/2017	PRTD	7831 NORDLAND CONSTRUCTIO	212958	PAYREQ1-668	04/12/2017	21700046 M041917	70,112.00
Invoice: PAYREQ1-668								
					STO-WINSLOW TO HS RD			
					70,112.00 72334562 66300000668			
					STO PH 2&4-CONSTR			
							CHECK	344159 TOTAL:
								70,112.00

344160	04/19/2017	PRTD	1205 PUGET SOUND ENERGY	212961	MAR17-KIOSK	04/07/2017	M041917	10.81
Invoice: MAR17-KIOSK								
					278 W.W. EAST-KIOSK			
					10.81 91011739 547100			
					COMM EVENTS-ELECTRICITY			
							CHECK	344160 TOTAL:
								10.81

344161	04/19/2017	PRTD	176 WA ST DEPT OF LABOR	212959	2017-Q1	04/18/2017	M041917	94.73
Invoice: 2017-Q1								
					2017 Q1 POL/ENG VOLUNTEER HRS.			
					30.09 72011322 520000			
					ENG - C/E PLANS BENEFITS			
					64.64 51011211 520000			
					PD-C/E ADMIN-BENEFITS			
							CHECK	344161 TOTAL:
								94.73

NUMBER OF CHECKS	4	*** CASH ACCOUNT TOTAL ***	70,528.84
------------------	---	----------------------------	-----------

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	4	70,528.84

*** GRAND TOTAL ***	70,528.84
---------------------	-----------

04/19/2017 15:36 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 2
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: bhuish

YEAR PER	JNL				ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC		
2017 4 221								
APP 001-213000						GENERAL - ACCOUNTS PAYABLE	416.84	
	04/19/2017	M041917	041917			AP CASH DISBURSEMENTS JOURNAL		
APP 635-111100						CASH		70,528.84
	04/19/2017	M041917	041917			AP CASH DISBURSEMENTS JOURNAL		
APP 301-213000						ACCOUNTS PAYABLE	70,112.00	
	04/19/2017	M041917	041917			AP CASH DISBURSEMENTS JOURNAL		
GENERAL LEDGER TOTAL							70,528.84	70,528.84
APP 631-130000						DUE TO/FROM CLEARING	70,528.84	
	04/19/2017	M041917	041917					
APP 001-130000						GENERAL - DUE TO/FROM CLEARING		416.84
	04/19/2017	M041917	041917					
APP 301-130000						DUE TO/FROM CLEARING		70,112.00
	04/19/2017	M041917	041917					
SYSTEM GENERATED ENTRIES TOTAL							70,528.84	70,528.84
JOURNAL 2017/04/221 TOTAL							141,057.68	141,057.68

04/19/2017 15:36
bhuish

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

|P 3
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
001 GENERAL FUND	2017	4	221	04/19/2017			
001-130000					GENERAL - DUE TO/FROM CLEARING		416.84
001-213000					GENERAL - ACCOUNTS PAYABLE	416.84	
					FUND TOTAL	416.84	416.84
301 CAPITAL CONSTRUCTION FUND	2017	4	221	04/19/2017			
301-130000					DUE TO/FROM CLEARING		70,112.00
301-213000					ACCOUNTS PAYABLE	70,112.00	
					FUND TOTAL	70,112.00	70,112.00
631 CLEARING FUND	2017	4	221	04/19/2017			
631-130000					DUE TO/FROM CLEARING	70,528.84	
635-111100					CASH		70,528.84
					FUND TOTAL	70,528.84	70,528.84

04/19/2017 15:36 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001 GENERAL FUND			416.84
301 CAPITAL CONSTRUCTION FUND			70,112.00
631 CLEARING FUND		70,528.84	
	TOTAL	70,528.84	70,528.84

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

04/20/2017 09:05 | CITY OF BAINBRIDGE ISLAND
bhuish | A/P CASH DISBURSEMENTS JOURNAL

Reg. Run

| P 1
| apcsbdb

4/20/17

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

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC

344162	04/26/2017	PRTD	5	ACE HARDWARE	212767	37336/1	04/07/2017	04/23/17	34.50
Invoice: 37336/1					PW/TOOL STRIPPER, ELEC TAPE, PLIERS, ELEC SUPPLIES				
					34.50	73111261	531100	OFFICE SUPPLIES	
					212771	37339/1	04/07/2017	04/23/17	12.50
Invoice: 37339/1					PW/DISH SOAP, WD40, SPRAYR				
					12.50	73421355	531100	WIN COLL-SUPPLIES	
					212772	37332/1	04/07/2017	04/23/17	8.71
Invoice: 37332/1					PW/POLY NOZZLE				
					8.71	73111264	531100	O&M-STREET-TRAF CONTROL-SUPPLY	
					212773	37334/1	04/07/2017	04/23/17	11.95
Invoice: 37334/1					PW/RUBBING ALCOHOL (2), SPRAYR (2)				
					11.95	73411345	531100	OFFICE SUPPLIES	
					212774	37277/1	04/03/2017	04/23/17	31.01
Invoice: 37277/1					PW/DREMEL SANDDRUMS, BRUSH WHEEL				
					31.01	73011897	531100	O&M-C/E-PWYD FAC-SUPPLIES	
					212775	37352/1	04/09/2017	04/23/17	65.91
Invoice: 37352/1					PW/VOLTAGE DETECTOR, MULTIMETER, CAULK				
					65.91	73011183	531100	O&M-C/E-CH FAC-SUPPLIES	
					212776	37322/1	04/06/2017	04/23/17	28.32
Invoice: 37322/1					PW/TROWEL, SHOVEL				
					28.32	73411345	531100	OFFICE SUPPLIES	
					212777	37289/1	04/04/2017	04/23/17	22.31
Invoice: 37289/1					PW/GRAFFITTI REMOVR, RAZOR BLADES				
					22.31	73111427	531100	OFFICE SUPPLIES	
					212778	37291/1	04/04/2017	04/23/17	15.55
Invoice: 37291/1					PW/GLOVES, FRZR BAGS				
					15.55	73411345	531100	OFFICE SUPPLIES	
					212779	37302/1	04/05/2017	04/23/17	44.96
Invoice: 37302/1					PW/SHOP TOWELS, BRUSH, BROOM, CLEANRS				
					44.96	73011768	531100	O&M-C/E-PARKS-SUPPLIES	
					212780	37303/1	04/05/2017	04/23/17	45.71
Invoice: 37303/1					PW/AAA BATTERIES, 409, CLOROX, TAPE				
					45.71	73011897	531100	O&M-C/E-PWYD FAC-SUPPLIES	
					212781	37308/1	04/05/2017	04/23/17	11.42
Invoice: 37308/1					PW/OUTLET BOX, RECT COVER				
					11.42	73011755	531100	O&M-COMMONS SUPPLIES	
					212782	37310/1	04/05/2017	04/23/17	29.36
Invoice: 37310/1					PW/200 AMP-CLEAR BULBS				
					29.36	73011755	531100	O&M-COMMONS SUPPLIES	

04/20/2017 09:05 |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	NET
INVOICE DTL DESC									
Invoice: 37335/1				212860	37335/1	04/07/2017		04/23/17	54.60
						PW/PRIMER, HACKSAW, TAPE, HARDWARE			
				54.60	73411345 531100	OFFICE SUPPLIES			
Invoice: 37364/1				212861	37364/1	04/11/2017		04/23/17	9.80
						PW/FARM GLOVES			
				9.80	73111261 531100	OFFICE SUPPLIES			
Invoice: 37354/1				212862	37354/1	04/10/2017		04/23/17	18.82
						PW/SILLCOCK KEY & HANDLE, BAKING SODA			
				18.82	73011755 531100	O&M-COMMONS SUPPLIES			
Invoice: 37365/1				212863	37365/1	04/11/2017		04/23/17	108.99
						PW/UTILITY PUMP			
				108.99	73011755 531100	O&M-COMMONS SUPPLIES			
Invoice: 37377/1				212864	37377/1	04/12/2017		04/23/17	12.30
						PW/LUBE SPRAY, LOCK EASE			
				12.30	73011755 531100	O&M-COMMONS SUPPLIES			
Invoice: 37390/1				212865	37390/1	04/13/2017		04/23/17	23.96
						PW/BAKING SODA			
				23.96	73011755 531100	O&M-COMMONS SUPPLIES			
Invoice: 37425/1				212897	37425/1	04/17/2017		04/23/17	25.59
						PW/TAPE, HAMMER			
				25.59	72111431 531100	ENG - ACCESS MGMT SUPPLIES			
CHECK 344162 TOTAL:									616.27
344163	04/26/2017	PRTD	2201 ACTION COMMUNICATION	212786	1704059	04/04/2017		04/23/17	4,901.77
Invoice: 1704059						PW/REPEATER, INSTALL & TESTING			
				4,901.77	73011256 54810000804	2016 STORM PREP-FAC GF-R&M			
Invoice: 1703237				212787	1703237	03/30/2017		04/23/17	105.98
						PW/RADIO TESTING, BATTERY			
				105.98	73011256 54810000804	2016 STORM PREP-FAC GF-R&M			
CHECK 344163 TOTAL:									5,007.75
344164	04/26/2017	PRTD	8444 CREATIVE MARKETING &	212796	CMD2053774	03/31/2017		04/23/17	576.93
Invoice: CMD2053774						POL/SAFETY WHISTLES (500)			
				576.93	51011211 53110000589	PD-COMM OUTREACH-SUPPLIES			
CHECK 344164 TOTAL:									576.93
344165	04/26/2017	PRTD	863 INTERSTATE BATTERIES	212788	22047508	04/06/2017		04/23/17	52.22
Invoice: 22047508						PW/MOWER BATTERY-EQ#196			
				52.22	73431835 531100	OFFICE SUPPLIES			

04/20/2017 09:05 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 3
|apcshdsb

CASH ACCOUNT: 635			111100	CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET		
INVOICE DTL DESC											
<hr/>											
									CHECK	344165 TOTAL:	52.22
344166	04/26/2017	PRTD	7994 PENINSULA SERVICES	212869	80273	03/31/2017		04/23/17	32.00		
Invoice: 80273				32.00	21011125 541100	CRT/MOBILE SHREDDING		COURT - PROFESSIONAL SERVICES			
				212870	80274	03/31/2017		04/23/17	64.00		
Invoice: 80274				64.00	51011211 541100	POL/MOBILE SHREDDING		PD-C/E-ADM-PROF SVCS			
									CHECK	344166 TOTAL:	96.00
344167	04/26/2017	PRTD	1258 ALPINE PRODUCTS INC	212867	TM-165539	04/04/2017		04/23/17	1,019.96		
Invoice: TM-165539				1,019.96	73111264 548100	PW/PAINT SPRAYER REPAIR		O&M-STREET-TRAF CONTROL-R&M			
				212868	TM-165538	04/04/2017		04/23/17	948.23		
Invoice: TM-165538				948.23	73111264 548100	PW/PAINT SPRAYER REPAIRS		O&M-STREET-TRAF CONTROL-R&M			
									CHECK	344167 TOTAL:	1,968.19
344168	04/26/2017	PRTD	4710 ASSOCIATED PETROLEU	212783	1063507-IN	03/31/2017		04/23/17	2,194.43		
Invoice: 1063507-IN				2,194.43	73638932 532000	PW/850 GAL REG UNLEADED		O&M-FUEL ALLOC TO OTH DEPTS			
				212866	1065929-IN	04/04/2017		04/23/17	564.84		
Invoice: 1065929-IN				564.84	91011897 547200	PW/506.70 GAL PROPANE FUEL		GG-C/E-O&M YARD FAC-PROPANE			
									CHECK	344168 TOTAL:	2,759.27
344169	04/26/2017	PRTD	7821 AUS WEST LOCKBOX	212784	1990109391	04/06/2017		04/23/17	49.10		
Invoice: 1990109391				49.10	73638893 589310	PW/LAUNDRY SVCS		LAUNDRY SERVICES			
				212785	1990098653	03/30/2017		04/23/17	49.85		
Invoice: 1990098653				49.85	73638893 589310	PW/LAUNDRY SVCS		LAUNDRY SERVICES			
									CHECK	344169 TOTAL:	98.95
344170	04/26/2017	PRTD	1235 AT&T ONENET SERVICE	212789	1265855248	04/01/2017		04/23/17	37.00		
Invoice: 1265855248				37.00	91011189 542100	FIN/FAX LONG DISTANCE-APR17		GG-C/E-CITY HALL-PHONE			

04/20/2017 09:05 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 4
|apcshdsb

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

Invoice: 1265865171	212790	1265865171	04/01/2017	04/23/17	.61
			PCD/FAX LONG DISTANCE-APR17		
	.61	91011189 542100	GG-C/E-CITY HALL-PHONE		

CHECK 344170 TOTAL: 37.61

344171 04/26/2017 PRTD	4365 AUTOMATIC FUNDS TRAN	212791	93694	04/04/2017	04/23/17	58.08
Invoice: 93694				FIN/2017 BIZ LIC CERTS-PRINT & MAIL		
	36.34	41011148 542500	FIN-C/E-BUS LIC-POSTAGE			
	21.74	41011148 541100	FIN-C/E-BUS LIC-PROF SVCS			

Invoice: 93732	212792	93732	04/06/2017	04/23/17	6.43
			FIN/ UB FINAL BILL-PRINT & MAIL		
	1.14	43411341 541100	FIN - WATER ADMIN PROF SERVICE		
	1.15	43421351 541100	FIN - SEWER ADMIN PROF SERVICE		
	2.07	91411891 542500	GG-WTR-FAC-POSTAGE		
	2.07	91421891 542500	GG-SWR-FAC-POSTAGE		

Invoice: 93721	212793	93721	04/05/2017	04/23/17	69.79
			FIN/UTILITY TAX LETTERS (50)		
	46.79	41011141 541100	FIN - C/E ADMIN PROF SERVICES		
	23.00	91011189 542500	GG-C/E-CITY HALL-POSTAGE		

Invoice: BAIN1703983	212794	BAIN1703983	03/31/2017	04/23/17	162.00
			FIN/PHONE & WEB PAYMENT SVCS		
	81.00	43411341 541100	FIN - WATER ADMIN PROF SERVICE		
	81.00	43421351 541100	FIN - SEWER ADMIN PROF SERVICE		

Invoice: 93644	212795	93644	03/31/2017	04/23/17	1,111.25
			FIN/UB STATEMENT PREP & MAIL		
	346.63	43421351 541100	FIN - SEWER ADMIN PROF SERVICE		
	346.62	43421351 541100	FIN - SEWER ADMIN PROF SERVICE		
	209.00	91411891 542500	GG-WTR-FAC-POSTAGE		
	209.00	91421891 542500	GG-SWR-FAC-POSTAGE		

CHECK 344171 TOTAL: 1,407.55

344172 04/26/2017 PRTD	47 BAINBRIDGE DISPOSAL	212799	034117	04/06/2017	04/23/17	15.00
Invoice: 034117				PW/WASTE DISPOSAL-1YARD		
	15.00	91011755 547900	GG-C/E-COMMONS-GARBAGE			

Invoice: 035143	212873	035143	04/13/2017	04/23/17	30.00
			GARBAGE DISPOSAL-B.I. COMMONS		
	30.00	91011755 547900	GG-C/E-COMMONS-GARBAGE		

CHECK 344172 TOTAL: 45.00

04/20/2017 09:05 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 5
|apcshdsb

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

344173	04/26/2017	PRTD	54 BAINBRIDGE RENTAL IN	212871	CON#17554	04/11/2017		04/23/17	135.04
			Invoice: CON#17554			PW/RENTAL-PRESSURE WASHER & WAND			
				135.04	73011755 545000	O&M-COMMONS-RENTS & LEASES			

CHECK 344173 TOTAL: 135.04

344174	04/26/2017	PRTD	55 BAINBRIDGE ISLAND RE	212879	BIR750292	03/31/2017		04/23/17	85.00
			Invoice: BIR750292			PW/CITY NOTICES-RFQ DWNTWN PARKING			
				85.00	72111444 54400000862	DOWNTOWN PARKING STUDY-ADV			

Invoice: BIR749346

212880	BIR749346	03/24/2017	04/23/17	121.60
		EX/CITY NOTICES-PH H.E. MADRONA SCHOOL		
121.60	34470586 544000	HEX - DEV ADVERTISING		

Invoice: BIR749186

212881	BIR749186	03/24/2017	04/23/17	458.06
		PW/CITY BIDS-CITY DOCK IMPRVMENTS		
458.06	72311475 64400000732	WF PARK DOCK IMPRV-ADV		

Invoice: BIR749343

212882	BIR749343	03/24/2017	04/23/17	80.28
		EX/CITY NOTICES-PH H.E. VAN LIERE		
80.28	34470586 544000	HEX - DEV ADVERTISING		

Invoice: BIR750604

212883	BIR750604	03/31/2017	04/23/17	105.07
		EX/CITY NOTICES-PH PLN15354 RUE VAR		
105.07	34470586 544000	HEX - DEV ADVERTISING		

CHECK 344174 TOTAL: 850.01

344175	04/26/2017	PRTD	55 BI REVIEW SUBSCRIPTI	212877	2017-SUB-ENG	04/17/2017		04/23/17	48.00
			Invoice: 2017-SUB-ENG			ENG/SUBSCRIPTION - 52 ISSUES			
				48.00	72011321 549100	ENG - C/E ADMIN MISCELLENEOUS			

Invoice: SUB-2017-CRT

212878	SUB-2017-CRT	04/11/2017	04/23/17	48.00
		CRT/SUBSCRIPTION - 52 ISSUES		
48.00	21011125 549100	COURT-DUES/SUBSCR/MEMBERSHIPS		

CHECK 344175 TOTAL: 96.00

344176	04/26/2017	PRTD	55 SOUND PUBLISHING, IN	212934	7755921	03/31/2017		04/23/17	37.50
			Invoice: 7755921			POL/CLASSIFIED/PROP ROOM			
				37.50	51011191 544000	PD-C/E-PROP RM-ADVERTISING			

CHECK 344176 TOTAL: 37.50

344177	04/26/2017	PRTD	7179 BAINBRIDGE YOUTH SER	212885	2017-Q1	04/14/2017	21700070	04/23/17	12,876.00
			Invoice: 2017-Q1			2017 Q1- OPERATING SUPPORT			
				12,876.00	31017526 54110000297	EX-BYS-YOUTH COUNS & JOB OPP			

04/20/2017 09:05 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 6
|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	344177	TOTAL:	12,876.00
344178	04/26/2017	PRTD	57 BAY HAY & FEED	212798	1221130	03/18/2017	04/23/17	173.87
Invoice: 1221130					PW/MUCK BOOTS			
					173.87	73011189	531100	O&M - C/E FACIL OFC SUPPLIES
					CHECK	344178	TOTAL:	173.87
344179	04/26/2017	PRTD	45 BAINBRIDGE ISLAND CH	212800	2017-Q1	04/04/2017	21700036	04/23/17
Invoice: 2017-Q1					2017 LTAC FUNDING			
					6,317.42	91140573	541100	GG-TOUR-PROF SERVICES
					CHECK	344179	TOTAL:	6,317.42
344180	04/26/2017	PRTD	7178 BAINBRIDGE ISL CHILD	212886	2017-Q1	04/14/2017	21700080	04/23/17
Invoice: 2017-Q1					2017 Q1-PROGRAM SUPPORT			
					6,303.45	31017540	54110000297	EX-BI CHILD CARE/B&G CLUB
					CHECK	344180	TOTAL:	6,303.45
344181	04/26/2017	PRTD	314 BAINBRIDGE ISLAND FI	212801	FSS-2017	04/04/2017	04/23/17	163,200.00
Invoice: FSS-2017					2017 FIRE SAFETY SERVICES			
					163,200.00	91011223	551000	EXEC - C/E FIRE PREVENTION
					CHECK	344181	TOTAL:	163,200.00
344182	04/26/2017	PRTD	971 BAINBRIDGE ISLAND HI	212884	821	04/14/2017	21700039	04/23/17
Invoice: 821					2017 Q1- LTAC FUNDING			
					2,000.00	91140573	541100	GG-TOUR-PROF SERVICES
					CHECK	344182	TOTAL:	2,000.00
344183	04/26/2017	PRTD	1 BAINBRIDGE ISLAND SC	212874	BHS-2017	04/13/2017	04/23/17	55.00
Invoice: BHS-2017					POL/2017 BHS YEARBOOK			
					55.00	53011212	531100	PD-C/E-PATROL SUPPLIES
					CHECK	344183	TOTAL:	55.00
344184	04/26/2017	PRTD	7183 BI SPECIAL NEEDS FOU	212802	1775	03/31/2017	21700059	04/23/17
Invoice: 1775					2017 Q1-HUMAN SERVICES FUNDING			
					3,375.00	31017686	54110000297	EX-HOPE HOUSE/BI SPEC NEEDS FO

04/20/2017 09:05 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 7
|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	344184	TOTAL:	3,375.00
344185	04/26/2017	PRTD	64 BAINBRIDGE ISLAND AR	212797	1618	04/10/2017	04/23/17		6,000.00
	Invoice: 1618					EX/PUBLIC ART PRGRM MGMT SVCS-2017 Q1			
				6,000.00	31014701 54110000297	A&H CULT EXP (ALL BUT 2% ARTS)			
						CHECK	344185	TOTAL:	6,000.00
344186	04/26/2017	PRTD	1341 BLUE SKY PRINTING	212875	121764	04/06/2017	04/23/17		104.53
	Invoice: 121764					POL/BIZ CARDS (3)			
				34.84	52011212 531100	POLICE - C/E INVEST SUPPLIES			
				69.69	53011212 531100	PD-C/E-PATROL SUPPLIES			
						CHECK	344186	TOTAL:	104.53
344187	04/26/2017	PRTD	72 BRATWEAR	212876	21508	04/10/2017	04/23/17		581.52
	Invoice: 21508					POL/JUMPSUIT/824			
				581.52	53011212 520000	POLICE - C/E PATROL BENEFITS			
						CHECK	344187	TOTAL:	581.52
344188	04/26/2017	PRTD	853 KATHRYN M CARRUTHERS	212892	04/11/17	04/11/2017	04/23/17		300.00
	Invoice: 04/11/17					CRT/JUDGE PRO TEMP-6.0HRS			
				300.00	21011125 541210	COURT - JUDGE PRO TEMPORE SVCS			
						CHECK	344188	TOTAL:	300.00
344189	04/26/2017	PRTD	103 CITY OF BAINBRIDGE I	212804	21700046	04/06/2017	04/23/17		180.41
	Invoice: 21700046					PW/SANDS WELL H2O USAGE			
				29.20	73111290 547500	O&M-STREET-ADM OH-CITY WTR/SWR			
				122.01	73421355 547500	O&M-SWR-CITY WATER/SEWER BILL			
				29.20	73431835 547500	O&M-SSWM MAINT-CITY WTR/SWR			
						CHECK	344189	TOTAL:	180.41
344190	04/26/2017	PRTD	104 BREMERTON KITSAP ACC	212904	BKAT000379	04/03/2017	04/23/17		2,674.38
	Invoice: BKAT000379					IT/MONTHLY BKAT SVCS			
				2,674.38	81011881 542420	IT-C/E-TELEVISTED COUNCIL MEET			
						CHECK	344190	TOTAL:	2,674.38
344191	04/26/2017	PRTD	8351 CLEAR WATER COMPLIAN	212887	17CB11-02	03/30/2017	04/23/17		1,328.42
	Invoice: 17CB11-02					H2O QUALITY & FLOW MONITORING			
				1,328.42	72637319 54110000809	WATER QUAL FLOW MONIT-PRO SVCS			

04/20/2017 09:05 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 8
|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 344191 TOTAL:	1,328.42
344192	04/26/2017	PRTD	8435 COATES DESIGN INC	212888	123251	04/10/2017	21600085	04/23/17	5,480.60	
Invoice: 123251									PRF & ARCHTCT SVC JSTC CNTR	
									5,480.60	72311942 64110000724 PD/COURT BLDG-PROF SVCS/DESIGN
									212889	123252
Invoice: 123252									04/10/2017	21600085 04/23/17
									PRF & ARCHTCT SVC JSTC CNTR	
									31,697.00	72311942 64110000724 PD/COURT BLDG-PROF SVCS/DESIGN
									CHECK 344192 TOTAL:	37,177.60
344193	04/26/2017	PRTD	8111 COMMUNITY SOLAR SOLU	212803	04/03/17	04/03/2017		04/23/17	182.47	
Invoice: 04/03/17									MAR17-SOLAR NET METERING	
									182.47	91011189 54500000627 CH SOLAR-NET METERING PYMTS
									CHECK 344193 TOTAL:	182.47
344194	04/26/2017	PRTD	142 COPIERS NORTHWEST IN	212903	INV1551601	04/12/2017		04/23/17	376.45	
Invoice: INV1551601									PW&PCD/PLOTTER PRINTING OVERAGE	
									188.22	61011581 531100 PCD - C/E ADMIN SUPPLIES
									188.23	72011321 531100 ENG - C/E ADMIN SUPPLIES
									CHECK 344194 TOTAL:	376.45
344195	04/26/2017	PRTD	152 DAILY JOURNAL OF COM	212893	3323846	04/05/2017		04/23/17	132.00	
Invoice: 3323846									PW/CITY NOTICES-RFQ COMP PARKNG STRATEGY	
									132.00	72111444 54400000862 DOWNTOWN PARKING STUDY-ADV
									212894	3323831
Invoice: 3323831									04/05/2017	04/23/17
									PW/CITY BIDS-CITY DOCK IMPROVEMENTS	
									440.00	72311475 64400000732 WF PARK DOCK IMPRV-ADV
									CHECK 344195 TOTAL:	572.00
344196	04/26/2017	PRTD	4975 DAY WIRELESS SYSTEMS	212806	433092	03/28/2017		04/23/17	1,391.36	
Invoice: 433092									POL/RADAR RECALIBRATION (18)	
									1,391.36	53011212 548100 POLICE - C/E PATROL MAINTENANC
									CHECK 344196 TOTAL:	1,391.36
344197	04/26/2017	PRTD	4192 DMCMA	212898	2017 ANNUAL CONF	04/18/2017		04/23/17	130.00	
Invoice: 2017 ANNUAL CONF									CRT/2017 DMCMA ANNUAL CONFERENCE	
									130.00	21011125 443410 COURT - TRAINING

04/20/2017 09:05 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 9
|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	344197	TOTAL:	130.00	
344198	04/26/2017	PRTD	7510 EXPERIAN	212807	CD1712002352	03/31/2017	04/23/17	92.83	
Invoice: CD1712002352					POL/MAR17-INFO SVCS				
					92.83	52011212	549100		
					PD-C/E-INV-DUES/SUBSCR/MEMBRSH				
					CHECK	344198	TOTAL:	92.83	
344199	04/26/2017	PRTD	212 FABRICARE 02 - PLANT	212809	MAR17	04/03/2017	04/23/17	185.74	
Invoice: MAR17					POL/LAUNDRY SVCS				
					36.60	51011211	520000		
					93.80	52011212	520000		
					55.34	53011212	520000		
					PD-C/E ADMIN-BENEFITS				
					POLICE - C/E INVEST BENEFITS				
					POLICE - C/E PATROL BENEFITS				
					CHECK	344199	TOTAL:	185.74	
344200	04/26/2017	PRTD	8607 FREESTONE LLC	212682	60008	04/07/2017	04/23/17	653.62	
Invoice: 60008					UB 12944 764 FERRYVIEW LANE NE				
					653.62	411	122100		
					WATER ACCOUNTS RECEIVABLE				
					CHECK	344200	TOTAL:	653.62	
344201	04/26/2017	PRTD	6940 FREMONT ANALYTICAL	212895	1704026	04/06/2017	21700009 04/23/17	480.00	
Invoice: 1704026					ASSAY SVCS & TECH SUPPORT				
					480.00	72637319	54110000809		
					WATER QUAL FLOW MONIT-PRO SVCS				
					CHECK	344201	TOTAL:	480.00	
344202	04/26/2017	PRTD	5062 FRIENDS OF THE FARMS	212808	2017-Q1	03/31/2017	04/23/17	3,500.00	
Invoice: 2017-Q1					EX/2017 Q1-SUYEMATSU FARMSTEAD SVCS				
					3,500.00	31011131	54110000829		
					FARM PRESERVATION STUDY				
					CHECK	344202	TOTAL:	3,500.00	
344203	04/26/2017	PRTD	1517 GUARDIAN SECURITY SY	212810	727021	04/01/2017	04/23/17	44.00	
Invoice: 727021					POL/ALARM MONITORING				
					44.00	51011215	541100		
					POLICE - C/E FACIL PROF SVCS				
					212900	721992			
					03/23/2017 04/23/17				
Invoice: 721992					CRT/ALARM MONITORING				
					156.53	21011125	541100		
					COURT - PROFESSIONAL SERVICES				
					CHECK	344203	TOTAL:	200.53	

04/20/2017 09:05 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 10
|apcshdsb

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

344204	04/26/2017	PRTD	252 H.D. FOWLER COMPANY	212817	I4458714	03/29/2017		04/23/17	31,065.61
	Invoice: I4458714					PW/PRE-ASSEMBLED VALVE STATION			
				31,065.61	72411345	54810000336	ANNUAL WATER MAINS PRES-R&M		

CHECK 344204 TOTAL: 31,065.61

344205	04/26/2017	PRTD	5214 HEARTLAND TOYOTA	212812	103500CM	04/05/2017		04/23/17	6.13
	Invoice: 103500CM					PW/PARKING PEDAL-VEH#42			
				6.13	73011581	531100	O&M-C/E-PCD VEH WORK-SUPPLIES		

Invoice: 103500

212813	103500	04/03/2017	04/23/17	40.12
--------	--------	------------	----------	-------

40.12	73011581	531100	O&M-C/E-PCD VEH WORK-SUPPLIES
-------	----------	--------	-------------------------------

CHECK 344205 TOTAL: 46.25

344206	04/26/2017	PRTD	7180 HELPLINE HOUSE	212811	2017-Q1	04/03/2017	21700071	04/23/17	4,683.88
	Invoice: 2017-Q1					2017 FOOD PURCHASES			
				4,683.88	31017512	54110000297	EX-HELPLINE-WELFARE SVCS		

CHECK 344206 TOTAL: 4,683.88

344207	04/26/2017	PRTD	8649 FRIENDS OF B.I. HIGH	212896	004676	04/15/2017		04/23/17	150.00
	Invoice: 004676					SS/COMMONS DEPOSIT REFUND			
				150.00	41625860	586000	SC/COMMONS ROOM DEP-DISBURSEME		

CHECK 344207 TOTAL: 150.00

344208	04/26/2017	PRTD	8513 D. HITTLE & ASSOCIAT	212805	11422	03/25/2017		04/23/17	6,452.90
	Invoice: 11422					EX/ELEC UTILITY-FEASIBILITY STUDY			
				6,452.90	31011131	54110000796	ELECTRIC UTIL FORMATION-PRO SV		

CHECK 344208 TOTAL: 6,452.90

344209	04/26/2017	PRTD	4850 HOME DEPOT CREDIT SE	212814	5024435	03/29/2017		04/23/17	159.79
	Invoice: 5024435					PW/100FT EXT. CORD			
				159.79	73011189	531100	O&M - C/E FACIL OFC SUPPLIES		

Invoice: 7053026

212815	7053026	03/27/2017	04/23/17	456.20
--------	---------	------------	----------	--------

456.20	73011189	531100	O&M - C/E FACIL OFC SUPPLIES
--------	----------	--------	------------------------------

Invoice: 6014381

212816	6014381	03/28/2017	04/23/17	385.66
--------	---------	------------	----------	--------

385.66	73011183	531100	O&M-C/E-CH FAC-SUPPLIES
--------	----------	--------	-------------------------

04/20/2017 09:05 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 11
|apcshdsb

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

Invoice: 8024748	212901	8024748	02/24/2017	04/23/17	93.41				
	93.41	73011897 531100	PW/RATCHET, EXT. SET, SOCKET, UNION						
			O&M-C/E-PWYD FAC-SUPPLIES						
			CHECK	344209 TOTAL:	1,095.06				
344210 04/26/2017 PRTD	7500	HOUSING RESOURCES BO	212683	60009	04/07/2017	04/23/17	5.06		
Invoice: 60009					UB 12989 929 CURTIS LOOP NE				
	5.06	411 122100	WATER ACCOUNTS RECEIVABLE						
			CHECK	344210 TOTAL:	5.06				
344211 04/26/2017 PRTD	8381	INVINTUS MEDIA, INC	212905	7408	04/10/2017	04/23/17	50.00		
Invoice: 7408					IT/STREAMING MEDIA HOSTING-MAR17				
	50.00	81011881 548500	IT - C/E COMPUTER SUPPORT						
			CHECK	344211 TOTAL:	50.00				
344212 04/26/2017 PRTD	1505	KITSAP COUNTY TREASU	212907	MAR17	04/17/2017	04/23/17	118.24		
Invoice: MAR17					KC-OUT COURT REMIT-MAR17				
	97.24	41612860 586000	CRIME VICTIMS-OUT						
	21.00	41613860 586000	COUNTY LAW LIB - DISB OUT						
			CHECK	344212 TOTAL:	118.24				
344213 04/26/2017 PRTD	8114	KENYON DISEND, PLLC	212818	185208	03/30/2017	04/23/17	67.50		
Invoice: 185208					LEGAL/PRO SVCS-CAVE PROP V. COBI LUPA				
	67.50	32470152 54111100797	LIT-CAVE PROPERITES LUPA						
Invoice: 185207					LEGAL/PRO SVCS-COBI V. RICH				
	272.50	32470152 54111100775	LITIGATION-RICH PERMITTING						
			CHECK	344213 TOTAL:	340.00				
344214 04/26/2017 PRTD	315	KITSAP HUMANE SOCIET	212820	1367	04/01/2017	04/23/17	5,434.42		
Invoice: 1367					APR17-ANIMAL CONTROL SVCS				
	5,434.42	91011393 541100	FIN - C/E ANIMAL CONTROL FEES						
			CHECK	344214 TOTAL:	5,434.42				
344215 04/26/2017 PRTD	8398	KITSAP COMMUNITY RES	212902	1-2017	04/04/2017	21700075 04/23/17	6,374.17		
Invoice: 1-2017					2017 Q1- PROGRAM SUPPORT				
	6,374.17	31017592 54130300297	EMERGENCY RENTAL ASSISTANCE						

04/20/2017 09:05 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 12
|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	344215	TOTAL:	6,374.17
344216	04/26/2017	PRTD	579 KITSAP SUN	212906	1551935	04/02/2017	04/23/17	69.16
Invoice: 1551935				PW/CITY NOTICES-RFQ COMP PRKNG STRATEGY				
				69.16	72111444	54400000862	DOWNTOWN PARKING STUDY-ADV	
					CHECK	344216	TOTAL:	69.16
344217	04/26/2017	PRTD	1652 KITSAP TOWING & ROAD	212821	17-22422	03/22/2017	04/23/17	966.13
Invoice: 17-22422				PW/TOWING SVCS-VACTOR#4				
				966.13	73637941	548100	VACTOR R&M-REPAIRS	
					CHECK	344217	TOTAL:	966.13
344218	04/26/2017	PRTD	5011 LEXISNEXIS RISK SOLU	212822	1272084-20170331	03/31/2017	04/23/17	92.11
Invoice: 1272084-20170331				POL/MAR17-INFO SVCS				
				92.11	52011212	549100	PD-C/E-INV-DUES/SUBSCR/MEMBRSH	
					CHECK	344218	TOTAL:	92.11
344219	04/26/2017	PRTD	8645 LYNWOOD COMMONS LLC	212681	60007	04/07/2017	04/23/17	552.03
Invoice: 60007				UB 11874 4779 LYNWOOD CENTER RD				
				552.03	421	122100	SEWER ACCOUNTS RECEIVABLE	
					CHECK	344219	TOTAL:	552.03
344220	04/26/2017	PRTD	8012 MACLEOD RECKORD, PLL	212913	7624	04/01/2017	21600025 04/23/17	160.28
Invoice: 7624				SOUND TO OLYMPIC TRAIL PH II				
				160.28	72334562	64110000668	STO PH 2&4-ENG/DESIGN	
					CHECK	344220	TOTAL:	160.28
344221	04/26/2017	PRTD	8375 MOORE IACOFANO GOLTS	212910	0047882	03/15/2017	21600063 04/23/17	75.00
Invoice: 0047882				DESIGN SERVICES FOR WYATT WAY				
				75.00	72321951	64110000708	WYATT-MAD TO LOVELL-ENG/DESIGN	
				212911	0048170	04/11/2017	21700052 04/23/17	4,985.50
Invoice: 0048170				WYATT WAY WATER MAIN DSN				
				4,985.50	72413434	64110000708	WYATT-MAD TO LOVELL-WTR-ENG	
				212912	0047884	03/15/2017	21600063 04/23/17	35,369.77
Invoice: 0047884				DESIGN SERVICES FOR WYATT WAY				
				35,369.77	72321951	64110000708	WYATT-MAD TO LOVELL-ENG/DESIGN	

04/20/2017 09:05 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 13
|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 344221 TOTAL: 40,430.27

344222 04/26/2017 PRD 8647 THE MOBIUS INSITITUT 212823 04/10/17 04/10/2017 04/23/17 1,593.04
Invoice: 04/10/17

B&O TAX REFUND

1,639.13 01131 316100 CUR EXP - B & O TAX GENERAL
83.91 91011214 789000 GG-C/E-INT EXP-FIN/ADM
-65.00 01132 321900 C/E BL INITIAL & RENEWAL
-65.00 01132 321800 C/E-BUS LIC PENALTY

CHECK 344222 TOTAL: 1,593.04

344223 04/26/2017 PRD 7038 MOON SECURITY SERVIC 212909 869385 03/31/2017 04/23/17 994.00
Invoice: 869385

CRT/HOUSE ARREST MONITOR SVCS

994.00 21011125 545000 COURT - RENTS & LEASES - OPER

CHECK 344223 TOTAL: 994.00

344224 04/26/2017 PRD 8642 MULTICARE HEALTH SYS 212908 04/01/17 04/01/2017 04/23/17 95.00
Invoice: 04/01/17

PW/OCC. HEALTH TESTING-KY

95.00 73431835 541100 PROFESSIONAL SERVICES

CHECK 344224 TOTAL: 95.00

344225 04/26/2017 PRD 2430 OGDEN MURPHY WALLACE 212830 733329 04/10/2017 04/23/17 8,052.30
Invoice: 733329

LEGAL/PRO SVCS THRU MAR17

1,394.80 32470152 54111100844 LIT-CLARK ADMIN APPEAL
1,334.80 32470152 54111100849 IMESON SHORELINE APPEAL
570.00 32470152 54111100849 IMESON SHORELINE APPEAL
871.80 32470152 54111100775 LITIGATION-RICH PERMITTING
720.00 32471152 54111100863 VAN LIERE BLDG PERMIT APPEAL
1,087.00 32470152 54111100683 LITIGATION-CAINION REZONE
180.15 32470152 541110 LGL-DEVELOP-CIVIL-OUTSIDE ATTY
1,620.00 91011211 541100 GG-C/E-CIVIL SVC-PROF SVCS
153.75 32470152 54111100802 GERLACH SSDP/MDNS ADMIN APPEAL
60.00 32470152 54111100711 SMP LITIGATION
60.00 32470152 54111100711 SMP LITIGATION

CHECK 344225 TOTAL: 8,052.30

344226 04/26/2017 PRD 4111 OLYMPIC SPRINGS INC 212824 294897 03/31/2017 04/23/17 58.52
Invoice: 294897

POL/PURIFIED WATER

58.52 51011215 531100 POLICE - C/E FACIL SUPPLIES

CHECK 344226 TOTAL: 58.52

04/20/2017 09:05 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 14
|apcshdsb

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

344227	04/26/2017	PRTD	8286 SUPERINTENDENT OF P	212827	12859	03/31/2017		04/23/17	43.00
Invoice: 12859						POL/FINGERPRINTING SVCS			
				43.00	65438 386110	AGENCY-FINGERPRINT REV TO SPI			

				212828	12871	03/31/2017		04/23/17	43.00
Invoice: 12871						POL/FINGERPRINTING SVCS			
				43.00	65438 386110	AGENCY-FINGERPRINT REV TO SPI			

CHECK	344227 TOTAL:	86.00
-------	---------------	-------

344228	04/26/2017	PRTD	6579 WILLIAM R PEACOCK	212954	2017TA413J	02/22/2017		04/23/17	830.00
Invoice: 2017TA413J						PW/WWCPA CERT TRAIN-LE, KY			
				830.00	73431835 443410	O&M-SSWM MAINT-TRAVEL EXP			

CHECK	344228 TOTAL:	830.00
-------	---------------	--------

344229	04/26/2017	PRTD	8544 PHILANTHROPY NORTHWE	212831	TGP2232	03/31/2017		04/23/17	1,575.00
Invoice: TGP2232						EX/CONSULTING SVCS-THE GIVING PRACTICE			
				1,575.00	31017572 54110000297	EX-BAIN COMM FOUNDATION			

CHECK	344229 TOTAL:	1,575.00
-------	---------------	----------

344230	04/26/2017	PRTD	8229 PIPER THORNBURGH	212916	04/11/17	04/11/2017		04/23/17	200.00
Invoice: 04/11/17						CRT/JUDGE PRO TEMP-4 HRS			
				200.00	21011125 541210	COURT - JUDGE PRO TEMPORE SVCS			

CHECK	344230 TOTAL:	200.00
-------	---------------	--------

344231	04/26/2017	PRTD	8403 PRAETORIAN GROUP, IN	212829	6429-1	04/06/2017		04/23/17	435.00
Invoice: 6429-1						POL/TASER CERT/810			
				435.00	53011212 443410	POLICE - C/E PATROL TRAINING			

CHECK	344231 TOTAL:	435.00
-------	---------------	--------

344232	04/26/2017	PRTD	79 PORT OF BROWNSVILLE	212825	94509	03/13/2017		04/23/17	361.98
Invoice: 94509						POL/FUEL FOR M8			
				361.98	54025212 532000	MARINE - FUEL			

CHECK	344232 TOTAL:	361.98
-------	---------------	--------

344233	04/26/2017	PRTD	8648 WASHINGTON PRECAST P	212946	04/13/17	04/13/2017		04/23/17	1,500.00
Invoice: 04/13/17						PW/MANITOU BEACH BENCH			
				1,500.00	72321565 66300000750	MANITOU BEACH PARKING-CONSTR			

04/20/2017 09:05 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

P 15
apcsbdb

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

					CHECK	344233	TOTAL:	1,500.00	
344234	04/26/2017	PRTD	360 PROBUILD COMPANY LLC	212914	1653268	04/06/2017	04/23/17	34.88	
Invoice: 1653268					PW/WOOD STAKES, HARDWARE				
					34.88	73111261	531100		
					OFFICE SUPPLIES				
					CHECK	344234	TOTAL:	34.88	
344235	04/26/2017	PRTD	2203 PUBLIC SAFETY TESTIN	212826	2017-7343	04/05/2017	04/23/17	250.00	
Invoice: 2017-7343					2017 Q1-SUBSCRIPTION FEES				
					250.00	91011211	541100		
					GG-C/E-CIVIL SVC-PROF SVCS				
					CHECK	344235	TOTAL:	250.00	
344236	04/26/2017	PRTD	7187 RANDOLPH BAUER	212832	A-2522	03/31/2017	04/23/17	90.00	
Invoice: A-2522					PW/RENTAL#502-STRAWBERRY PRK-APR17				
					90.00	73011768	545000		
					O&M-C/E-PARKS-OP LEASES				
Invoice: A-2544					212833	A-2544	03/31/2017	04/23/17	90.00
					PW/RENTAL#70-VINCENT RD-APR17				
					90.00	73435838	545000		
					O&M-DECANT-RENTS				
Invoice: A-2546					212834	A-2546	03/31/2017	04/23/17	90.00
					PW/RENTAL#178-CRESOTE LN-APR17				
					90.00	73011768	545000		
					O&M-C/E-PARKS-OP LEASES				
Invoice: A-2545					212835	A-2545	03/31/2017	04/23/17	90.00
					PW/RENTAL#146-PRITCHARD PARK-APR17				
					90.00	73011768	545000		
					O&M-C/E-PARKS-OP LEASES				
Invoice: A-2547					212836	A-2547	03/31/2017	04/23/17	90.00
					PW/RENTAL#312-7305 HIDDEN COVE-APR17				
					90.00	73011897	545000		
					O&M-C/E-PWYD FAC-RENTS				
					CHECK	344236	TOTAL:	450.00	
344237	04/26/2017	PRTD	557 RELIABLE STORAGE BAI	212837	22532	04/01/2017	04/23/17	199.00	
Invoice: 22532					POL/MAY RENT-C34				
					199.00	51011211	545000		
					PD-C/E-ADMIN RENTS/LEASE				
Invoice: 22531					212838	22531	04/01/2017	04/23/17	560.00
					PCD/MAY17 RENT-M007, M008				
					560.00	61470581	545000		
					PCD - DEV ADMIN RENTS & LEASES				
					CHECK	344237	TOTAL:	759.00	

04/20/2017 09:05 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 16
|apcsbdb

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

344238	04/26/2017	PRTD	6180 SCE INC	212921	1505	04/06/2017	21600008	04/23/17	1,725.00
Invoice: 1505				WINSLOW WAY DSGN PRMT-SUPPPORT					
				1,725.00	72011438	64110000776	WINSLOW RAVINE OUTFALL-PRO SVC		

CHECK 344238 TOTAL: 1,725.00

344239	04/26/2017	PRTD	7385 CHARLES P. SHANE	212890	001522	03/20/2017		04/23/17	270.00
Invoice: 001522				LEGAL/PUBLIC DEF. SVCS-#19267722					
				270.00	32011281	541113	LGL-C/E-PUBLIC DEF-OUTSIDE ATT		
				212891	001480	01/31/2017		04/23/17	112.50
Invoice: 001480				LEGAL/PUBLIC DEF. SVCS-#22476901					
				112.50	32011281	541113	LGL-C/E-PUBLIC DEF-OUTSIDE ATT		

CHECK 344239 TOTAL: 382.50

344240	04/26/2017	PRTD	233 GATEWAY TOWING	212899	39943	04/04/2017		04/23/17	277.95
Invoice: 39943				POL/TOW POLICE VEHICLE #122					
				277.95	53011212	548100	POLICE - C/E PATROL MAINTENANC		

CHECK 344240 TOTAL: 277.95

344241	04/26/2017	PRTD	7173 SKILLINGS CONNOLLY I	212924	10440	04/03/2017	21600086	04/23/17	13,742.36
Invoice: 10440				MILLER RD TOLO-PETERSON HILL					
				13,742.36	72334562	64110000800	C40-MILLER RD-ENG/DESIGN		

CHECK 344241 TOTAL: 13,742.36

344242	04/26/2017	PRTD	8129 SMARSH INC	212935	INV00219849	03/31/2017		04/23/17	286.50
Invoice: INV00219849				IT/TEXT & SOCIAL MEDIA ARCHIVE-MAR17					
				286.50	81011881	548500	IT - C/E COMPUTER SUPPORT		

CHECK 344242 TOTAL: 286.50

344243	04/26/2017	PRTD	8040 SOLENIS LLC	212846	131144074	03/30/2017		04/23/17	3,883.20
Invoice: 131144074				PW/2290 LB - PRAESTOL					
				3,883.20	73425358	531100	O&M-WWTP-SUPPLIES		

CHECK 344243 TOTAL: 3,883.20

344244	04/26/2017	PRTD	601 SOUND REPROGRAPHICS	212917	53756	04/17/2017		04/23/17	17.44
Invoice: 53756				EX/NAME PLATE FOR HEX					
				17.44	34470586	531100	HEX - DEV SUPPLIES		

04/20/2017 09:05 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 17
|apcsbdsb

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

CHECK 344244 TOTAL: 17.44

344245	04/26/2017	PRTD	8132 SPECTRA LABORATORIES	212847	17-01917	03/30/2017		04/23/17	115.92
					PW/H2O TEST-ALDER, MADISON, EAKIN, CAVE, LOVELL, H.S.				

Invoice: 17-01917

115.92 73411345 54110000391 LAB SVCS-WATER

212918	17-02089	04/06/2017	04/23/17	19.32
--------	----------	------------	----------	-------

Invoice: 17-02089

PW/H2O TEST-ROCKAWAY BEACH

19.32 73415345 54110000391 LAB SVCS-WATER ROCKAWAY

212919	17-02090	04/06/2017	04/23/17	19.32
--------	----------	------------	----------	-------

Invoice: 17-02090

PW/H2O TEST-PUBLIC WORKS WELL

19.32 73011897 54110000391 LAB SVCS-PW YARD FAC

CHECK 344245 TOTAL: 154.56

344246	04/26/2017	PRTD	2467 STAPLES ADVANTAGE	212839	3335918374	03/09/2017		04/23/17	29.74
					EX/LABEL TAPE (3)				

Invoice: 3335918374

29.74 31011131 531100 EXEC - C/E SUPPLIES

212840	3335918372	02/23/2017	04/23/17	41.68
--------	------------	------------	----------	-------

Invoice: 3335918372

EX/STAND UP MAT

41.68 31011131 531100 EXEC - C/E SUPPLIES

212841	3335918376	03/09/2017	04/23/17	55.86
--------	------------	------------	----------	-------

Invoice: 3335918376

EX/SPRAY GLUE, FOAMBOARD

55.86 31011131 531100 EXEC - C/E SUPPLIES

212842	3335918377	03/20/2017	04/23/17	612.67
--------	------------	------------	----------	--------

Invoice: 3335918377

EX&FIN/TONER, WRIST REST, DESKPAD, MEMO BOOK

596.19 41011141 531100 FIN - C/E ADMIN SUPPLIES

16.48 31011131 531100 EXEC - C/E SUPPLIES

212843	3335918373	03/01/2017	04/23/17	331.38
--------	------------	------------	----------	--------

Invoice: 3335918373

EX&FIN/TONER, FOLDERS

18.27 41011141 531100 FIN - C/E ADMIN SUPPLIES

196.74 31011131 531100 EXEC - C/E SUPPLIES

116.37 32011152 531100 LEGAL - C/E SUPPLIES

212844	3335918378	03/20/2017	04/23/17	38.12
--------	------------	------------	----------	-------

Invoice: 3335918378

EX/WALL MOUNT LIT HOLDERS (3)

38.12 31011131 531100 EXEC - C/E SUPPLIES

212845	3335918375	03/09/2017	04/23/17	31.31
--------	------------	------------	----------	-------

Invoice: 3335918375

FIN/FELT PENS, COPY PAPER

31.31 41011141 531100 FIN - C/E ADMIN SUPPLIES

212925	3335918398	03/22/2017	04/23/17	54.33
--------	------------	------------	----------	-------

Invoice: 3335918398

PW/OFFICE SUPPLIES

54.33 72011321 531100 ENG - C/E ADMIN SUPPLIES

04/20/2017 09:05 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

P 18
apcshdsb

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

Invoice: 3335918396	212926	3335918396	03/08/2017	04/23/17	39.85				
	39.85	72011321 531100	PW/PENS, NAME BADGE HOLDER						
			ENG - C/E ADMIN SUPPLIES						
Invoice: 3335918395	212927	3335918395	02/27/2017	04/23/17	118.69				
	118.69	72011321 531100	PW/DESK LAMP						
			ENG - C/E ADMIN SUPPLIES						
Invoice: 3335918399	212928	3335918399	03/23/2017	04/23/17	-8.75				
	-8.75	72011321 531100	PW/REFUND-VERTICAL ORGANIZER						
			ENG - C/E ADMIN SUPPLIES						
Invoice: 3335918400	212929	3335918400	03/23/2017	04/23/17	8.75				
	8.75	72011321 531100	PW/VERTICAL ORGANIZER						
			ENG - C/E ADMIN SUPPLIES						
Invoice: 3335918418	212930	3335918418	03/08/2017	04/23/17	59.77				
	59.77	73637891 531100	PW/PADFOLIO						
			OFFICE SUPPLIES						
Invoice: 3335918419	212931	3335918419	03/23/2017	04/23/17	179.22				
	179.22	73637891 531100	PW/PENS, FOLDERS, TONER						
			OFFICE SUPPLIES						
Invoice: 3335918397	212932	3335918397	03/08/2017	04/23/17	41.01				
	41.01	72011321 531100	PW/OFFICE SUPPLIES						
			ENG - C/E ADMIN SUPPLIES						
Invoice: 3335918401	212933	3335918401	03/30/2017	04/23/17	222.41				
	222.41	72011321 531100	PW/OFFICE SUPPLIES						
			ENG - C/E ADMIN SUPPLIES						
			CHECK	344246 TOTAL:	1,856.04				
344247 04/26/2017 PRTD	2122	STERICYCLE INC	212849	3003800559	03/31/2017	04/23/17	10.36		
Invoice: 3003800559			10.36	51011211 541100	POL/BIOHAZARD DISPOSAL				
					PD-C/E-ADM-PROF SVCS				
					CHECK	344247 TOTAL:	10.36		
344248 04/26/2017 PRTD	7095	SUPERIOR SAW & SUPPL	212848	105250	04/04/2017	04/23/17	31.39		
Invoice: 105250			31.39	73111427 548100	PW/SHARPEN WEDEATER BLADES				
					O&M-ACCESS RDSIDE R&M				
					CHECK	344248 TOTAL:	31.39		

04/20/2017 09:05 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 19
|apcshdsb

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

344249	04/26/2017	PRTD	8244 SUPPLYWORKS	212920	396725509	04/04/2017		04/23/17	895.74
	Invoice: 396725509					PW/TRASH LINERS, DISP TWL, SOAP			
				895.74	73637948 531100	O&M ALLOC-CITY WIDE SUPPLIES			

CHECK 344249 TOTAL: 895.74

344250	04/26/2017	PRTD	6746 SYMBOL ARTS	212923	0279409-IN	04/06/2017		04/23/17	500.00
	Invoice: 0279409-IN					POL/NEW BADGES (5)			
				500.00	53011212 531100	PD-C/E-PATROL SUPPLIES			

CHECK 344250 TOTAL: 500.00

344251	04/26/2017	PRTD	8243 CRANE & CRANE HOLDIN	212850	04/06/17	04/06/2017		04/23/17	10.00
	Invoice: 04/06/17					YARD WASTE DISPOSAL-1 YARDS			
				10.00	91011755 547900	GG-C/E-COMMONS-GARBAGE			

				212851	04/05/17	04/05/2017		04/23/17	10.00
	Invoice: 04/05/17					YARD WASTE DISPOSAL-1 YARDS			
				10.00	91011755 547900	GG-C/E-COMMONS-GARBAGE			

				212938	04/13/17	04/13/2017		04/23/17	100.00
	Invoice: 04/13/17					STRWBERRY PRK WASTE DISPOSAL-10 YARDS			
				100.00	91011768 547900	GG-C/E-PARKS-GARBAGE			

CHECK 344251 TOTAL: 120.00

344252	04/26/2017	PRTD	4929 TYLER TECHNOLOGIES I	212936	045-181969	03/01/2017		04/23/17	7,565.52
	Invoice: 045-181969					IT/MUNIS, EXECUTIME ANNUAL ACCESS MAINT.			
				7,565.52	81011881 548500	IT - C/E COMPUTER SUPPORT			

				212937	045-185427	04/01/2017		04/23/17	11,987.23
	Invoice: 045-185427					IT/MUNIS QTRLY MAINT.-2017 Q2			
				11,987.23	81011881 548500	IT - C/E COMPUTER SUPPORT			

CHECK 344252 TOTAL: 19,552.75

344253	04/26/2017	PRTD	6088 ULINE SHIPPING SUPPL	212940	85913257	04/07/2017		04/23/17	99.46
	Invoice: 85913257					POL/VINYL ENVELOPES			
				99.46	51011191 531100	PD-C/E-PROP RM-SUPPLIES			

CHECK 344253 TOTAL: 99.46

344254	04/26/2017	PRTD	2425 THE UPS STORE #1265	212853	03/23/17	03/23/2017		04/23/17	34.59
	Invoice: 03/23/17					PW/SHIPPING-WWTP			
				34.59	91425358 542500	GG-WWTP-POSTAGE/SHIPPING			

04/20/2017 09:05 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 20
|apcsbdb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
						CHECK	344254	TOTAL:	34.59
344255	04/26/2017	PRTD	1152 USA BLUE BOOK	212852	211415	03/21/2017		04/23/17	320.26
Invoice: 211415				320.26	73425358 531100	PW/GLASS FIBER FILTERS, BUFFER O&M-WWTP-SUPPLIES			
Invoice: 220951				212939	220951	03/31/2017		04/23/17	43.07
				43.07	73411345 531100	PW/AMMONIA TEST STRIPS OFFICE SUPPLIES			
						CHECK	344255	TOTAL:	363.33
344256	04/26/2017	PRTD	553 UTILITIES UNDERGROUN	212854	7030105	03/31/2017		04/23/17	232.20
Invoice: 7030105				232.20	73637893 54110000393	PW/180 EXCAVATION NOTICES O&M ALLOC-LOCATING SVCS			
						CHECK	344256	TOTAL:	232.20
344257	04/26/2017	PRTD	4520 WA ST DEPT OF NATURA	212942	03/21/17	03/21/2017		04/23/17	3,988.52
Invoice: 03/21/17				3,988.52	31011757 545000	EX/AQUATIC LAND LEASES-#20-A85592, 20-085592 EXEC-C/E-OWM-LEASE			
						CHECK	344257	TOTAL:	3,988.52
344258	04/26/2017	PRTD	4104 WA ST FERRIES	212955	RK287413	04/06/2017		04/23/17	719.00
Invoice: RK287413				29.20	21011125 543100	MAR17-WAVE2GO FERRY CHARGES COURT - TRAVEL EXPENSE			
				468.00	51011211 543100	PD-C/E-ADM-TRAVEL/MEALS/LODGIN			
				155.20	61011581 543100	PCD - C/E ADMIN TRAVEL EXPENSE			
				8.20	72011321 543100	ENG - C/E ADMIN TRAVEL EXPENSE			
				58.40	41029179 443410	FIN - INS WELLNESS TRAVEL			
						CHECK	344258	TOTAL:	719.00
344259	04/26/2017	PRTD	952 WA STATE PATROL	212947	I17006854	04/12/2017		04/23/17	132.00
Invoice: I17006854				132.00	41654861 586100	MAR17-BACKGROUND CHECKS AGENCY DISBURSEMENTS			
						CHECK	344259	TOTAL:	132.00
344260	04/26/2017	PRTD	2251 WA ST TREASURER	212944	MAR17	04/17/2017		04/23/17	7,874.80
Invoice: MAR17				2,960.74	41611860 586000	WA ST-OUT COURT REMIT-MAR17 PSEA 60% OUT			
				1,565.97	41610860 586000	PSEA 30% OUT			
				49.58	41619860 586000	PSEA 3 - STATE DISB OUT			
				753.52	41616860 586000	THEFT PRV&TR BRAIN INJ-OUT			

04/20/2017 09:05 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 21
|apcsbdb

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

148.59	41616860	586000	THEFT PRV&TR BRAIN INJ-OUT
1,749.57	41614860	586000	JUDICIAL INFO SYST.-OUT
.12	41615860	586000	BREATH TEST-CUSTODIAL
.70	41615860	586000	BREATH TEST-CUSTODIAL
376.00	41618860	586000	TRAUMA CARE-OUT
41.06	41618860	586000	TRAUMA CARE-OUT
25.87	41618860	586000	TRAUMA CARE-OUT
146.85	41618860	586000	TRAUMA CARE-OUT
56.23	41615860	586960	STATE CRIME LAB

Invoice: MAR17-SBCC	212945	MAR17-SBCC	04/17/2017	04/23/17	295.00
			WA ST-SBCC OUT COURT REMIT-MAR17		
	295.00	41652860	586000	SBCC BLDG.-OUT	

CHECK	344260	TOTAL:	8,169.80
-------	--------	--------	----------

344261	04/26/2017	PRTD	4626	WASHINGTON STATE UNI	212957	22875213	04/11/2017	04/23/17	775.00
Invoice: 22875213							EX/2017	PAC NW CLERKS INSTITUTE TRAINING-CB	
			775.00	36011143	443410		CLERK-C/E-TRAINING		

CHECK	344261	TOTAL:	775.00
-------	--------	--------	--------

344262	04/26/2017	PRTD	5709	WEBCHECK INC	212857	5646	04/03/2017	04/23/17	65.22
Invoice: 5646							FIN/WEBCHECK SVCS-MAR17		
			32.61	43411341	541100		FIN - WATER ADMIN PROF SERVICE		
			32.61	43421351	541100		FIN - SEWER ADMIN PROF SERVICE		

CHECK	344262	TOTAL:	65.22
-------	--------	--------	-------

344263	04/26/2017	PRTD	8390	WEST HILLS FORD MAZD	212953	95476	03/30/2017	04/23/17	19.54
Invoice: 95476							POL/SOCKET ASSY-VEH#194		
			19.54	51011211	531100		PD-C/E-ADM-SUPPLIES		

CHECK	344263	TOTAL:	19.54
-------	--------	--------	-------

344264	04/26/2017	PRTD	4819	THOMSON WEST	212859	835905880	04/01/2017	04/23/17	644.79
Invoice: 835905880							LEGAL/INFORMATION SVCS-MAR17		
			644.79	32011152	549100		LEGAL-C/E-DUES & SUBSCR SVCS		

CHECK	344264	TOTAL:	644.79
-------	--------	--------	--------

344265	04/26/2017	PRTD	2175	WEST SOUND WILDLIFE	212943	2017-Q1	04/05/2017	04/23/17	2,137.50
Invoice: 2017-Q1							2017 Q1-WILDLIFE CONTROL SERVICES		
			2,137.50	91011393	541100		FIN - C/E ANIMAL CONTROL FEES		

04/20/2017 09:05 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 22
|apcsbdb

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

CHECK 344265 TOTAL: 2,137.50

344266	04/26/2017	PRTD	499 WESTBAY AUTO PARTS I	212855	253697	04/07/2017		04/23/17	54.89
			Invoice: 253697			PW/FUEL ADDITIVE (4)			

54.89 73638935 531100 OFFICE SUPPLIES

212856	250884	03/29/2017	04/23/17	208.98
--------	--------	------------	----------	--------

Invoice: 250884 POL/STARTER, CORE DEPOSIT PD-C/E-PATROL SUPPLIES

212948	254385	04/10/2017	04/23/17	9.28
--------	--------	------------	----------	------

Invoice: 254385 PW/AIR FILTER OFFICE SUPPLIES

212949	254383	04/10/2017	04/23/17	9.28
--------	--------	------------	----------	------

Invoice: 254383 PW/AIR FILTER OFFICE SUPPLIES

212950	251554	03/31/2017	04/23/17	17.26
--------	--------	------------	----------	-------

Invoice: 251554 PW/GAS CAP-CHEVY TRUCK O&M - C/E FACIL OFC SUPPLIES

212951	251519	03/31/2017	04/23/17	128.05
--------	--------	------------	----------	--------

Invoice: 251519 PW/AIR, OIL & HYDRAULIC FILTERS MERCHANDISE

212952	253312	04/06/2017	04/23/17	116.35
--------	--------	------------	----------	--------

Invoice: 253312 PW/WIPER BLADES MERCHANDISE

CHECK 344266 TOTAL: 544.09

344267	04/26/2017	PRTD	4418 WMCA	212956	2017-DUES	04/11/2017		04/23/17	75.00
			Invoice: 2017-DUES			CLERK/MAY17-MAY18 MEMBER DUES			

75.00 36011143 549100 CLERK-DUES/SUBSCR/MEMBRSHPS

CHECK 344267 TOTAL: 75.00

344268	04/26/2017	PRTD	522 WA ST DEPT OF TRANSP	212858	RE-313-ATB70117111	01/17/2017	21500043	04/23/17	4,577.42
			Invoice: RE-313-ATB70117111			OLYMPIC DR. WSDOT ADMIN SVCS			

4,577.42 72334953 66300000596 SR305-OLYMPIC NM-CONSTR

CHECK 344268 TOTAL: 4,577.42

344269	04/26/2017	PRTD	522 WSDOT	212941	04/12/17	04/12/2017		04/23/17	500.00
			Invoice: 04/12/17			PW/UTILITY PERMIT-VINYARD LN PRJ			

500.00 72411345 54810000336 ANNUAL WATER MAINS PRES-R&M

04/20/2017 09:05 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 23
|apcsbdb

CHECK 344269 TOTAL: 500.00

NUMBER OF CHECKS 108 *** CASH ACCOUNT TOTAL *** 446,070.43

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	108	446,070.43

*** GRAND TOTAL *** 446,070.43

04/20/2017 09:05 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 24
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: bhuish

YEAR PER	JNL								
SRC ACCOUNT						ACCOUNT DESC	T OB	DEBIT	CREDIT
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2017 4 227									
APP 101-213000					STREETS - ACCOUNTS PAYABLE			2,460.01	
04/26/2017	04/23/17	042617			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				446,070.43
04/26/2017	04/23/17	042617			AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000					ACCOUNTS PAYABLE			5,943.67	
04/26/2017	04/23/17	042617			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000					ACCOUNTS PAYABLE			37,824.34	
04/26/2017	04/23/17	042617			AP CASH DISBURSEMENTS JOURNAL				
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			273,871.92	
04/26/2017	04/23/17	042617			AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000					ACCOUNTS PAYABLE			1,096.42	
04/26/2017	04/23/17	042617			AP CASH DISBURSEMENTS JOURNAL				
APP 631-213000					ACCOUNTS PAYABLE			6,499.03	
04/26/2017	04/23/17	042617			AP CASH DISBURSEMENTS JOURNAL				
APP 407-213000					ACCOUNTS PAYABLE			7,656.69	
04/26/2017	04/23/17	042617			AP CASH DISBURSEMENTS JOURNAL				
APP 301-213000					ACCOUNTS PAYABLE			93,500.49	
04/26/2017	04/23/17	042617			AP CASH DISBURSEMENTS JOURNAL				
APP 104-213000					CIVIC IMPR - ACCOUNTS PAYABLE			8,317.42	
04/26/2017	04/23/17	042617			AP CASH DISBURSEMENTS JOURNAL				
APP 622-213000					ACCOUNTS PAYABLE			150.00	
04/26/2017	04/23/17	042617			AP CASH DISBURSEMENTS JOURNAL				
APP 650-213000					ACCOUNTS PAYABLE			8,506.04	
04/26/2017	04/23/17	042617			AP CASH DISBURSEMENTS JOURNAL				
APP 901-213000					ACCOUNTS PAYABLE			244.40	
04/26/2017	04/23/17	042617			AP CASH DISBURSEMENTS JOURNAL				
GENERAL LEDGER TOTAL								446,070.43	446,070.43
APP 631-130000					DUE TO/FROM CLEARING			439,571.40	
04/26/2017	04/23/17	042617							
APP 101-130000					STREETS - DUE TO/FROM CLEARING				2,460.01
04/26/2017	04/23/17	042617							
APP 402-130000					DUE TO/FROM CLEARING				5,943.67
04/26/2017	04/23/17	042617							
APP 401-130000					DUE TO/FROM CLEARING				37,824.34
04/26/2017	04/23/17	042617							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				273,871.92
04/26/2017	04/23/17	042617							
APP 403-130000					DUE TO/FROM CLEARING				1,096.42
04/26/2017	04/23/17	042617							
APP 407-130000					DUE TO/FROM CLEARING				7,656.69
04/26/2017	04/23/17	042617							
APP 301-130000					DUE TO/FROM CLEARING				93,500.49
04/26/2017	04/23/17	042617							
APP 104-130000					CIVIC IMPR DUE TO/FROM CLEAR'G				8,317.42

04/20/2017 09:05 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 25
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL						ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
APP 622-130000	04/26/2017	04/23/17	042617			DUE TO/FROM CLEARING			150.00	
APP 650-130000	04/26/2017	04/23/17	042617			DUE TO/FROM CLEARING			8,506.04	
APP 901-130000	04/26/2017	04/23/17	042617			DUE TO/FROM CLEARING			244.40	
SYSTEM GENERATED ENTRIES TOTAL									439,571.40	439,571.40
JOURNAL 2017/04/227 TOTAL									885,641.83	885,641.83

04/20/2017 09:05
bhuish

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

|P 26
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
001 GENERAL FUND	2017	4	227	04/26/2017			
001-130000					GENERAL - DUE TO/FROM CLEARING		273,871.92
001-213000					GENERAL - ACCOUNTS PAYABLE	273,871.92	
					FUND TOTAL	273,871.92	273,871.92
101 STREET FUND	2017	4	227	04/26/2017			
101-130000					STREETS - DUE TO/FROM CLEARING		2,460.01
101-213000					STREETS - ACCOUNTS PAYABLE	2,460.01	
					FUND TOTAL	2,460.01	2,460.01
104 CIVIC IMPROVEMENT FUND	2017	4	227	04/26/2017			
104-130000					CIVIC IMPR DUE TO/FROM CLEAR'G		8,317.42
104-213000					CIVIC IMPR - ACCOUNTS PAYABLE	8,317.42	
					FUND TOTAL	8,317.42	8,317.42
301 CAPITAL CONSTRUCTION FUND	2017	4	227	04/26/2017			
301-130000					DUE TO/FROM CLEARING		93,500.49
301-213000					ACCOUNTS PAYABLE	93,500.49	
					FUND TOTAL	93,500.49	93,500.49
401 WATER OPERATING FUND	2017	4	227	04/26/2017			
401-130000					DUE TO/FROM CLEARING		37,824.34
401-213000					ACCOUNTS PAYABLE	37,824.34	
					FUND TOTAL	37,824.34	37,824.34
402 SEWER OPERATING FUND	2017	4	227	04/26/2017			
402-130000					DUE TO/FROM CLEARING		5,943.67
402-213000					ACCOUNTS PAYABLE	5,943.67	
					FUND TOTAL	5,943.67	5,943.67
403 STORM & SURFACE WATER FUND	2017	4	227	04/26/2017			
403-130000					DUE TO/FROM CLEARING		1,096.42
403-213000					ACCOUNTS PAYABLE	1,096.42	
					FUND TOTAL	1,096.42	1,096.42
407 BUILDING & DEVELOPMENT FUND	2017	4	227	04/26/2017			
407-130000					DUE TO/FROM CLEARING		7,656.69
407-213000					ACCOUNTS PAYABLE	7,656.69	
					FUND TOTAL	7,656.69	7,656.69
622 EXPENDABLE TRUST FUND	2017	4	227	04/26/2017			

04/20/2017 09:05
bhuish

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

|P 27
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
622-130000				DUE TO/FROM CLEARING		150.00
622-213000				ACCOUNTS PAYABLE	150.00	
				FUND TOTAL	150.00	150.00
631 CLEARING FUND	2017 4	227	04/26/2017			
631-130000				DUE TO/FROM CLEARING	439,571.40	
631-213000				ACCOUNTS PAYABLE	6,499.03	
635-111100				CASH		446,070.43
				FUND TOTAL	446,070.43	446,070.43
650 AGENCY FUND	2017 4	227	04/26/2017			
650-130000				DUE TO/FROM CLEARING		8,506.04
650-213000				ACCOUNTS PAYABLE	8,506.04	
				FUND TOTAL	8,506.04	8,506.04
901 CITY-WIDE REPORTING FUND	2017 4	227	04/26/2017			
901-130000				DUE TO/FROM CLEARING		244.40
901-213000				ACCOUNTS PAYABLE	244.40	
				FUND TOTAL	244.40	244.40

04/20/2017 09:05 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL

|P 28
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
001 GENERAL FUND		273,871.92
101 STREET FUND		2,460.01
104 CIVIC IMPROVEMENT FUND		8,317.42
301 CAPITAL CONSTRUCTION FUND		93,500.49
401 WATER OPERATING FUND		37,824.34
402 SEWER OPERATING FUND		5,943.67
403 STORM & SURFACE WATER FUND		1,096.42
407 BUILDING & DEVELOPMENT FUND		7,656.69
622 EXPENDABLE TRUST FUND		150.00
631 CLEARING FUND	439,571.40	
650 AGENCY FUND		8,506.04
901 CITY-WIDE REPORTING FUND		244.40
	TOTAL	
	439,571.40	439,571.40

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

PAYROLL

PAYROLL CHECK RUN: 4 - 20 - 2017

Run Type	Run Date	Check # Sequence	Comments	Amount
Misc	4/12/2017	108055 - 108057	P/R misc check run	34.45
Normal	4/20/2017	038457 - 038571	P/R check run - direct deposit	274,509.53
Normal	4/20/2017	108058 - 108062	P/R check run - regular	10,482.11
Vendor	4/20/2017	108063 - 108073	P/R vendor check run	95,598.15
EFTPS	4/20/2017		Federal Tax Electronic Transfer	118,056.31
			TOTAL:	498,680.55

Prepared and Reviewed by: Deborah Lee Date 4-19-17
 Deborah Lee

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

Kimberly M. Dunscombe Date 4/19/17
 Kimberly M. Dunscombe, Budget Manager

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: Special City Council Meeting Minutes, April 4, 2017 (Pg. 205)	Date: 4/25/2017
Agenda Item: CONSENT AGENDA 8:40 PM	Bill No.: 17-076
Proposed By: City Clerk	Referrals(s):

BUDGET INFORMATION

Department: City Clerk	Fund:	
Expenditure Req:	Budgeted?	Budget Amend. Req?

REFERRALS/REVIEW

:	Recommendation:	
City Manager:	Legal:	Finance:

DESCRIPTION/BACKGROUND

RECOMMENDED ACTION/MOTION

Approve with consent agenda.

ATTACHMENTS:

Description	Type
CCMIN 040417 SPECIAL	Backup Material



**SPECIAL CITY COUNCIL MEETING
TUESDAY, APRIL 4, 2017**

MEETING MINUTES

1. CALL TO ORDER

Deputy Mayor Peltier called the special City Council meeting to order at 6:00 PM in Council Chambers.

Mayor Tollefson, Deputy Mayor Peltier, and Councilmembers Blossom, Medina, Scott, and Roth were present. Councilmember Townsend was absent and excused.

2. EXECUTIVE SESSION

Council adjourned to the Planning Conference Room to discuss with legal counsel matters relating to litigation or potential litigation to which the city, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency pursuant to RCW 42.30.110(1)(i).

3. ADJOURNMENT

Council returned from Executive Session at 6:54 PM, and Deputy Mayor Peltier adjourned the special City Council meeting.

Val Tollefson, Mayor

Christine Brown, City Clerk

City of Bainbridge Island City Council Agenda Bill



PROCESS INFORMATION

Subject: City Council Study Session Minutes, April 4, 2017 (Pg. 207)	Date: 4/25/2017
Agenda Item: CONSENT AGENDA 8:40 PM	Bill No.: 17-076
Proposed By: City Clerk	Referrals(s):

BUDGET INFORMATION

Department: City Clerk	Fund:	
Expenditure Req:	Budgeted?	Budget Amend. Req?

REFERRALS/REVIEW

:	Recommendation:	
City Manager:	Legal:	Finance:

DESCRIPTION/BACKGROUND

RECOMMENDED ACTION/MOTION

Approve with consent agenda.

ATTACHMENTS:

Description	Type
CCMIN 040417 STUDY SESSION	Backup Material



CITY COUNCIL STUDY SESSION
TUESDAY, APRIL 4, 2017

MEETING MINUTES

1. CALL TO ORDER/ROLL CALL

Deputy Mayor Peltier called the meeting to order at 7:00 PM in Council Chambers.

Mayor Tollefson, Deputy Mayor Peltier and Councilmembers Blossom, Medina, Roth and Scott were present. Councilmember Townsend was absent and excused.

2. AGENDA APPROVAL OR MODIFICATION/CONFLICT OF INTEREST DISCLOSURE

Councilmember Scott moved and Mayor Tollefson seconded to accept the agenda as presented. The motion carried unanimously. There were no conflicts of interest disclosed.

3. PUBLIC COMMENT ON AGENDA ITEMS

Randall Samstag posed a question on timing for the provision of fossil-free fuel from Puget Sound Energy.

4. PRESENTATION(S)

A. Poetry Reading for National Poetry Month 7:05 PM

Anne Smart, Executive Director of Arts & Humanities Bainbridge, introduced Diane Walker who read her poem.

B. Proclamation Declaring April 28, 2017 as "Arbor Day," AB 17-057 – Mayor Tollefson 7:08 PM

Mayor Tollefson presented the proclamation.

C. Proclamation Declaring the Month of April, 2017 as "Heritage Tree Month," AB 17-058 – Mayor Tollefson 7:09 PM

Mayor Tollefson presented the proclamation and acknowledged the owners who designated Heritage Trees this past year.

D. Presentation on Green Direct Program by Puget Sound Energy, AB 17-059 7:13 PM

Sharmila Swenson of Puget Sound Energy introduced Heather Mulligan and Tom Maclean who provided a presentation on the Green Direct program and addressed Council's questions.

Public Comment

Steve Johnson spoke in favor of improving rates, reliability and use of renewable energy.

Council discussed the program.

5. NEW BUSINESS**A. Ordinance No. 2017-08, Amending Section 16.04.160 of the Bainbridge Island Municipal Code Relating to State Environmental Policy Act (SEPA) Substantive Authority, AB 17-054 – Planning and Community Development 7:41 PM**

Senior Planner Carr introduced the ordinance and answered Council's questions.

MOTION: I move to schedule a public hearing for Ordinance No. 2017-08 on April 11, 2017.

Tollefson/Roth: The motion carried unanimously, 6-0.

Public Comment

Patti Dusbabek spoke about an easement for the Farmer's Market.

6. CITY COUNCIL DISCUSSION**A. Discuss Potential Climate Change Advisory Committee, AB 17-062 – Councilmember Medina 7:51 PM**

Councilmember Medina introduced the draft ordinance. Council discussed the ordinance, including committee membership and creation of a workplan.

Public Comment

Brian Anderson with Climate Action Bainbridge asked to form the committee as quickly as possible.

Randal Samstag assured Council that calculating emissions for a greenhouse gas inventory is straightforward.

Council directed staff to review the ordinance, provide information on the budgetary impact, and return it to Council for consideration.

C. Sound to Olympic Trail (STO) Phase II Update, AB 14-096 – Deputy Mayor Peltier 8:07 PM

Deputy Mayor Peltier asked to move this item ahead of 6(B). Project Manager Epstein gave a presentation on the history of the project.

Public Comment

Doug Rauh spoke about alternative designs.

Peter Perry asked for statistics on users and spoke creating a tree fund to replant larger trees.

Charles Schmid asked for taller replacement trees.

Patti Dusbabek recommended the Kitsap Conservation District for trees.

Jon Rose spoke about the need for safer cycling trails. He offered to participate with the City to plant buffer enhancements.

Neil Johannsen spoke against the project.

Ross Hathaway of Squeaky Wheels spoke in favor of the project.

Lisa Neal spoke about the project plans.

Don Willott spoke about the neighborhood impacts.

Council discussed the project.

B. Discuss Council Meeting Procedures, AB 17-060 - Mayor Tollefson 8:57 PM

Mayor Tollefson provided a presentation on Council meeting procedures. Council discussed the acoustics in the Chambers, training for new Council members, and guidelines for motions.

Public Comment

Charles Schmid spoke about microphone use.

D. Discuss Workplan and Resources for the Tree and Low Impact Development Ad Hoc Committee, AB 16-124 – Deputy Mayor Peltier 9:15 PM

Deputy Mayor Peltier introduced the topic, and Council discussed staff resources for the committee.

7. FOR THE GOOD OF THE ORDER

There were no comments offered for the good of the order.

8. ADJOURNMENT

Deputy Mayor Peltier adjourned the meeting at 9:19 PM.

Val Tollefson, Mayor

Christine Brown, City Clerk

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: Special City Council Meeting Minutes, April 11, 2017 (Pg. 211)	Date: 4/25/2017
Agenda Item: CONSENT AGENDA 8:40 PM	Bill No.: 17-076
Proposed By: City Clerk	Referrals(s):

BUDGET INFORMATION

Department: City Clerk	Fund:	
Expenditure Req:	Budgeted?	Budget Amend. Req?

REFERRALS/REVIEW

:	Recommendation:	
City Manager:	Legal:	Finance:

DESCRIPTION/BACKGROUND

RECOMMENDED ACTION/MOTION

Approve with consent agenda.

ATTACHMENTS:

Description	Type
CCMIN 041117 SPECIAL	Backup Material



**SPECIAL CITY COUNCIL MEETING
TUESDAY, APRIL 11, 2017
MEETING MINUTES**

1. CALL TO ORDER

Mayor Tollefson called the special City Council meeting to order at 6:30 PM in Council Chambers.

Mayor Tollefson, Deputy Mayor Peltier, and Councilmembers Blossom, Medina, Scott, Roth, and Townsend were present.

2. EXECUTIVE SESSION

Council adjourned to the Planning Conference Room to discuss with legal counsel matters relating to litigation or potential litigation to which the city, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency pursuant to RCW 42.30.110(1)(i).

3. ADJOURNMENT

Council returned from Executive Session at 6:57 PM, and Mayor Tollefson adjourned the special City Council meeting.

Val Tollefson, Mayor

Christine Brown, City Clerk

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: Regular City Council Business Meeting Minutes, April 11, 2017 (Pg. 213)	Date: 4/25/2017
Agenda Item: CONSENT AGENDA 8:40 PM	Bill No.: 17-076
Proposed By: City Clerk	Referrals(s):

BUDGET INFORMATION

Department: City Clerk	Fund:	
Expenditure Req:	Budgeted?	Budget Amend. Req?

REFERRALS/REVIEW

:	Recommendation:	
City Manager:	Legal:	Finance:

DESCRIPTION/BACKGROUND

RECOMMENDED ACTION/MOTION

Approve with consent agenda.

ATTACHMENTS:

Description	Type
CCMIN 041117 BUSINESS	Backup Material



REGULAR CITY COUNCIL BUSINESS MEETING TUESDAY, APRIL 11, 2017

MEETING MINUTES

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

Mayor Tollefson called the meeting to order at 7:00 PM in Council Chambers.

Mayor Tollefson, Deputy Mayor Peltier and Councilmembers Blossom, Medina, Roth, Scott and Townsend were present. Everyone stood for the Pledge of Allegiance.

2. AGENDA APPROVAL OR MODIFICATION/CONFLICT OF INTEREST DISCLOSURE

Councilmember Townsend moved and Councilmember Scott seconded to accept the agenda as presented. The motion carried unanimously, 7-0. There were no conflicts of interest disclosed.

3. PUBLIC COMMENT

Kelsie Laughlin asked a question about the site assessment review.

4. CITY MANAGER'S REPORT

There was no City Manager's report.

5. PRESENTATION(S)

A. Poetry Reading for National Poetry Month 7:04 PM

Rebecca Christensen, Tamra Rosa, and Beverly West read their poems.

6. PUBLIC HEARING(S)

A. Ordinance No. 2017-08, Amending Section 16.04.160 of the Bainbridge Island Municipal Code Relating to State Environmental Policy Act (SEPA) Substantive Authority, AB 17-054 – Planning 7:10 PM

Special Planner Carr introduced the ordinance. Mayor Tollefson opened the public hearing at 7:10 PM.

Public Comment

There was no public comment.

Mayor Tollefson closed the public hearing at 7:11 PM.

MOTION: I move to forward Ordinance No. 2017-08 to the April 25, 2017 consent agenda.

Medina/Peltier: The motion carried unanimously, 7-0.

B. Resolution No. 2017-11, Relating to the Surplus of the IslandWood Trail Easement, AB 16 064 – Executive 7:13 PM

Deputy City Manager Smith introduced the resolution. Councilmember Medina introduced his proposed amendments to the resolution. Mayor Tollefson opened the public hearing at 7:15 PM.

Public Comment

Kent Scott spoke in favor of adding conditions to the resolution to allow for more certainty on trail alignment.

Lisa Macchio spoke in favor of moving the trail outside of the wetland buffer.

Barbara Trafton spoke in favor of the resolution as proposed.

Mayor Tollefson closed the public hearing at 7:22 PM.

MOTION: I move to approve Resolution No. 2017-11 relating to the surplus of the IslandWood Trail Easement and the transfer of the easement to the Bainbridge Island Metropolitan Park and Recreation District:

Scott/Roth: Following discussion and the failure of the two amendments below, the motion carried 6-1 with Councilmember Medina voting against.

AMENDMENT TO MOTION: I move to amend the motion on the floor as follows: I move to amend Resolution No. 2017-11 relating to the surplus of the IslandWood Trail Easement and the transfer of the easement to the Bainbridge Island Metropolitan Park and Recreation District by adding a new Section 7 to the Resolution as provided below and renumbering the current Sections 7 and 8:

The transfer of the Trail Easement to BIMPRD shall be conditioned upon the BIMPRD's agreement to not build the trail in any wetlands identified in the "Critical Areas Report for the IslandWood Trail" prepared by Ecological Land Services, Inc. for BIMPRD or within the 75-foot wetland buffers set by BIMC Section 16.20.160.

Medina/Peltier: The amendment failed 4-3 with Deputy Mayor Peltier and Councilmembers Medina and Blossom voting in favor.

AMENDMENT TO MOTION: I move that we amend the motion on the floor to read as follows: I move to amend Resolution No. 2017-11 relating to the surplus of the IslandWood Trail Easement and the transfer of the easement to the Bainbridge Island Metropolitan Park and Recreation District provided that the resolution be amended to add a new Section 7, have the current Sections 7 and 8 renumbered with the new Section 7 reading as follows:

The transfer of the Trail Easement to BIMPRD shall be conditioned upon the BIMPRD's agreement to build the trail in substantially the location identified in Figure 2 of the "Critical

Areas Report for the IslandWood Trail” prepared by Ecological Land Services, Inc. for BIMPRD.

Medina/Blossom: Councilmember Medina amended the amendment to add “provided that the location of the trail can be changed based upon the City permitting process” and “provided that within the wetland buffer, it could be altered.” The motion failed 5-2 with Councilmembers Medina and Blossom voting in favor.

C. Resolution No. 2017-12, Relating to the Surplus of the Manitou Beach Road Upland Parcel, AB 14-194 – Executive 7:43 PM

Deputy City Manager Smith introduced the resolution. Mayor Tollefson opened the public hearing at 7:44 PM.

Public Comment

Lisa Macchio inquired about the value of the boundary line adjustment.

Mayor Tollefson closed the public hearing closed at 7:45 PM.

MOTION: I move to approve Resolution No. 2017-12 relating to the surplus of the Manitou Beach Upland Parcel, authorizing the transfer of that parcel and the Manitou Beach Tideland Parcel to the Bainbridge Island Metropolitan Park and Recreation District, and regarding the proposed BLA, boundary line adjustment, related to the upland parcel.

Scott/Roth: The motion carried unanimously, 7-0.

Council discussed the boundary line adjustment and asked that the sale price be reported to Council.

D. Ordinance No. 2017-03 (Formerly Ordinance No. 2016-34), Amending Section 16.014.160 of the Bainbridge Island Municipal Code and Creating a New Chapter 15.19, Site Assessment Review, AB 16-157 – Public Works and Planning 7:51 PM

Public Works Director Loveless introduced the ordinance and provided a brief history of its development.

Mayor Tollefson opened the public hearing at 7:52 PM

Public Comment

Kelsey Laughlin spoke against the site assessment review process.

Mayor Tollefson closed the public hearing at 7:54 PM.

Council discussed the ordinance, particularly Section 15.19.050, and the site assessment review process.

MOTION: I move to forward Ordinance No. 2017-03 to the April 25, 2017 the unfinished business agenda with revisions to Section 15.19.050 and we will discuss at that time whether we will take action or delay until we hear from Latimore.

Peltier/Medina: The motion carried unanimously, 7-0.

7. UNFINISHED BUSINESS

A. Resolution No. 2017-08, Amending the Fee Schedule to Add a Fee for Site Assessment Review, AB 17-051 – Public Works and Planning 8:10 PM

Council agreed to defer discussion on this resolution pending further review of Ordinance No. 2017-03.

B. Janitorial Service Agreement for City Facilities, AB17-050 – Public Works 8:19 PM

Public Works Director Loveless introduced the agreement and provided background on the bidding process.

MOTION: I move that the City Council approve the Janitorial Services Agreement award to Island Hands, LLC, in the amount of \$403,195 and a related 2017 budget amendment of \$40,000 from the General Fund, thereby increasing the spending authority for this project.

Medina/Roth: The motion carried unanimously, 7-0.

8. NEW BUSINESS

A. Olympic Drive Non-Motorized Improvements Construction Award, AB 14-023 – Public Works 8:21 PM

Public Works Director Loveless provided information on the project.

Public Comment

Demi Allen spoke in favor of improving pedestrian and cycling facilities.

John Perkins spoke against the design and implementation of the Sound to Olympics Trail (STO) project and asked to minimize the cost to trees and environment in the future.

Doug Rauh spoke about undergrounding the electrical facilities in the area of the project and increasing the efficiency of loading the ferries.

Ross Hathaway spoke in favor of the project.

Don Willott spoke in favor of the project and leaving deadwood for habitat.

Lisa Macchio recommended marking trees for removal and considering options to retain trees.

Public Works Director Loveless and Project Manager Jenkins addressed Council's questions. Council requested that staff tag the trees to be removed and provide the arborist report. Council agreed to discuss the project further at next week's Study Session.

MOTION: I move that the City Council forward the Olympic Drive Non-Motorized Improvements project construction award to the June 27, 2017, unfinished business agenda.

Roth/Scott: The motion carried unanimously, 7-0.

B. City Dock Improvements Construction Award, AB 15-072 – Public Works 9:11 PM

Public Works Director Loveless provided information on the project and addressed Council's questions.

MOTION: I move that the City Council forward the City Dock Improvements project construction award to the May 9, 2017, unfinished business agenda.

Townsend/Roth: The motion carried unanimously, 7-0.

C. Washington State Patrol Live-Scan to Western Identification Network Automated Biometric Identification System Connection User's Agreement, AB 17-055 – Police 9:21 PM

Police Chief Hamner introduced the agreement.

MOTION: I move that the City Council forward the Washington State Patrol Live-Scan User's Agreement to the April 25, 2017, consent agenda.

Scott/Roth: The motion carried 6-0 with Deputy Mayor Peltier temporarily absent from the Chambers.

D. Extra Duty Police Services Agreement with Kitsap Transit, AB 17-056 – Police 9:24 PM

Police Chief Hamner introduced the agreement.

MOTION: I move that the City Council forward the Kitsap Transit Extra Duty Services Agreement to the April 25, 2017, consent agenda.

Blossom/Townsend: The motion carried unanimously, 7-0,

E. Nickum and Carlson Applications for Current Use Open Space Program, AB 17-067 – Planning 9:26 PM

Planning Director Christensen introduced the item.

MOTION: I move that the City Council set a public hearing on the Nickum and Carlson Current Use-Open Space applications at a special joint meeting of the City Council and the Kitsap County Board of Commissioners for 9:30 AM on Wednesday April 19, 2017, in the Planning Conference Room of City Hall

Blossom/Medina: The motion carried unanimously, 7-0.

9. CONSENT AGENDA - 9:28 PM

A. Agenda Bill for Consent Agenda

B. Accounts Payable and Payroll

Accounts Payable: Check #344063 from last run for \$151.97; Electronic Funds Transfer #251 for \$7,349.50; ACH #252 – 253 for \$2400.45; Manual check run 344064 – 344066 for \$10,892.17; Regular check run 344067 – 344146 for \$137,038.10. Retainage release #81 for \$200.00. Total disbursement = \$157,710.22.

Payroll: Miscellaneous check #108036 for \$93.89; normal check run (direct deposit) sequence 038342 – 038456 for \$267,995.91; normal check run sequence 108038 – 108040 for \$6,222.48; vendor check run sequence 108041 – 108054 for \$279,792.97; Federal Tax Electronic Transfer for \$112,883.64. Total disbursements = \$666,988.89.

C. City Council Study Session Minutes, October 18, 2016

D. Special City Council Meeting Minutes, March 21, 2017

E. City Council Study Session Minutes, March 21, 2017

F. Regular City Council Business Meeting Minutes, March 28, 2017

MOTION: I move to approve the consent agenda, as presented.

Townsend/Scott: The motion carried unanimously, 7-0.

10. COMMITTEE REPORTS - 9:29 PM

Councilmember Roth reported on the Cultural Element Ad Hoc Committee. Councilmember Medina reported on the April 11, 2017 meeting of the Kitsap Regional Coordinating Council/Hwy 305 committee.

11. REVIEW UPCOMING COUNCIL MEETING AGENDAS - 9:31 PM

A. Council Calendar

Deputy City Manager Smith reviewed the upcoming Council meeting agendas. Mayor Tollefson suggested a process for reviewing the Comprehensive Plan Update process, and Council concurred.

12. FOR THE GOOD OF THE ORDER

There were no comments offered for the good of the order.

13. ADJOURNMENT

Mayor Tollefson adjourned the meeting at 9:45 PM.

Val Tollefson, Mayor

Christine Brown, City Clerk

City of Bainbridge Island City Council Agenda Bill



PROCESS INFORMATION

Subject: Special City Council Meeting Minutes, April 12, 2017 (Pg. 220)	Date: 4/25/2017
Agenda Item: CONSENT AGENDA 8:40 PM	Bill No.: 17-076
Proposed By: City Clerk	Referrals(s):

BUDGET INFORMATION

Department: City Clerk	Fund:	
Expenditure Req:	Budgeted?	Budget Amend. Req?

REFERRALS/REVIEW

:	Recommendation:	
City Manager:	Legal:	Finance:

DESCRIPTION/BACKGROUND

RECOMMENDED ACTION/MOTION

Approve with consent agenda.

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: Ordinance No. 2017-08, Amending BIMC 16.04.160 Regarding State Environmental Policy Act (SEPA) Substantive Authority, AB 17-054 - Planning (Pg. 221)	Date: 4/25/2017
Agenda Item: CONSENT AGENDA 8:40 PM	Bill No.: 17-054
Proposed By: Planning and Community Development	Referrals(s):

BUDGET INFORMATION

Department: Planning	Fund:
Expenditure Req:	Budgeted? Budget Amend. Req?

REFERRALS/REVIEW

Study Session: 4/4/2017	Recommendation: Schedule public hearing for 4/11/17
City Manager:	Legal: Finance:

DESCRIPTION/BACKGROUND

In 1992, the City of Bainbridge Island adopted Ordinance No. 92-06 relating to environmental policy and implementing State Environmental Policy Act (SEPA) regulations for the City, including substantive SEPA authority (Ord. 92-06 § 1, 1992);

SEPA substantive authority allows agencies to condition or deny proposals based on policies, plans, rules, or regulations formally designated by the agency (or appropriate legislative body, in the case of local government) as the basis for the exercise of substantive authority.

The City has not updated its substantive SEPA authority since 1992 and desires to formally designate an updated list of policies, plans, rules, or regulations to be used as the basis for the exercise of substantive authority.

Ordinance No. 2017-08 amends BIMC 16.04.160 to formally designate an updated list of policies, plans, rules, or regulations to be used when exercising SEPA substantive authority. No other changes to BIMC Chapter 16.04 are proposed at this time.

RECOMMENDED ACTION/MOTION

Approve with consent agenda.

ATTACHMENTS:

Description	Type
▣ Ordinance No. 2017-08	Backup Material

ORDINANCE NO. 2017-08

AN ORDINANCE of the City of Bainbridge Island, Washington, amending Section 16.04.160 of the Bainbridge Island Municipal Code relating to SEPA substantive authority.

WHEREAS, in 1992, the City of Bainbridge Island (“City”) adopted Ordinance No. 92-06 relating to environmental policy and implementing State Environmental Policy Act (SEPA) regulations for the City, including substantive SEPA authority; and

WHEREAS, SEPA substantive authority allows agencies to condition or deny proposals based on policies, plans, rules, or regulations formally designated by the agency, or the appropriate legislative body, in the case of local government, as the basis for the exercise of substantive authority; and

WHEREAS, the City has not updated its substantive SEPA authority since 1992; and

WHEREAS, the City has determined that it is in the public interest to formally designate an updated list of policies, plans, rules, or regulations to be used as the basis for the exercise of substantive authority; and

WHEREAS, adoption of legislation related to agency SEPA procedures is categorically exempt from SEPA threshold determination and EIS requirements; now, therefore,

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

Section 1. Section 16.04.160.D of the Bainbridge Island Municipal Code, Substantive Authority, is hereby amended to read as follows:

D. The city designates and adopts by reference the following policies as the basis for the city’s exercise of authority pursuant to this section:

1. The city shall use all practicable means, consistent with other essential considerations of state policy, to improve and coordinate plans, functions, programs, and resources to the end that the state and its citizens may:

- a. Fulfill the responsibilities of each generation as trustee of the environment for succeeding generations;
- b. Assure for all people of Washington safe, healthful, productive, and aesthetically and culturally pleasing surroundings;
- c. Attain the widest range of beneficial uses of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences;
- d. Preserve important historic, cultural, and natural aspects of our national heritage;

- e. Maintain, wherever possible, an environment which supports diversity and variety of individual choice;
- f. Achieve a balance between population and resource use which will permit high standards of living and a wide sharing of life's amenities; and
- g. Enhance the quality of renewable resources and approach the maximum attainable recycling of depletable resources.

2. The city recognizes that each person has a fundamental and inalienable right to a healthful environment and that each person has a responsibility to contribute to the preservation and enhancement of the environment.

3. The city adopts by reference the policies, plans, rules, or regulations in the following statutes, regulations, provisions, and documents to the extent such policies, plans, rules, or regulations are not inconsistent with the policies listed in subsections 1 and 2 of this subsection and are not inconsistent with the City of Bainbridge Island Comprehensive Plan:

- a. Bainbridge Island Municipal Code, including all other chapters contained in Title 16, Environment, and Title 18, Zoning;
- b. ~~Bainbridge Island Subarea Land Use Plan dated December 18, 1989, and map~~ All subarea plans for Bainbridge Island or areas of Bainbridge Island as currently in effect, and as amended or adopted in the future;
- c. Washington Shoreline Management Act, Chapter 90.58 RCW, and Chapter 173-26 WAC;
- d. Bainbridge Island Shoreline Master Program, effective July 30, 2014 (adopted by Ordinance No. 2014-04), and as amended thereafter;
- ~~ed. Water Quality Act~~ Washington Water Pollution Control Act, Chapter 90.48 RCW, and implementing regulations thereof;
- ~~fe. Bainbridge Island Metropolitan Park and Recreation District 2014 Comprehensive Plan for Parks, Recreation & Open Space, and as amended thereafter~~ Comprehensive Plan, 1990;
- ~~gf. Bremerton~~ Kitsap County Board of Health regulations that relate to environmental protection;
- ~~hg. Washington~~ Growth Management Act, Chapter 36.70A RCW, and implementing regulations thereof;
- ~~ij. Washington~~ Forest Practices Act, Chapter 76.09 RCW, and Forest Practices Rules, Chapter Title 222 WAC and Regulations;
- ~~i. Kitsap County open space plan, April, 1987;~~
- ~~j. Kitsap County water and sewer plan;~~

~~jk. Kitsap County Bainbridge Island Comprehensive Plan, as updated in 2017, including all City Functional Plans and Special Purpose District Plans adopted by reference therein, and as amended thereafter;~~

~~l. Kitsap County View Blockage Resolution #240-1984;~~

~~m. Kitsap County noise ordinance;~~

~~n. Kitsap County zoning ordinance as amended March, 1990;~~

~~o. Kitsap County shoreline master program, July 11, 1977;~~

~~p. Winslow Ordinance 90-17~~

~~q. Kitsap regional critical area policies;~~

~~r. Kitsap County groundwater management plan dated April, 1991. (Ord. 92-06 § 1, 1992);~~

k. Bainbridge Island Climate Impact Assessment (EcoAdapt, July 2016);

l. Bainbridge Island Groundwater Model: Aquifer System Carrying Capacity Assessment (Aspect Consulting, March 2016);

m. Review Findings and Recommendations and Critical Aquifer Recharge Area Assessment (Aspect Consulting, December 2015);

n. Hydrogeological Assessment of Groundwater Quantity, Quality, and Production (Aspect Consulting, December 2015);

o. City of Bainbridge Island Level II Assessment (Kato & Warren, Inc., and Robinson & Noble, Inc., December 2000);

p. Stream Benthos and Hydrologic Data Evaluation for the City of Bainbridge Island (King County, December 2015);

q. Bainbridge Island Wildlife Corridor Network, 2000, and as amended thereafter;

r. Bainbridge Island Open Space Study, 2008, and as amended thereafter.

Section 2. This ordinance shall take effect and be in force five (5) days from its passage and publication as required by law.

PASSED BY THE CITY COUNCIL this ____ day of ____, 2017.

APPROVED BY THE MAYOR this ____ day of ____, 2017.

By: _____
Val Tollefson, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, City Clerk

FILED WITH THE CITY CLERK:	March 27, 2017
PASSED BY THE CITY COUNCIL:	_____, 2017
PUBLISHED:	_____, 2017
EFFECTIVE DATE:	_____, 2017
ORDINANCE NUMBER:	2017-08

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: Washington State Patrol Live-Scan to Western Identification Network Automated Biometric Identification System Connection User's Agreement, AB 17-055 - Police (Pg. 227)	Date: 4/25/2017
Agenda Item: CONSENT AGENDA 8:40 PM	Bill No.: 17-055
Proposed By: Matthew Hamner, Chief of Police	Referrals(s):

BUDGET INFORMATION

Department: Police	Fund:
Expenditure Req:	Budgeted? Budget Amend. Req?

REFERRALS/REVIEW

:	Recommendation:
City Manager:	Legal: Yes Finance:

DESCRIPTION/BACKGROUND

The Bainbridge Island Police Department (BIPD) operates Live-Scan networked fingerprinting equipment and submits fingerprint images to the Washington State Patrol (WSP). The WSP operates an Automated Biometric Identification System (ABIS) capable of, but not limited to, reading, classifying, matching, and storing those fingerprints, and making criminal history information available to the BIPD based on fingerprint identification.

The contract under consideration would extend the current agreement between BIPD and WSP through June 30, 2020.

RECOMMENDED ACTION/MOTION

Approve with consent agenda.

ATTACHMENTS:

Description	Type
<div> <div></div> <div>Washington State Patrol Live-Scan to Western Identification Network Automated Biometric Identification System Connection User's Agreement, 17-055 - Police</div> </div>	Backup Material

**WASHINGTON STATE PATROL
LIVE-SCAN TO WESTERN IDENTIFICATION NETWORK AUTOMATED BIOMETRIC
IDENTIFICATION SYSTEM (WIN ABIS) CONNECTION USER'S AGREEMENT**

THIS AGREEMENT, entered into between the Washington State Patrol (hereinafter referred to as "WSP"), an agency of the State of Washington; and the City of Bainbridge Island, (hereinafter referred to as "the User"), witnesses that:

1. WSP is an agency of the State of Washington authorized by law to establish and operate an Automated Biometric Identification System (hereinafter referred to as "ABIS") capable of, but not limited to, reading, classifying, matching, and storing fingerprints, and to maintain criminal history record information based on fingerprint identification. ABIS is a state-funded system comprised of a central computer processor located at the WSP in Olympia. The criminal history repository is known as the Washington State Identification System (WASIS) and maintained by WSP in Olympia.
2. WSP has entered into agreement with the Western Identification Network (WIN) for ABIS services. The WIN ABIS is a multi-state funded system comprised of a host system presently located in Rancho Cordova, California (the WIN Central Site) with remote input stations and booking terminals in member states as authorized by the WIN Board of Directors.
3. The User operates live-scan fingerprinting equipment to capture fingerprint images and related information of a person arrested, registering as a sex or kidnapping offender, applying for licensing or employment pursuant to state or local requirements ("Applicant Submissions"), or as required for the emergency placement of children pursuant to the Adam Walsh Child Protection and Safety Act of 2006, Section 151.

NOW THEREFORE, in light of the foregoing representations and the promises, conditions, and other valuable considerations more fully set out or incorporated herein by reference, the parties, by their duly authorized officials, do mutually agree as follows:

1. WSP will furnish the User, a criminal justice agency as defined in chapter 10.97 RCW, with such criminal justice information as is available in WASIS, ABIS and WIN ABIS files. WSP will serve as the means of exchange of computerized criminal history information and fingerprint data.
2. The network connection will be made via an e-mail server administered by WSP. This network and local networks will meet the requirements of Criminal Justice Information Services (CJIS) Security Policy. The User shall notify WSP of sustained or repeated network problems that affect this service.
3. The User will submit the fingerprint images and the related information electronically to the WSP for the purpose of identification and, when applicable, inclusion in the ABIS, WASIS and WIN ABIS databases. For Applicant Submissions requiring a fee, the User agrees to establish a fingerprint services billing account with WSP. By establishing a billing account for fingerprint image submissions, the User agrees to collect, hold, and reconcile fees charged by WSP for the type of applicant fingerprints submitted by the User. If a transmission is sent in error, the User is still responsible for all fees associated with the transaction type.

4. The User agrees that WSP will provide authorization for access to the ABIS, WASIS and WIN ABIS databases with certain restrictions depending on system capabilities and assigned status as follows:
 - A. Local live-scan sites will submit fingerprint images and related information for identification search and inclusion in the ABIS, WASIS and WIN ABIS databases.
 - B. The User agrees to comply with statutory mandates concerning the submission of criminal and civil fingerprint submissions to WSP.
5. The User agrees that only the WSP site or authorized remote sites may permanently register fingerprints into the ABIS, WASIS and WIN ABIS databases.
6. The WSP ABIS Coordinator or designee will provide the User with policies including, but not limited to, a schedule for accessing the ABIS, WASIS and WIN ABIS databases. Such policies shall define the basis and procedures for conducting routine and emergency comparison of fingerprints against these databases.
7. The User shall take necessary measures to make its live-scan equipment and system secure and prevent unauthorized use. WSP reserves the right to object to equipment security measures and to suspend or withhold service until such matters are corrected to the reasonable satisfaction of WSP.
8. The User agrees to pay all personnel, operating, maintenance, and data transmission costs; to submit fingerprints as required under state statutes or local ordinances; and to pay the costs and maintenance related to an interface between the local records management system and live-scan equipment.
9. The User agrees to assign a live-scan coordinator to serve as the primary contact person for the User in Live-Scan to ABIS connection-related issues. The User also agrees to notify WSP immediately, in writing, of any changes in this position.
10. WSP agrees to schedule and provide training of equipment and procedures to User personnel at locations and times arranged by WSP. Equipment operation training may be supplied by WSP or the equipment provider.
11. The User shall access and utilize ABIS, WASIS and WIN ABIS databases only in conjunction with the administration of criminal justice as authorized by laws governing criminal history dissemination.
12. Fingerprint identification or criminal history information records provided to the User under this Agreement shall not be further disseminated by the User to any other person or (private or public) entity, except as required in criminal proceedings or pursuant to state or federal law.

PERIOD OF PERFORMANCE

This Agreement becomes effective on the date of the last signature and continues until June 30, 2020 or until termination as provided herein.

COMPLIANCE WITH LAWS, REGULATIONS AND PROCEDURES

The User agrees to comply with all applicable federal and state laws, regulations, rules, and procedures, and to assume certain costs associated with the User's use of the services described herein. The User shall operate livescan equipment and otherwise conduct itself in strict compliance with applicable policies and procedures published by WIN and WSP including: the Policies and

Procedures of WIN ABIS as currently in force; the Washington State Patrol (WSP) Access User Acknowledgment, and the policies and procedures identified in this Agreement.

The Policies and Procedures of WIN ABIS are hereby incorporated into and made a part of this Agreement except to the extent that they are inconsistent with anything found herein. The User will comply with related FBI Criminal Justice Information Services Security (CJIS) Policy and other security practices adopted by WIN as these relate to ABIS, WASIS and WIN ABIS.

SUSPENSION AND TERMINATION

WSP may suspend further performance of services hereunder when, in its reasonable estimation, the User has breached any material term of the Agreement. For the purposes of this Agreement, the violation of any specific term of this Agreement or of any substantive requirement or limitation imposed by the federal or state statutes, regulations, or rules incorporated into this Agreement shall be deemed a breach of a material term of the Agreement.

WSP may terminate this Agreement if the User commits any material breach of any term of this Agreement, which breach is not cured within thirty (30) business days after receipt of notice from WSP. Both parties may, by mutual agreement, terminate this Agreement on terms then acceptable to them.

Upon termination of this Agreement for any reason, each party shall promptly return to the other any property that belongs to the other party. With respect to hardware or software products that are the property of WSP or WIN, the User shall promptly return such property to WSP.

Neither WIN, WSP nor the User shall be liable for (i) any indirect, incidental, consequential or special damages under this agreement arising solely from the termination of this Agreement in accordance with its terms.

HOLD HARMLESS

The User agrees to hold harmless the Western Identification Network and its employees; and the State of Washington, the Washington State Patrol and its employees from and against any and all claims, demands, actions, suits, including but not limited to, any liability for damages by reason of or arising out of any misuse of the ABIS, WASIS and WIN ABIS databases, erroneous fingerprint identifications made by user personnel, or any cause of action whatsoever, and against any loss, cost, expense, and damage resulting therefrom, including attorney's fees.

This agreement replaces any previous agreement between WSP and the User on this subject.

IN WITNESS THEREOF, the duly authorized officials of the respective parties have executed this written Agreement.

CITY OF BAINBRIDGE ISLAND

WASHINGTON STATE PATROL

BY _____

TITLE _____

Simon Tee, Grants and Contracts Manager

DATE _____

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 6/2/2010

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: Extra Duty Police Services Agreement with Kitsap Transit, AB 17-056 - Police (Pg. 231)	Date: 4/25/2017
Agenda Item: CONSENT AGENDA 8:40 PM	Bill No.: 17-056
Proposed By: Matthew Hamner, Chief of Police	Referrals(s):

BUDGET INFORMATION

Department: Police	Fund:
Expenditure Req:	Budgeted? Budget Amend. Req?

REFERRALS/REVIEW

:	Recommendation:
City Manager:	Legal: Yes Finance:

DESCRIPTION/BACKGROUND

Kitsap Transit owns and operates buses within the City of Bainbridge Island and requires police services and assistance at certain times and on certain premises within the City limits. Kitsap Transit shall compensate the City for officer assistance at a mutually agreed-upon rate of \$64 per hour, per officer. If approved, the agreement would remain in effect until December 31, 2017, unless terminated sooner by either party.

RECOMMENDED ACTION/MOTION

Approve with consent agenda.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Extra Duty Police Services Agreement with Kitsap Transit, AB 17-056 - Police	Backup Material

EXTRA DUTY POLICE SERVICES AGREEMENT

THIS EXTRA DUTY POLICE SERVICES AGREEMENT (“Agreement”) is entered into as of the date written below between the City of Bainbridge Island, a Washington state municipal corporation (“City”), and Kitsap Transit, a Public Transportation Benefit Authority of the State of Washington (“Kitsap Transit”).

WHEREAS, Kitsap Transit owns and operates buses within the City and requires police-related services and assistance on occasion to be provided related to its transit operations; and

WHEREAS, the City is willing to provide Kitsap Transit with such police-related services and assistance in accordance with the terms and conditions of this Agreement (“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 Kitsap Transit as follows:

1. SCOPE OF PERFORMANCE

The City shall provide Kitsap Transit with extra duty police officer services as described below:

- A. Subject to the terms of this Agreement, the City shall provide police services to Kitsap Transit at times and premises requested by Kitsap Transit at locations within the City of Bainbridge Island including, but not limited to, the Bainbridge Island Transfer Center (BITC) at the Washington State Ferry Terminal, at construction and paving locations, on Kitsap Transit buses, and at Kitsap Transit bus locations where crowd control, traffic, and pedestrian safety require police services. The City, through its police officers, agrees to provide to Kitsap Transit routine law enforcement services, exercise of law enforcement powers, protection of life and property, and enforcement of relevant laws.
- B. Subject to approval of the City’s Chief of Police, the City agrees to provide police officer assistance Monday through Friday from 4:00 p.m. to 7:00 p.m. to the two #90 Express buses in leaving the BITC, when such buses are ready to depart, by stopping the flow of unloading traffic from Washington State Ferries until such buses have departed from the BITC.
- C. Whenever possible, Kitsap Transit will provide to the City at least one week advance notice related to police officer assignment requests in order to ensure that officers have adequate notice to sign up for such assignments. Nothing in this Agreement shall be interpreted as an obligation of the City to guarantee coverage of such service requests.
- D. The number of extra duty police officers provided pursuant to Kitsap Transit’s requests shall be subject to the approval of the City’s Chief of Police or designee.
- E. The hours and dates of service provided by extra duty police officers pursuant to Kitsap Transit’s requests shall be subject to the approval of the City’s Chief of Police or designee.

- F. The specific location of service provided by extra duty police officers pursuant to Kitsap Transit's requests shall be subject to the approval of the City's Chief of Police or designee.
- G. Nothing herein shall be interpreted to require the City to provide officers at any given time or location and the City reserves the right to call away officers assigned to this special duty in the event of an emergency or other public safety situation, at the discretion of the City's Chief of Police or designee.
- H. Police officers serving on assignment shall wear departmental uniforms except in situations in which undercover work is requested by Kitsap Transit and preapproved by the City's Chief of Police or the Chief's designee.
- I. Kitsap Transit has contracted for these services in the exercise of its independent business judgment and nothing herein shall be interpreted to imply that the level of law enforcement services within the City is inadequate or inappropriate, such level of service to be determined at the sole legislative discretion of the Bainbridge Island City Council and the day-to-day administrative discretion of the Chief of Police, as well as the executive discretion of the Bainbridge Island City Manager.

2. TERM AND TERMINATION OF AGREEMENT

- A. This Agreement shall become effective upon execution by both parties and shall continue in full force until December 31, 2017, unless sooner terminated by either party, as provided below.
- B. This Agreement may thereafter be extended by mutual agreement of the parties provided, however, that the parties shall review any future increases in the reimbursement amounts specified herein prior to such renewal.
- C. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party.
- D. Termination of the Agreement shall not relieve either party of any obligation incurred prior to the termination date.

3. PAYMENT

- A. Kitsap Transit shall pay the City, as full compensation for all police services furnished under this Agreement, \$64.00 per hour per officer.
- B. In the event that a City patrol vehicle is required to perform the requested services, Kitsap Transit shall pay the City \$2.85 per hour for such vehicle. This charge shall be all inclusive and shall compensate the City for any and all damage to the vehicle including but not limited to normal wear and tear, the cost of gasoline and insurance, and any other cost or charge associated with the vehicle and maintenance thereof.

- C. Enforcement action taken by police officers during contracted duty assignments could result in an incident and the preparation of incident or arrest reports and prisoner processing. Hours worked in order to complete contracted work shall be billed to Kitsap Transit and may be in excess of the normal hours expressly requested pursuant to this Agreement. Kitsap Transit agrees to pay such unrequested costs to the limited extent necessary to prepare adequate incident or arrest reports and process prisoners, and complete other necessary services due to incidents arising during the performance of this Agreement, regardless of whether hours are beyond requested, contracted service hours. In the event that an officer is required to testify in any judicial proceeding, criminal or civil, connected with any incident, arrest, or incarceration, such costs shall be borne by the City.
- D. Costs incurred by and services provided to Kitsap Transit under this Agreement shall not exceed \$50,000 without the prior approval of both parties. Kitsap Transit shall monitor its costs. This cap amount may be adjusted in any renewal term by mutual agreement of the parties.
- E. The City shall submit monthly invoices for services performed in a previous calendar month in a format acceptable to Kitsap Transit. Kitsap Transit shall pay any undisputed invoice amount within thirty days of the date of the invoice. Such costs shall be billed to Kitsap Transit at 60 Washington Avenue, Suite 200, Bremerton, WA 98337, Attn: Accounts Payable.

4. DUTY STATUS – NO DUTY TO KITSAP TRANSIT

Police officers on extra duty assignment have a primary obligation to the City, not Kitsap Transit. They are expected to discharge all duties of their office. The officers who provide services under this Agreement will be assigned to extra duty during their off-duty hours. Each police officer is subject to call by the City's Chief of Police or the Chief's designee at any time for emergencies, special assignment, or overtime duty. Extra duty work under this Agreement shall not infringe upon or interfere with an officer's law enforcement responsibilities for the City.

5. DESIGNATION OF OFFICER

The City, in its discretion, shall approve the assignment of the individual officers, the number of officers, and other issues related to the provision of services under this Agreement. The City reserves the right to suspend services under this Agreement or to unilaterally terminate the Agreement on any given date when necessary in its sole discretion to preserve the peace and safety of the officers and the citizens of the City. Nothing herein shall be interpreted to limit or delegate the City's authority to exercise law enforcement powers. The City warrants that all officers who provide services under this Agreement are adequately trained to serve as a regular commissioned police officers and are officers in good standing for the City.

6. ADHERENCE TO CITY POLICIES AND PROCEDURES

Police officers engaged in extra duty work under this Agreement are obligated to discharge all duties of their office and to adhere to the City's Police Department policies and procedures at all times. Such officers shall uphold and enforce the laws of the City and the State of Washington at all times. The officers understand that they may be subject to discipline by the City while they are on duty or engage in extra duty assignment under this Agreement.

7. LICENSE AND CERTIFICATIONS

Kitsap Transit shall be responsible for any and all licenses, fees, and/or insurance required and necessary to perform its normal business in the City of Bainbridge Island. The City shall be responsible for the selection and training of its officers, and any required licenses or certifications necessary for such officers to perform their duties, and shall be fully responsible for the cost of adequately arming and supplying its officers related to the provision of services under this Agreement.

8. INDEPENDENT CONTRACTORS

The police officers assigned pursuant to this Agreement are neither agents nor employees of Kitsap Transit, and the City and Kitsap Transit understand and expressly agree that each such police officer is regarded as an independent contractor with respect to Kitsap Transit in the performance of each and every part of this Agreement. The City shall have full control and supervision of its officers at all times under this Agreement, and the City assumes the entire responsibility for carrying out and accomplishing the police services set forth in this Agreement. The City shall make no claim of Kitsap Transit employment nor shall the City claim any related Kitsap Transit employment benefits, social security, and/or retirement benefits related to the police officers doing work under this Agreement.

9. 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, Washington 98110 Attention: City Manager
--------------	---

To Kitsap Transit:	60 Washington Avenue Suite 200 Bremerton, Washington 98337 Attention: Executive Director
--------------------	---

or to such addresses as the parties may hereafter designate in writing. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

10. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Kitsap Transit agrees not to discriminate on the basis of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

11. LIABILITY

Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees, and its agents. Each party shall be responsible for its own negligence; neither party shall indemnify or hold the other party harmless.

12. NO THIRD PARTY RIGHT CREATED

Nothing herein shall be interpreted to imply nor create any third-party right, liability, or obligation.

13. GOVERNING LAW

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

14. VENUE

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

15. ENFORCEMENT

In the event that any judicial action is necessary to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees. The parties agree, however, that prior to the initiation of any lawsuit, they shall attempt to reasonably resolve their differences through alternative dispute resolution procedures such as mediation or arbitration as the parties may, by their mutual agreement, provide.

16. 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 the authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later dated signature included below.

KITSAP TRANSIT

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____
John Clauson, Executive Director

By: _____
Douglas Schulze, City Manager

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: Utility Advisory Committee Meeting Notes, April 12, 2017 - Councilmember Townsend (Pg. 238)	Date: 4/25/2017
Agenda Item: COMMITTEE REPORTS - 8:45 PM	Bill No.:
Proposed By: Councilmember Townsend	Referrals(s):

BUDGET INFORMATION

Department: Council	Fund:	
Expenditure Req:	Budgeted?	Budget Amend. Req?

REFERRALS/REVIEW

:	Recommendation:	
City Manager:	Legal:	Finance:

DESCRIPTION/BACKGROUND

RECOMMENDED ACTION/MOTION

ATTACHMENTS:

Description	Type
UAC NOTES 041217	Backup Material

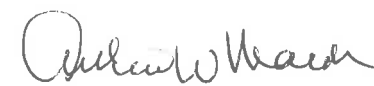
Utility Advisory Committee Meeting Notes, April 12, 2017

Present: Andy Maron (Chair), Jeff Kantor, Emily Sato, Nancy Nolan, Jim Thrash, and Steve Johnson

Also Present: City Council member Roger Townsend, PW Director Barry Loveless, Robert Dashiell, Amy Tousley

1. The meeting was called to order at 4:00 PM.
2. The notes for the March 22, 2017 were approved.
3. Public comment was taken. Robert Dashiell shared his views on the SSWM utility expenses and staffing.
4. The committee requested that Barry Loveless come back to the committee with a recommendation of a scope of work for a study of the rates of the water and sewer utilities.
5. Emily Sato and Ted Jones were asked to come back to the committee with a report on current SSWM operational expenses.
6. Small water system consolidation per the Comprehensive Plan was discussed and it was agreed the Yaquina Water System might be a test case for how consolidation with the city system could work. It was agreed that the Yaquina folks would be invited to an upcoming meeting to discuss their situation.
7. It was agreed that Kitsap PUD would be invited to an upcoming meeting to discuss satellite system management and other issues.
8. The committee discussed holding special meetings on April 19 and May 31 in lieu of regular meetings on April 26 and May 24. Chair Maron will consult with the City Clerk and notify everyone if those dates will work.

The meeting was adjourned at 5:40 PM.



Andy Maron, Chair

4/19/17

4/19/17

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: Ethics Board Meeting Minutes, February 27, 2017 - Councilmember Scott (Pg. 240)	Date: 4/25/2017
Agenda Item: COMMITTEE REPORTS - 8:45 PM	Bill No.:
Proposed By:	Referrals(s):

BUDGET INFORMATION

Department: Council	Fund:	
Expenditure Req:	Budgeted?	Budget Amend. Req?

REFERRALS/REVIEW

:	Recommendation:	
City Manager:	Legal:	Finance:

DESCRIPTION/BACKGROUND

RECOMMENDED ACTION/MOTION

ATTACHMENTS:

Description	Type
□ ETHMIN 022717	Backup Material

COBI ETHICS BOARD

Regular Meeting

Monday, February 27, 2017

6:30 – 8:00 PM

Bainbridge Island City Hall, Planning Conference Room
Bainbridge Island, WA 98110

Minutes


1. Call to order. 6:30 PM Present were Joe Deets, Chair, Dennis Willerford, Judith Tingley and Ingrid Billies, Michael Scott, City Council liaison, Joe Levan, City Attorney, and Cindy Anderson, member of the public.
2. Changes or additions to agenda. Judy would like to talk about Bainbridge Community Broadcasting, move to agenda item #10.
3. Disclosure of conflicts of interest. None.
4. Minutes January 23, 2017 were accepted with changes.
5. Open Public Meetings Act/Public Records Act Training – City Attorney Levan. Joe Levan presented the OPMA and PRA training to the Ethics Board.
6. Communications. Joe Deets spoke with Joe Levan regarding February 27th Ethics Board meeting, Judy spoke with Kellie Stickney about Board business.
7. Public Comment. None.
8. Discussion of 2016 Annual Report and 2017 Work Plan. March 14 Council Presentation. The Board is scheduled to present the Work Plan on March 14th. Joe Deets and Dennis Willerford will attend and present the Work Plan to the City Council.
9. Discussion on Next Steps on Education Efforts. Ethics Education presentation to the City Council will be March 21st by Joe Deets and Dennis Willerford. Kellie Stickney and Joe Levan worked on and finalized the Power Point Presentation and Brochure. Technical aspects of presenting the Power Point will be determined. Joe changed some of the wording to more resemble the Ethics Code itself. The brochures can be printed out directly before the presentations.
10. Discussion on Changes to Ethics Program. Bainbridge Community Broadcasting. Judy spoke with Barry Peters. She emailed Joe Levan to see if he would be interested in also being on the podcast. Joe Levan will not likely be a part of the broadcast. Judy will reconnect with Barry Peters. The podcast may be more about ethics in general, instead of the Ethics Board.

11. Running changes to the Ethics Program. Dennis has a running list of potential changes to the Ethics Code. The Board has decided not to propose the changes to the City Council yet. Is it worthwhile to make some of these changes yet? The first issue being, covered persons under the Ethics Code (Article II). Should the City Manager be put into the Code? The City Manager is under a code of ethics, just not the City code of ethics. Discussion on the running list of proposed changes. The Ethics Board will not propose any changes to the Ethics Code right now.

12. ~~11~~. Items for Next Meeting Agenda.

13. ~~12~~. Next Meeting Date. April 17, 2017.

14. ~~13~~. Adjournment. 8:25pm.


Joe Deets, Chair
4/17/2017

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: Council Calendar (Pg. 243)	Date: 4/25/2017
Agenda Item: REVIEW UPCOMING COUNCIL MEETING AGENDAS - 8:50 PM	Bill No.:
Proposed By: City Clerk	Referrals(s):

BUDGET INFORMATION

Department: City Clerk	Fund:	
Expenditure Req:	Budgeted?	Budget Amend. Req?

REFERRALS/REVIEW

:	Recommendation:	
City Manager:	Legal:	Finance:

DESCRIPTION/BACKGROUND

RECOMMENDED ACTION/MOTION

ATTACHMENTS:

Description	Type
□ Council Calendar - Updated	Backup Material

2017 PROPOSED COUNCIL CALENDAR ITEMS

Absences	Agenda	Department	Timing (min)	Study Session	Absences	Agenda	Department	Timing (min)	Business Meeting
Medina			15	2-May				25	9-May
	UB	PW	30	Update on Police and Municipal Court Building - Site Selection and Next Steps		UB	PW	15	City Dock Project Construction Contract Award (Consider Approval)
	NB	PW	15	Professional Services Agreement for Phase 3 Design of the Sound to Olympics Trail (Bridge) (Consider Forwarding to 5/9 Agenda)		UB	PW	15	Ordinance No. 2017-05 Amending BIMC 12.28 Relating to Frontage Improvement Requirements (Consider Forwarding to 5/23 Consent Agenda)
	NB	FIN	15	2017 Quarter 1 Financial Report (Information)		UB	CC	10	Ordinance Establishing Climate Action Advisory Committee (Consider Approval)
	NB	FIN	10	Ordinance Relating to Q1 Budget Amendments (Consider Forwarding to 5/23 Consent Agenda)		NB	EXEC	15	Review 2018 LTAC Funding Priorities and Draft RFP
	NB	FIN	10	Ordinance Relating to 2016 Budget Carryforwards (Consider Forwarding to 5/23 Consent Agenda)		NB	EXEC	10	Ordinance amending BIMC Relating to Lodging Tax (Consider Forwarding to 5/23 Consent Agenda)
	NB	PW	10	City Tree Trimming Practices		NB	PW	15	Professional Services Agreement for Downtown Parking Study and Budget Amendment (Consider Forwarding to Unfinished Business on 5/23)
	P	CC	10	Presentation on Cultural Access Washington		NB	EXEC	10	Consider Change to Council Meeting Dates for July 4 and National Night Out on August 1
						NB	PW	10	McDonald Creek Culvert Professional Services Agreement (Consider Forwarding to 5/23 Consent Agenda)
						P	POL	10	Proclamation Declaring the Week of May 14-20, 2017 as "National Police Week" on Bainbridge Island
						CA	PW	CA	Ordinance No. 2017-03, Adding a New Chapter 15.19, Site Assessment Review (Consider Approval)
						CA	PW	CA	Resolution No. 2017-08 Amending the Fee Schedule to Add a Site Assessment Review Fee (Consider Approval)
						CA	FIN	CA	Ordinance amending BIMC 3.24, Equipment Rental Revolving Fund (Consider Approval)
						CA	PW	CA	Professional Services Agreement for Phase 3 Design of the Sound to Olympics Trail (Bridge) (Consider Approval)
						CA	EXEC	CA	Consider City Support for Celebrate Bainbridge Events (Consider Approval)
						CA	CC	CA	Establish Combined Infrastructure Task Force (Consider Approval)
			115					135	

2017 PROPOSED COUNCIL CALENDAR ITEMS

Study Session					Business Meeting				
Absences	Agenda	Department	Timing (min)		Absences	Agenda	Department	Timing (min)	
			15	5/16/2017 - Joint Meeting with Planning Commission and Design Review Board				25	23-May
	P	CC	30	MYAC Presentation on Affordable Housing		UB	PW	15	Professional Services Agreement for Downtown Parking Study (Consider Approval)
	P	PCD	80	Latimore Development Review Assessment Initiative		NB	PW	15	Discuss Potential City Hall Renovations
						P	EXEC	15	Presentation on Friends of the Farm Proposal for M&E Property
						CA	FIN	CA	Ordinance relating to 2016 Budget Carryforwards (Consider Approval)
						CA	FIN	CA	Ordinance relating to Q1 Budget Amendments (Consider Approval)
						CA	PW	CA	Ordinance No. 2017-05 Amending BIMC 12.28 Relating to Frontage Improvement Requirements (Consider Approval)
						CA	EXEC	CA	Ordinance amending BIMC Relating to Lodging Tax (Consider Approval)
						CA	PW	CA	McDonald Creek Culvert Professional Services Agreement (Consider Approval)
			125					70	
				30-May					
				5th Week - No Meeting					

2017 PROPOSED COUNCIL CALENDAR ITEMS

Absences	Agenda	Department	Timing (min)	Study Session	Absences	Agenda	Department	Timing (min)	Business Meeting
			15	6-Jun	Medina			25	13-Jun
	NB	PW	10	McRedmond Lane Status		UB	PCD	10	Debrief on Process for Comprehensive Plan Update
	P	EXEC	60	Electric Municipalization Feasibility Study Presentation					
			85					35	

2017 PROPOSED COUNCIL CALENDAR ITEMS

[illegible]