



**SPECIAL / REGULAR CITY COUNCIL MEETING
WEDNESDAY, APRIL 10, 2013
LOCATION: BAINBRIDGE ISLAND CITY HALL
280 MADISON AVENUE N., BAINBRIDGE ISLAND, WASHINGTON**

AGENDA

Action

1. EXECUTIVE SESSION

6:00 PM Property Disposition RCW 42.30.110(1)(c); Collective Bargaining Negotiations, Issues, or Proceedings (RCW 42.30.140)

2. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

7:00 PM

Mayor: Steven Bonkowski

Councilmembers: Anne Blair Debbi Lester
Sarah Blossom Bob Scales
Kirsten Hytopoulos David Ward

3. ACCEPTANCE OR MODIFICATION OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

7:05 PM

4. PRESENTATION

7:10 PM National Poetry Month, Bainbridge Island Arts & Humanities Council Poetry Reading, Rob Dalton and his son, Aiden Bevan Dalton

5. PUBLIC COMMENT

7:15 PM

6. PUBLIC HEARING

7:25 PM A. Ordinance No. 2013-07, Revisions to Design Guidelines for the Ericksen Avenue Overlay District, AB 13-031 – Planning

Conduct Public
Hearing/Consider
Approval

7. NEW BUSINESS

7:30 PM A. State Office of Archaeology and Historic Preservation Grant Application, AB 13-042 – Planning

Consider Approval

8. CONSENT AGENDA (Pg.)

7:35 PM A. Accounts Payable Voucher and Payroll Approval

Consider Approval

B. Special/Regular Business Meeting Minutes, March 13, 2013

Consider Approval

C. Special/Regular Study Session Meeting Minutes March 20, 2013

Consider Approval

D. Bohlander Revocable License Agreement, AB 13-038 – Public Works

Consider Approval

E. Fort Ward Hill Reconstruction and Shoulder Widening Phase II – Design Completion Award, Skillings Connolly, AB 11-097 – Public Works

Consider Approval

F. Fletcher Bay Well House Repair and Refurbishment Project, Bid Rejection & Construction Award, DP Wain Construction, AB 13-039 – Public Works

Consider Approval

G. Washington Traffic Safety Commission's School Zone Flashing Light Program, AB 13-043 – Executive

Consider Approval

9. UNFINISHED BUSINESS

7:40 PM A. Water System Management

Provide direction to
City Manager

Times listed on this agenda are approximate. Public comment may be limited to allow time for Council to deliberate.



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.

10. REVIEW UPCOMING COUNCIL MEETING AGENDAS

7:50 PM

11. FOR THE GOOD OF THE ORDER

7:55 PM

12. STUDY SESSION (Public comment at Study Sessions is encouraged)

8:00 PM Shoreline Master Program: Outstanding Issues (Continued) – Planning

Information

13. ADJOURNMENT

10:00 PM

Times listed on this agenda are approximate. Public comment may be limited to allow time for Council to deliberate.



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CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Ordinance No. 2013-07, Revisions to Design Guidelines for the Ericksen Avenue Overlay District	Date: April 10, 2013
Agenda Item: Ordinances/2 nd Reading, Public Hearing	Bill No.: 13-031
Proposed By: Kathy Cook, Planning Dept.	Referral(s):

BUDGET INFORMATION

Department: Planning and Community Development	Fund: n/a	Munis Contract # n/a
Expenditure Req: n/a	Budgeted? ☐ Yes ☒ No	Budget Amend. Req? ☐ Yes ☒ No

REFERRALS/REVIEW

First Reading: March 27, 2013	Recommendation: Scheduled 2nd reading April 10, 2013
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒ Yes ☐ No ☐ N/A Finance ☐ Yes ☐ No ☒ N/A

DESCRIPTION/SUMMARY

Action Item:

Conduct 2nd Reading/Public Hearing on Ordinance No. 2013-07 relating to design guidelines in the Ericksen Avenue Overlay District of the Mixed Use Town Center and amending Section 18.18.030.E of Chapter 18.18 of the Bainbridge Island Municipal Code.

History:

The approved 2013 work plan for the Department of Planning and Community Development includes consideration of proposed revisions to the design guidelines for the Ericksen Avenue Overlay District in the Mixed Use Town Center (MUTC). The proposed revisions were developed by the Design Review Board (DRB) and have been reviewed by the Planning Commission. The intent of the revisions is to update and strengthen the guidelines, particularly in regards to ensuring that new development is compatible with the historic character of Ericksen Avenue.

The City Council conducted a study session on the proposed revisions on March 20, 2013, and first reading of Ordinance No. 2013-07 on March 27, 2013.

Schedule/Next Activities:

Take public comment on Ordinance 2013-07 and consider adoption.

RECOMMENDED ACTION

Motion:

I move that the City Council adopt Ordinance No. 2013-07, revising the design guidelines for the Ericksen Avenue Overlay District in the Mixed Use Town Center.

City of Bainbridge Island
PLANNING & COMMUNITY DEVELOPMENT



MEMORANDUM

TO: City Council

FROM: Kathy Cook, Planning Director

DATE: April 4, 2013

RE: Ordinance 2013-07, Adopting Revisions to Design Guidelines for the Ericksen Avenue Overlay District. Second Reading/Public Hearing, April 10, 2013

Introduction

The approved 2013 work plan for the Department of Planning and Community Development includes consideration of proposed revisions to the design guidelines for the Ericksen Avenue Overlay District in the Mixed Use Town Center (MUTC). As discussed below, the proposed revisions were developed by the Design Review Board (DRB) and have been reviewed by the Planning Commission.

Background Information

The City first adopted design guidelines for each of the seven Mixed Use Town Center overlay districts (BIMC 18.18.030E) in 1996. The design guidelines address site design, building design and landscaping, and are intended to ensure that new development is compatible with downtown character and community values. The Design Review Board is charged with reviewing new development and redevelopment projects for consistency with the guidelines.

Over the years, the City has received feedback from the Design Review Board, planning staff, community members and the development community that the existing MUTC guidelines are outdated, vague and difficult to apply. In 2007, the City contracted with a consultant firm to revise the design guidelines for the Core Overlay District, in collaboration with the DRB and planning staff. The Core District revisions were adopted in June 2009, with the understanding that they would serve as a template for revising the design guidelines for the remaining overlay districts in the Mixed Use Town Center.

However, because of reductions in staff and budget resources in the ensuing years, it was no longer feasible to use consultant services for other design guideline revisions. Therefore, the DRB took on the task of reviewing the existing Ericksen Avenue Design Guidelines and developing proposed revisions. The DRB felt that priority should be given to the Ericksen Avenue Overlay District, because the current design guidelines do not sufficiently protect the historic

character of Ericksen Avenue. In developing the revised guidelines, the DRB sought input from the Historic Preservation Commission and planning staff.

Planning Commission Review

The Planning Commission conducted a study session on the proposed revisions on December 15, 2011 and a Public Hearing on January 12, 2012. Members of the Design Review Board participated in the Planning Commission process, as did the Chair of the Historic Preservation Commission. After closing the Public Hearing, the Planning Commission recommended several changes to the draft design guidelines and then voted unanimously to recommend approval.

The revised design guidelines were not placed on the Department's 2012 work plan due to scheduling issues and limited staff resources.

City Council Review

The City Council conducted a study session on the revised design guidelines on March 20, 2013. The guidelines must be adopted by ordinance; the Council conducted first reading of Ordinance 2013-07 on March 27, and scheduled second reading/public hearing for April 10, 2013.

If you have any questions or would like further information, please give me a call.

ORDINANCE NO. 2013-07
(Formerly Ordinance No. 2012-01)

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to design guidelines in the Ericksen Avenue Overlay District of the Mixed Use Town Center and amending Section 18.18.030.E of Chapter 18.18 of the Bainbridge Island Municipal Code.

WHEREAS, the City's Design Review Board has recommended revising the design guidelines for the Ericksen Avenue Overlay District in order to better ensure that new development and redevelopment is compatible with the historic character of the overlay district; and

WHEREAS, the Planning Commission conducted a study session on the proposed design guidelines on December 15, 2011, and a public hearing on January 12, 2012; and

WHEREAS, the City Council conducted a public hearing on the proposed amendments on April 10, 2013; and

WHEREAS, notice was given on January 3, 2012, to the Office of Community Development in conformance with RCW 36.70A.106;

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

Section 1. Section 18.18.030(E) of Chapter 18.18 of the Bainbridge Island Municipal Code is amended by repealing pages 55 through 63, "Guidelines Applicable to the Ericksen Avenue Overlay District" and adopting new Design Guidelines, as attached hereto.

Section 2. This ordinance shall take effect and be in force five (5) days from its passage, approval, and publication as required by law.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2013.

APPROVED BY THE MAYOR this ____ day of _____, 2013.

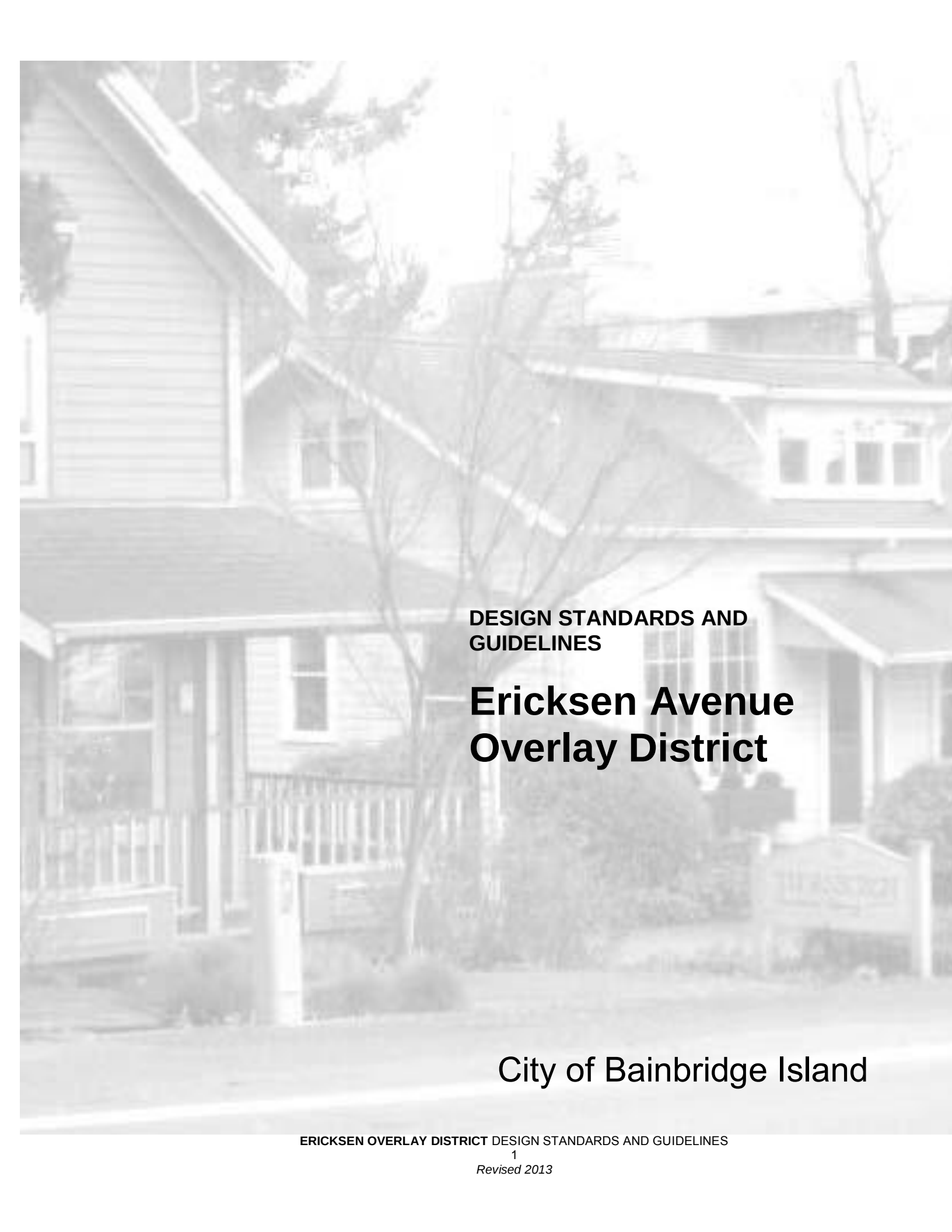
Steven Bonkowski, Mayor

ATTEST/AUTHENTICATE:

Rosalind D. Lassoﬀ, CMC, City Clerk

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

March 22, 2013



**DESIGN STANDARDS AND
GUIDELINES**

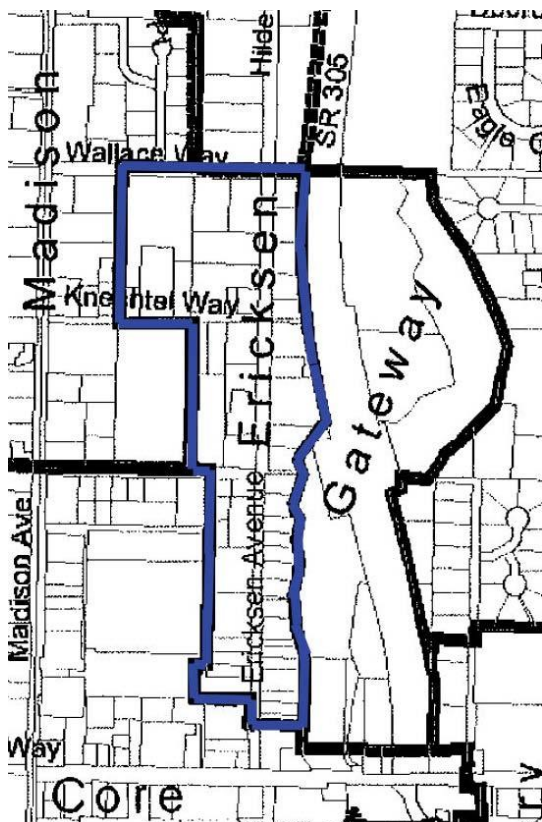
Ericksen Avenue Overlay District

City of Bainbridge Island

OVER-ARCHING DESIGN PRINCIPLE

This set of guidelines for the Ericksen Avenue Overlay District is aimed at reinforcing the historic pattern of development along this corridor. Owners are strongly encouraged to preserve historic (pre-1920) buildings, and to continue the historic patterns of building forms, ensuring that the scale of new development is compatible with that of historic structures. The principle is that the pre-1920s residential character of Ericksen should predominate. Owners are encouraged to integrate current sustainable design concepts and techniques in their proposals such as building preservation and adaptation, highly efficient use of water and energy, preservation of wildlife habitat, and neutral carbon balance.

In addition to these guidelines, new development in the Ericksen Avenue Overlay District must address the General Guidelines for All Overlay Districts and the Guidelines for Commercial and Mixed Use Projects contained in Bainbridge Island Municipal Code.



Guidelines

SITE DESIGN

- SD1. Preservation of Historic Buildings
- SD2. Scale of Construction
- SD3. Ravine View Corridors
- SD4. Setbacks
- SD5. Landscaped Front Yards
- SD6. Signs/Lighting

BUILDING DESIGN

- BD1. Maximum Building Footprint
- BD2. Pitched Roofs
- BD3. Building and Site Access
- BD4. Building Materials

These Design Guidelines may be downloaded from the City's website: www.bainbridgewa.gov. Color copies can be purchased at the Planning and Community Development counter at City Hall.

SITE DESIGN

Intent

Ensure that the pre-1920s residential character predominates:

- SD1. Preservation of Historic Buildings: Owners are strongly encouraged to preserve historic (pre-1920) buildings. Any additions to existing historic structures shall be located to the rear and shall be consistent with the character of the older structure.
- SD2. Scale of Construction: Scale of buildings in this corridor shall remain modest. *(Refer to guideline BD1,)* Any new development shall be constructed so that building forms, roof shapes, and relationship of building to street are compatible with the historic structures on Ericksen Avenue.



Intent

Reinforce the historic pattern of development by retaining open-air view corridors from Ericksen Avenue through to the Winslow Ravine:

- SD3. Ravine View Corridors: On the east side of Ericksen Avenue from Winslow Way to 200 feet north of Wyatt Way (where the Winslow Ravine leaves Ericksen to cross under highway 305), the total of both side yard setbacks shall be at least 30% of the width of the frontage on Ericksen. Driveways may be in the setbacks, but the open-air view from the street through to the Winslow Ravine shall remain unobstructed by buildings or fences.



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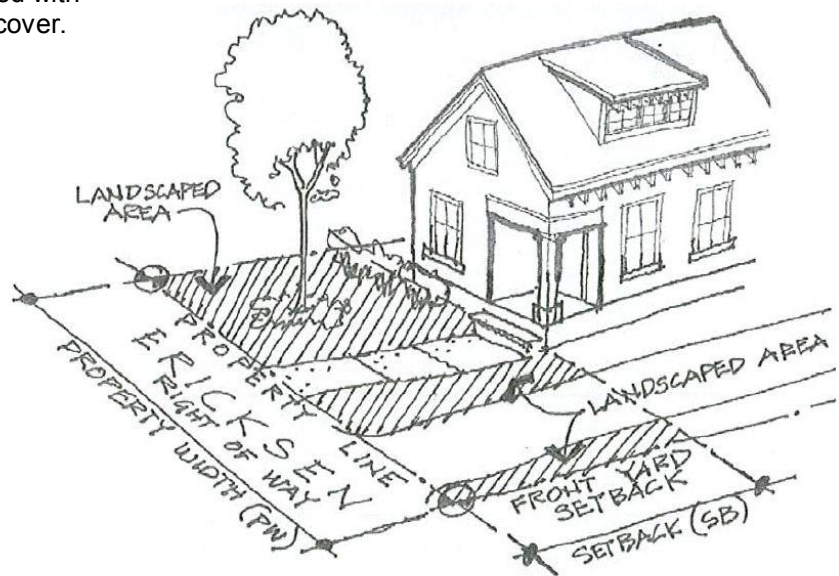


SITE DESIGN (cont.)

Intent

Reinforce the historic pattern of development:

- SD4. Setbacks:
Buildings shall be set back from the front property line in accordance with the zoning ordinance, which allows porches and bay windows to intrude into the setback.
- SD5. Landscaped Front Yards:
Landscaped front yards shall be provided. At least 50% of the area between the ROW and the building setback shall be landscaped with trees, shrubs, and groundcover.



$$\text{Property Width (PW)} \times \text{Setback (SB)} \times 0.50 = \text{Minimum Front Yard Landscaped Area}$$

Intent

To have signs along this corridor be very unobtrusive:

- SD6. Signs:
The design of signs should be integrated with the architecture of the building, with features and materials common to pre-1920 structures on Ericksen. No neon or internally lit signs are allowed.

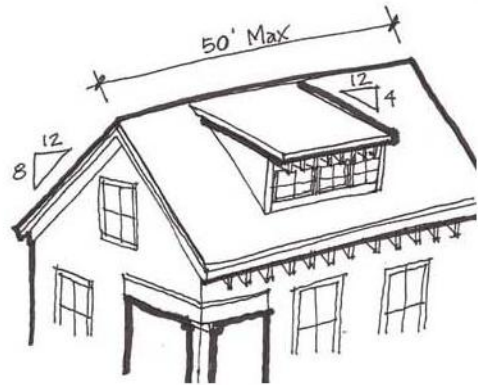


BUILDING DESIGN

Intent

Ensure that the scale of new development is compatible with historic structures:

- BD1. Maximum Building Footprint:
South of Wyatt, the total footprint of any building shall not exceed 2500 sf.
North of Wyatt, buildings shall be designed in sections with footprints not exceeding 2500 sf.
There shall be minimal connections between these sections so that the overall project appears more compatible with smaller, individual buildings to the south of Wyatt.



Intent

Continue the historic pattern of building forms:

- BD2. Pitched Roofs:
Buildings should have pitched roofs with one or more visible ridge lines. Roof pitch on main roofs shall have at least 8:12 and no more than 12:12. Roof overhang shall be at least 12". Roof pitch on shed dormers and attached porches shall be at least 4:12. No continuous roof ridge shall be over 50' long.
- BD3. Building and Site Access:
In new construction, features such as handicap access and pedestrian access to underground parking shall be integrated within buildings, not placed as visible add-ons.
- In remodel projects, this guideline will be met to the extent feasible.
- BD4. Building Materials:
Such features and materials common to the pre-1920 structures on Ericksen as horizontal wood siding, frieze boards, double-hung windows, trim at windows, corner braces, porches, bay windows, prominent roof overhangs and red brick chimneys, are encouraged. *It is the responsibility of the applicant to demonstrate that proposed building materials meet the intent of this guideline.*



All of the Following Guidelines Apply to the Ericksen Overlay District

General Guidelines – All Districts

- | | |
|---|-----------------------|
| 1. Parking Lot Location | ☐ |
| 2. Outdoor Space and Amenities | ☐ |
| 3. Pedestrian Connections | ☐ |
| 4. Shielded Lighting | ☐ |
| 5. Screen Services Areas | ☐ |
| 6. Common Open Space | ☐ |
| 6a. Conceal Garage Doors | ☐ |
| 7. Overall Form – Building Styles | ☐ |
| 8. Building Entrances | ☐ |
| 9. Conceal Mechanical Equipment | ☐ |
| 10. Structured Parking | ☐ |
| 11. Encourage Varied Details | ☐ |
| 12. Integration Signs with Architecture | ☐ |
| 13. Creative Signs | ☐ |
| 14. Awning Signs | ☐ |

Ericksen District Guidelines

Site Design

- | | |
|---|-----------------------|
| SD1. Preservation of Historic Buildings | ☐ |
| SD2. Scale of Construction | ☐ |
| SD3. Ravine View Corridors | ☐ |
| SD4. Setbacks | ☐ |
| SD5. Landscaped Front Yards | ☐ |
| SD6. Signs | ☐ |

Building Design

- | | |
|---------------------------------|-----------------------|
| BD1. Maximum Building Footprint | ☐ |
| BD2. Pitched Roofs | ☐ |
| BD3. Building and Site Access | ☐ |
| BD4. Building Materials | ☐ |

Commercial/Mixed Use Guidelines

- | | |
|--|-----------------------|
| 1. Variation in Façade Treatment | ☐ |
| 2. Modulate Scale of Building Mass | ☐ |
| 3. Limit Visual Impact Blank Facades | ☐ |
| 4. Visual Prominent Ground Floor Facades | ☐ |
| 5. Pedestrian Scale Along Facades | ☐ |
| 6. Encouraging Frontages Along Sidewalks | ☐ |
| 7. Reduce Bulk by Multiple Masses | ☐ |
| 8. Encourage Public Outdoor Space | ☐ |
| 9. Vegetate Between Buildings and Ped Paths | ☐ |
| 10. Respond to Neighbor Buildings | ☐ |
| 11. Minimize Intrusive Commercial Signage | ☐ |
| 12. Minimize Curb Cuts | ☐ |
| 13. Building Entrances Along Street | ☐ |
| 14. Recessed Entrances or Weather Protection | ☐ |
| 15. Small Commercial Scale Buildings | ☐ |
| 16. Parking Screening Vegetated Ped Paths | ☐ |

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Council Authorization to Apply for Grant from State Office of Archaeology and Historic Preservation	Date: April 10, 2013
Agenda Item: New Business	Bill No.: AB 13-042
Proposed By: Planning Department/Historic Preservation Commission	Referral(s):

BUDGET INFORMATION

Department: Planning	Fund: General Funds	Munis Contract #
Expenditure Req: \$4,000.00	Budgeted? Yes ☐ No ☒	Budget Amend. Req? ☒ Yes ☐ No

REFERRALS/REVIEW

Recommendation:		
City Manager ☒ Yes ☐ No ☐	Legal ☐ Yes ☐ No ☐ N/A	Finance ☒ Yes ☐ No ☐ N/A

DESCRIPTION/SUMMARY

Action Item:

On behalf of the Historic Preservation Commission (HPC), the Planning Department is requesting approval to apply for a \$4,000.00 grant, administered by the Washington State Department of Archaeology and Historic Preservation (DAHP) and approval for a \$4,000.00 match from the City.

History:

These grants are made annually to Certified Local Governments ("CLG"). As a CLG, the City of Bainbridge Island is eligible to apply for the grant. The aim of the grants is to encourage, develop and maintain local preservation efforts. This grant requires a City match.

The funds will be used to :

- 1) Contact and solicit information from property owners of land historically used for agriculture by the Japanese/Filipino/BC Suquamish/Scandinavian ethnic communities. Research indicates there are around 70 properties, and roughly 40 of the 70 will be inventoried.
- 2) Information gathered from property owners will be used to create inventory forms that will be uploaded to the Department of Archeology and Historic Preservation's website.
- 3) An exhibit displaying the properties and the history of agriculture communities will be created and publicly displayed at undetermined publicly owned properties, potentially including Suyematsu Farm, City Hall, and/or the Museum, depending on space availability.

The City, in cooperation with the Bainbridge Island Historic Museum completed a similar inventory of 33 downtown Winslow properties in 2011 with a non-match grant from DAHP. This year there is a special emphasis on projects that serve under-represented communities. The expansion of inventoried properties will help to preserve the history of agricultural use on the Island and increase public awareness of our culture.

RECOMMENDED ACTION

Motion:

I move that the City Council approve the HPC's request to apply for a \$4,000 grant from DAHP, with the understanding that a \$4,000 match is required from the City.

CITY OF BAINBRIDGE ISLAND CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Consent Agenda Items	Date: April 10, 2013
Agenda Item: Consent Agenda	Bill No.: 13-040
Proposed By: Executive	Referral(s):

BUDGET INFORMATION

Department:	Fund:	Munis Contract #
Expenditure Req:	Budgeted? ☒ Yes ☐ No	Budget Amend. Req? ☐ Yes ☐ No

REFERRALS/REVIEW

Study Session	Recommendation:
City Manager ☐ Yes ☐ No ☒ N/A	Legal ☐ Yes ☐ No ☒ N/A Finance ☐ Yes ☐ No ☒ N/A

DESCRIPTION/SUMMARY

Action Item:

Consideration of Consent Agenda items A through G: A) Accounts Payable Voucher and Payroll Approval, B) Special/Regular Business Meeting Minutes, March 13, 2013, C) Special/Regular Study Session Meeting Minutes, March 20, 2013, D) Bohlander Revocable License Agreement; E) Fort Ward Hill Reconstruction and Shoulder Widening Phase II Design Completion Award, F) Fletcher Bay Well House Repair and Refurbishment Project (Bid Rejection and Construction Award) and G) Washington Traffic Safety Commission's School Zone Flashing Light Program.

RECOMMENDED ACTION

Motion:

I move that the City Council approve Consent Agenda items A through G: A) Accounts Payable Voucher and Payroll Approval, B) Special/Regular Business Meeting Minutes, March 13, 2013, C) Special/Regular Study Session Meeting Minutes, March 20, 2013, D) Bohlander Revocable License Agreement; E) Fort Ward Hill Reconstruction and Shoulder Widening Phase II Design Completion Award, F) Fletcher Bay Well House Repair and Refurbishment Project (Bid Rejection and Construction Award) and G) Washington Traffic Safety Commission's School Zone Flashing Light Program.

CITY OF BAINBRIDGE ISLAND
ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: March 25, 2013 - April 08, 2013
CITY COUNCIL: March 27, 2013 - April 10, 2013

Last check from previous run: 332680 dated 3/28/2013 issued to WA Assoc of Public Records Officers in the amount of 125.00

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
ACH	3/26/13	124	COBI Utilities March Billing	1,367.10
ACH	N/A	N/A	FIN/Bank of NY Mellon/Interest on 2005 LTGO Bonds	90,855.00
EFT	3/26/13	125	WA ST Department of Revenue/February Excise Taxes	9,594.50
Manual	3/21/13	332681	ENG/COBI/SSDP18600-Pt. White Outfall	6,869.00
Manual	3/21/13	332682	PW/Correct Equipment/Grinder Pump Repair	1,146.45
Manual	3/22/13	332683	ENG/Wa State Dept of Transportation/Permit Applications-ROW	5.00
Manual	3/28/13	332684	COBI Retainage Acct/Lakeside Ind/Sportsman Club-Sakai Crosswalk	926.62
Manual	3/28/13	332685	Eiko Shibayama/Estate of Suyematsu 1Q 2013 Land Purch Int	6,631.00
Manual	3/28/13	332686	IT/WA St Dept of Enterprise Svcs/Adobe Acrobat Renewal	3,151.34
Manual	4/3/13	332687	EX/BI Metro Parks & Recreation/No Ward Meeting Reservation	75.00
Manual	4/3/13	332688	PCD/ENG/Toshiba Financial Services/Copier Leases	794.81
			Manual Checks, Electronic Disbursements	121,415.82
Regular Run	4/11/13	332689 - 332774	Regular Check Run	226,372.89

Total Disbursements **347,788.71**

Retainage Release	3/25/13	99	Lakeside Industries/Madison Ave-New Brooklyn repair	1,799.90
Retainage Release	4/01/13	100	Doolittle Construction/Island Wide Chip Seal	15,164.87
Travel Advance	N/A	N/A	No Advance Travel	Ø

Prepared and Reviewed by Linda Steinberg Linda Steinberg, 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
Karl R. Shaw, Accounting Manager

4-4-2013
Date

ACH UB

03/26/2013 14:05 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 1
apcshdsb

CASH ACCOUNT: 635 111100 CASH

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

124	03/26/2013	MANL	103 CITY OF BAINBRIDGE I	183051	10460MAR13	03/26/2013		ACHMAR13	34.44
				183052	10461MAR13	03/26/2013		ACHMAR13	621.66
				183053	10463MAR13	03/26/2013		ACHMAR13	359.62
				183054	10464MAR13	03/26/2013		ACHMAR13	313.02
				183055	11573MAR13	03/26/2013		ACHMAR13	24.86
				183056	12755MAR13	03/26/2013		ACHMAR13	13.50

CHECK 124 TOTAL: 1,367.10

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 1,367.10

COUNT AMOUNT

TOTAL MANUAL CHECKS 1 1,367.10

*** GRAND TOTAL *** 1,367.10

03/26/2013 14:05 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 2
apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2013 3 386									
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		1,367.10	
03/26/2013	ACHMAR13	032613				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			1,367.10
03/26/2013	ACHMAR13	032613				AP CASH DISBURSEMENTS JOURNAL			
						GENERAL LEDGER TOTAL		1,367.10	1,367.10
APP 631-130000						DUE TO/FROM CLEARING		1,367.10	
03/26/2013	ACHMAR13	032613							
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			1,367.10
03/26/2013	ACHMAR13	032613							
						SYSTEM GENERATED ENTRIES TOTAL		1,367.10	1,367.10
						JOURNAL 2013/03/386 TOTAL		2,734.20	2,734.20

03/26/2013 14:05
lsteinberg

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

PG 3
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
001 GENERAL FUND	2013 3	386	03/26/2013			
001-130000				GENERAL - DUE TO/FROM CLEARING		1,367.10
001-213000				GENERAL - ACCOUNTS PAYABLE	1,367.10	
				FUND TOTAL	1,367.10	1,367.10
631 CLEARING FUND	2013 3	386	03/26/2013			
631-130000				DUE TO/FROM CLEARING	1,367.10	
635-111100				CASH		1,367.10
				FUND TOTAL	1,367.10	1,367.10

03/26/2013 14:05
lsteinberg

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

PG 4
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
631 CLEARING FUND	1,367.10	
001 GENERAL FUND		1,367.10
TOTAL	1,367.10	1,367.10

** END OF REPORT - Generated by Linda Steinberg **

exc tx

03/26/2013 14:23 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

|PG 1
|apcshdsb

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

125 03/26/2013 MANL 124 WA ST DEPT OF REVENU 183050 2013-03 03/26/2013 EFTMAR13 9,594.50

CHECK 125 TOTAL: 9,594.50

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 9,594.50

COUNT AMOUNT

TOTAL MANUAL CHECKS 1 9,594.50

*** GRAND TOTAL *** 9,594.50

03/26/2013 14:23 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 2
apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2013 3	387								
APP 401-213000						ACCOUNTS PAYABLE		3,867.48	
03/26/2013	EFTMAR13	032613				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			9,594.50
03/26/2013	EFTMAR13	032613				AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000						ACCOUNTS PAYABLE		4,935.28	
03/26/2013	EFTMAR13	032613				AP CASH DISBURSEMENTS JOURNAL			
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		39.72	
03/26/2013	EFTMAR13	032613				AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000						ACCOUNTS PAYABLE		752.02	
03/26/2013	EFTMAR13	032613				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								9,594.50	9,594.50
APP 631-130000						DUE TO/FROM CLEARING		9,594.50	
03/26/2013	EFTMAR13	032613							
APP 401-130000						DUE TO/FROM CLEARING			3,867.48
03/26/2013	EFTMAR13	032613							
APP 402-130000						DUE TO/FROM CLEARING			4,935.28
03/26/2013	EFTMAR13	032613							
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			39.72
03/26/2013	EFTMAR13	032613							
APP 403-130000						DUE TO/FROM CLEARING			752.02
03/26/2013	EFTMAR13	032613							
SYSTEM GENERATED ENTRIES TOTAL								9,594.50	9,594.50
JOURNAL 2013/03/387 TOTAL								19,189.00	19,189.00

03/26/2013 14:23
lsteinberg

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

PG 3
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
001 GENERAL FUND	2013 3	387	03/26/2013			
001-130000				GENERAL - DUE TO/FROM CLEARING		39.72
001-213000				GENERAL - ACCOUNTS PAYABLE	39.72	
				FUND TOTAL	39.72	39.72
401 WATER OPERATING FUND	2013 3	387	03/26/2013			
401-130000				DUE TO/FROM CLEARING		3,867.48
401-213000				ACCOUNTS PAYABLE	3,867.48	
				FUND TOTAL	3,867.48	3,867.48
402 SEWER OPERATING FUND	2013 3	387	03/26/2013			
402-130000				DUE TO/FROM CLEARING		4,935.28
402-213000				ACCOUNTS PAYABLE	4,935.28	
				FUND TOTAL	4,935.28	4,935.28
403 STORM & SURFACE WATER FUND	2013 3	387	03/26/2013			
403-130000				DUE TO/FROM CLEARING		752.02
403-213000				ACCOUNTS PAYABLE	752.02	
				FUND TOTAL	752.02	752.02
631 CLEARING FUND	2013 3	387	03/26/2013			
631-130000				DUE TO/FROM CLEARING	9,594.50	
635-111100				CASH		9,594.50
				FUND TOTAL	9,594.50	9,594.50

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

PG 4
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FUND	DUE TO	DUE FROM
631 CLEARING FUND	9,594.50	
401 WATER OPERATING FUND		3,867.48
402 SEWER OPERATING FUND		4,935.28
001 GENERAL FUND		39.72
403 STORM & SURFACE WATER FUND		752.02
TOTAL	9,594.50	9,594.50

** END OF REPORT - Generated by Linda Steinberg **

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03/21/2013 12:31 |CITY OF BAINBRIDGE ISLAND
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PG 1
apcshdsb

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

332681 03/21/2013 PRD 634 CITY OF BAINBRIDGE I 183046 SSDP18600 03/20/2013 M032113 6,869.00

CHECK 332681 TOTAL: 6,869.00

332682 03/21/2013 PRD 4950 CORRECT EQUIPMENT IN 183045 27260 01/22/2013 21300043 M032113 1,146.45

CHECK 332682 TOTAL: 1,146.45

NUMBER OF CHECKS 2 *** CASH ACCOUNT TOTAL *** 8,015.45

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	8,015.45

*** GRAND TOTAL *** 8,015.45

03/21/2013 12:31 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 2
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JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2013 3	321								
APP 403-213000						ACCOUNTS PAYABLE		6,869.00	
03/21/2013	M032113	032113				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			8,015.45
03/21/2013	M032113	032113				AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000						ACCOUNTS PAYABLE		1,146.45	
03/21/2013	M032113	032113				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								8,015.45	8,015.45
APP 631-130000						DUE TO/FROM CLEARING		8,015.45	
03/21/2013	M032113	032113							
APP 403-130000						DUE TO/FROM CLEARING			6,869.00
03/21/2013	M032113	032113							
APP 402-130000						DUE TO/FROM CLEARING			1,146.45
03/21/2013	M032113	032113							
SYSTEM GENERATED ENTRIES TOTAL								8,015.45	8,015.45
JOURNAL 2013/03/321 TOTAL								16,030.90	16,030.90

03/21/2013 12:31
lsteinberg

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

PG 3
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT				ACCOUNT DESCRIPTION		
402 SEWER OPERATING FUND	2013	3	321	03/21/2013		
402-130000				DUE TO/FROM CLEARING		1,146.45
402-213000				ACCOUNTS PAYABLE	1,146.45	
				FUND TOTAL	1,146.45	1,146.45
403 STORM & SURFACE WATER FUND	2013	3	321	03/21/2013		
403-130000				DUE TO/FROM CLEARING		6,869.00
403-213000				ACCOUNTS PAYABLE	6,869.00	
				FUND TOTAL	6,869.00	6,869.00
631 CLEARING FUND	2013	3	321	03/21/2013		
631-130000				DUE TO/FROM CLEARING	8,015.45	
635-111100				CASH		8,015.45
				FUND TOTAL	8,015.45	8,015.45

03/21/2013 12:31 |CITY OF BAINBRIDGE ISLAND
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|PG 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
631 CLEARING FUND	8,015.45	
403 STORM & SURFACE WATER FUND		6,869.00
402 SEWER OPERATING FUND		1,146.45
TOTAL	8,015.45	8,015.45

** END OF REPORT - Generated by Linda Steinberg **

Manual

03/22/2013 12:39 |CITY OF BAINBRIDGE ISLAND
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PG 1
apcshdsb

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

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

INVOICE DTL DESC

332683 03/22/2013 PRTD 522 WA ST DEPT OF TRANSP 183047 03/21/13 03/21/2013 M032213 2.50
Invoice: 03/21/13 ENG/PERMIT APPL-ROW/ASPH RPR

2.50 72111951 64980000621 2013 ISL WIDE ASPHALT R&M-PRMT

183048 03/21/13A 03/21/2013 M032213 2.50
Invoice: 03/21/13A ENG/PERMIT APPLIC-ROW/SPRTMN

2.50 72011561 64980000626 SPORTSMAN NM IMPR-PERMIT

CHECK 332683 TOTAL: 5.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 5.00

COUNT AMOUNT

TOTAL PRINTED CHECKS 1 5.00

*** GRAND TOTAL *** 5.00

03/22/2013 12:39 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

|PG 2
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JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2013 3 328									
APP 101-213000						STREETS - ACCOUNTS PAYABLE		2.50	
03/22/2013	M032213	032213				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			5.00
03/22/2013	M032213	032213				AP CASH DISBURSEMENTS JOURNAL			
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		2.50	
03/22/2013	M032213	032213				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								5.00	5.00
APP 631-130000						DUE TO/FROM CLEARING		5.00	
03/22/2013	M032213	032213							
APP 101-130000						STREETS - DUE TO/FROM CLEARING			2.50
03/22/2013	M032213	032213							
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			2.50
03/22/2013	M032213	032213							
SYSTEM GENERATED ENTRIES TOTAL								5.00	5.00
JOURNAL 2013/03/328 TOTAL								10.00	10.00

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lsteinberg

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

PG 3
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001	GENERAL FUND	2013	3	328	03/22/2013			
	001-130000					GENERAL - DUE TO/FROM CLEARING		2.50
	001-213000					GENERAL - ACCOUNTS PAYABLE	2.50	
						FUND TOTAL	2.50	2.50
101	STREET FUND	2013	3	328	03/22/2013			
	101-130000					STREETS - DUE TO/FROM CLEARING		2.50
	101-213000					STREETS - ACCOUNTS PAYABLE	2.50	
						FUND TOTAL	2.50	2.50
631	CLEARING FUND	2013	3	328	03/22/2013			
	631-130000					DUE TO/FROM CLEARING	5.00	
	635-111100					CASH		5.00
						FUND TOTAL	5.00	5.00

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

|PG 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
631 CLEARING FUND	5.00	
101 STREET FUND		2.50
001 GENERAL FUND		2.50
TOTAL	5.00	5.00

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03/28/2013 13:46 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 1
apcshdsb

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

INVOICE DTL DESC

332684 03/28/2013 PRD 102 CITY OF BAINBRIDGE I 183059 RETREQ1-608 01/28/2013 21200187 M032813 926.62
Invoice: RETREQ1-608 SPORTSMN CLB/SAKAI XWALK-RET
926.62 72334561 66300000608 SPORTSMAN CROSSWALK-CONSTR
CHECK 332684 TOTAL: 926.62

332685 03/28/2013 PRD 3843 EIKO SHIBAYAMA, P.R. 183058 03/28/13 03/28/2013 21300076 M032813 6,631.00
Invoice: 03/28/13 2013 1 Q LAND PURCHASE INTEREST
6,631.00 91021921 783000 FIN-OS INTEREST EXP
CHECK 332685 TOTAL: 6,631.00

332686 03/28/2013 PRD 7420 WA ST DEPT OF ENTERP 183060 I182113 03/01/2013 M032813 3,151.34
Invoice: I182113 IT/ADOBE ACRBT SFTW LIC RNWL
3,151.34 81011881 548500 IT - C/E COMPUTER SUPPORT
CHECK 332686 TOTAL: 3,151.34

NUMBER OF CHECKS 3 *** CASH ACCOUNT TOTAL *** 10,708.96

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	3	10,708.96

*** GRAND TOTAL *** 10,708.96

03/28/2013 13:46 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 2
apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2013 3	434								
APP 301-213000						ACCOUNTS PAYABLE		926.62	
03/28/2013	M032813	032813				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			10,708.96
03/28/2013	M032813	032813				AP CASH DISBURSEMENTS JOURNAL			
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		9,782.34	
03/28/2013	M032813	032813				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								10,708.96	10,708.96
APP 631-130000						DUE TO/FROM CLEARING		10,708.96	
03/28/2013	M032813	032813							
APP 301-130000						DUE TO/FROM CLEARING			926.62
03/28/2013	M032813	032813							
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			9,782.34
03/28/2013	M032813	032813							
SYSTEM GENERATED ENTRIES TOTAL								10,708.96	10,708.96
JOURNAL 2013/03/434 TOTAL								21,417.92	21,417.92

03/28/2013 13:46
lsteinberg

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

PG 3
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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
001 GENERAL FUND	2013 3	434	03/28/2013			
001-130000				GENERAL - DUE TO/FROM CLEARING		9,782.34
001-213000				GENERAL - ACCOUNTS PAYABLE	9,782.34	
				FUND TOTAL	9,782.34	9,782.34
301 CAPITAL CONSTRUCTION FUND	2013 3	434	03/28/2013			
301-130000				DUE TO/FROM CLEARING		926.62
301-213000				ACCOUNTS PAYABLE	926.62	
				FUND TOTAL	926.62	926.62
631 CLEARING FUND	2013 3	434	03/28/2013			
631-130000				DUE TO/FROM CLEARING	10,708.96	
635-111100				CASH		10,708.96
				FUND TOTAL	10,708.96	10,708.96

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

PG 4
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
631 CLEARING FUND	10,708.96	
301 CAPITAL CONSTRUCTION FUND		926.62
001 GENERAL FUND		9,782.34
TOTAL	10,708.96	10,708.96

** END OF REPORT - Generated by Linda Steinberg **

04/04/2013 13:52 | CITY OF BAINBRIDGE ISLAND
lsteinberg | A/P CASH DISBURSEMENTS JOURNAL

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PG 1
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CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE INV DATE PO WARRANT NET

INVOICE DTL DESC

332689	04/11/2013	PRTD	5 ACE HARDWARE	183061	23613	03/14/2013	04/07/13	22.80
Invoice: 23613				22.80	73421355 531100	PW/SCREWDRIVER SET WIN COLL-SUPPLIES		
Invoice: 23619				183062	23619	03/14/2013	04/07/13	3.64
				3.64	73421355 531100	PW/CONDUIT/FASTENERS WIN COLL-SUPPLIES		
Invoice: 23654				183063	23654	03/18/2013	04/07/13	7.82
				7.82	73425358 531100	PW/FASTENERS O&M-WWTP-SUPPLIES		
Invoice: 23668				183064	23668	03/19/2013	04/07/13	1.51
				1.51	73111264 531100	PW/DOUBLE CUT KEY O&M-STREET-TRAF CONTROL-SUPPLY		
Invoice: 23703				183065	23703	03/22/2013	04/07/13	21.02
				21.02	72111431 531100	ENG/FASTENERS ENG - ACCESS MGMT SUPPLIES		
Invoice: 23745				183066	23745	03/28/2013	04/07/13	35.81
				35.81	73011755 531100	PW/HAL LIGHTBULBS O&M-COMMONS SUPPLIES		
Invoice: 23678				183104	23678	03/20/2013	04/07/13	3.79
				3.79	73411345 531100	PW/ELECTR FUSE OFFICE SUPPLIES		
Invoice: 23695				183105	23695	03/21/2013	04/07/13	12.99
				12.99	73411345 531100	PW/RUBB ALCOHOL OFFICE SUPPLIES		
Invoice: 23720				183106	23720	03/26/2013	04/07/13	10.85
				10.85	73425358 531100	PW/VINYL CONNECTOR O&M-WWTP-SUPPLIES		
Invoice: 23790				183257	23790	04/03/2013	04/07/13	30.40
				30.40	63470588 531100	PCD/MEASURING TAPE CUR - DEV DEV PLAN OFC SUPPLY		
Invoice: 23760				183298	23760	04/01/2013	04/07/13	12.99
				12.99	73411345 531100	PW/COLOROX BLEACH X 4 OFFICE SUPPLIES		
Invoice: 23743				183299	23743	03/28/2013	04/07/13	27.12
				27.12	73411345 531100	PW/ACID/FILTER OFFICE SUPPLIES		
							CHECK 332689 TOTAL:	190.74

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PG 2
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CASH ACCOUNT: 635 111100 CASH

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

332690	04/11/2013	PRTD	9 ADAM & GOLDSWORTHY I	183067	6601	01/02/2013		04/07/13	5,408.00
Invoice: 6601						LEGAL/HIDDEN CV RD END STLMT			

5,408.00 32020152 54940000629 HIDDEN COVE RD END-SETTLEMENT

CHECK 332690 TOTAL: 5,408.00

332691	04/11/2013	PRTD	863 INTERSTATE BATTERIES	183068	21066675	03/21/2013		04/07/13	284.37
Invoice: 21066675						PW/MTP-65/SP-36			

284.37 990 141100 MERCHANDISE

CHECK 332691 TOTAL: 284.37

332692	04/11/2013	PRTD	580 THOMAS S ALPAUGH	183258	04/01/13	04/01/2013	21300000	04/07/13	4,291.67
Invoice: 04/01/13						PUBLIC DEFENDER			

4,291.67 32011281 541113 LGL-C/E-PUBLIC DEF-OUTSIDE ATT

CHECK 332692 TOTAL: 4,291.67

332693	04/11/2013	PRTD	29 AMERICAN WATER WORKS	183069	70006271428	02/25/2013		04/07/13	339.00
Invoice: 70006271428						ENG/AGENCY DUES THRU 053114			

339.00 71011321 549100 PWADM-C/E-DUES/SUBSCR/MEMBRSH

CHECK 332693 TOTAL: 339.00

332694	04/11/2013	PRTD	5947 ANDERSON TREE SERVIC	183070	03/19/2013	03/19/2013		04/07/13	1,303.20
Invoice: 03/19/2013						PW/TREE WORK JAPANESE MEM			

1,303.20 73021182 541100 O&M-OS PROF SVCS

CHECK 332694 TOTAL: 1,303.20

332695	04/11/2013	PRTD	4710 ASSOCIATED PETROLEU	183071	0411471-IN	03/11/2013		04/07/13	2,853.60
Invoice: 0411471-IN						PW/796 GAL ETHANOL			

2,853.60 73638932 532000 O&M-FUEL ALLOC TO OTH DEPTS

183072 0411472-IN 03/11/2013 04/07/13 1,450.11

Invoice: 0411472-IN

1,450.11 73638893 532000 PW/403 GAL DIESEL O&M-FUEL USE-ALLOCATION

183073 0409564-IN 03/11/2013 04/07/13 829.54

Invoice: 0409564-IN

829.54 91011897 547200 GG-C/E-O&M YARD FAC-PROPANE

183300 0410427-IN 03/27/2013 04/07/13 561.15

Invoice: 0410427-IN

561.15 91011897 547200 PW/BULK PROPANE GG-C/E-O&M YARD FAC-PROPANE

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PG 3
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CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

Invoice: 0416884-IN	183301	0416884-IN	03/25/2013	04/07/13	2,376.24
	2,376.24	73638932 532000	PW/700 GAL ETHANOL		
			O&M-FUEL ALLOC TO OTH DEPTS		
			CHECK	332695 TOTAL:	8,070.64
332696 04/11/2013 PRD 2138 ASPECT CONSULTING LL 183074 17789			03/14/2013 21200027	04/07/13	1,033.24
Invoice: 17789			REFINE IDDE DATABASES		
	1,033.24	72431832 54110000522	NPDES 2011 GRANT-PROF SVCS		
			CHECK	332696 TOTAL:	1,033.24
332697 04/11/2013 PRD 6420 AT&T MOBILITY	183189	0932MAR13	03/21/2013	04/07/13	99.77
Invoice: 0932MAR13			ENG/DATA CARDS SURVEY EQUIP		
	99.77	91011189 542100	GG-C/E-CITY HALL-PHONE		
			CHECK	332697 TOTAL:	99.77
332698 04/11/2013 PRD 7704 AUTO ADDITIONS	183075	IN0008745	03/14/2013	04/07/13	157.48
Invoice: IN0008745			PW/SLIDE SWITCH-POL CAR118		
	157.48	53011212 548100	POLICE - C/E PATROL MAINTENANC		
			CHECK	332698 TOTAL:	157.48
332699 04/11/2013 PRD 47 BAINBRIDGE DISPOSAL	183190	010963MAR13	03/31/2013	04/07/13	1,245.06
Invoice: 010963MAR13			MAR13 CITYWIDE DISPOSAL SVC		
	91.57	91011215 547900	GG-C/E-PD-GARBAGE		
	282.99	91011768 547900	GG-C/E-PARKS-GARBAGE		
	301.61	91425358 547900	GG-WWTP-GARBAGE (NOT BIOSOLIDS)		
	568.89	91011897 547900	GG-C/E-O&M YARD FAC-GARBAGE		
Invoice: 015003MAR13	183191	015003MAR13	03/31/2013	04/07/13	170.70
			MAR13 CITY HALL DISPOSAL SVC		
	170.70	91011189 547900	GG-C/E-CITY HALL-GARBAGE		
Invoice: 09521MAR13	183302	09521MAR13	03/31/2013	04/07/13	101.90
			MAR13 SENIOR CENTER/COMMONS		
	101.90	91011755 547900	GG-C/E-COMMONS-GARBAGE		
			CHECK	332699 TOTAL:	1,517.66
332700 04/11/2013 PRD 55 BAINBRIDGE ISLAND RE 183077 464389			03/15/2013	04/07/13	152.00
Invoice: 464389			ENG/LEGAL AD FT WARD HILL RD		
	152.00	72011953 64400000318	FORT WARD HILL-CAP ADV		
Invoice: 462514	183078	462514	03/08/2013	04/07/13	89.00
			HEX/LEGAL AD HAWKINS		

04/04/2013 13:52 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 4
apcshdsb

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

INVOICE DTL DESC

89.00 34470586 544000

HEX - DEV ADVERTISING

183079 466535

03/22/2013

04/07/13

158.00

Invoice: 466535

PCD/LEGAL AD GERLACH

158.00 63470586 544000

CUR - DEV ZONING ADVERTISING

183080 466540

03/22/2013

04/07/13

92.00

Invoice: 466540

PCD/LEGAL AD FLOREZ

92.00 63470586 544000

CUR - DEV ZONING ADVERTISING

183081 466547

03/22/2013

04/07/13

53.00

Invoice: 466547

PCD/LEGAL AD HIST PRES MTG

53.00 64011582 544000

LONG - C/E ADVERTISING

183107 464835

03/15/2013

04/07/13

22.00

Invoice: 464835

CLERK/LEGAL AD-ORD 2013-03

22.00 11011113 544000

COUNCIL - LEGAL NOTICES

183108 464857

03/15/2013

04/07/13

97.00

Invoice: 464857

HEX/LEGAL AD-NISHI HEARNG

97.00 34470586 544000

HEX - DEV ADVERTISING

183192 464907

03/15/2013

04/07/13

57.00

Invoice: 464907

ENG/LEGAL AD-SPORTSMAN CL

57.00 72011561 64400000626 SPORTSMAN NM IMPR-ADV

CHECK 332700 TOTAL:

720.00

332701 04/11/2013 PRTD 5412 BENEFIT ADMINISTRATI 183076 1303520
Invoice: 1303520

03/21/2013 21300030 04/07/13

128.50

BENEFITS ADMINISTRATION 2013

17.99 21011125 520000

COURT - BENEFITS

21.85 31011131 520000

EXEC - C/E BENEFITS

21.83 41011141 520000

FIN - C/E ADMIN BENEFITS

7.71 51011211 520000

PD-C/E ADMIN-BENEFITS

5.14 61011581 520000

PCD - C/E ADMIN BENEFITS

42.41 71011321 520000

PW - C/E BENEFITS

11.57 81011881 520000

IT - C/E ADMIN BENEFITS

CHECK 332701 TOTAL:

128.50

332702 04/11/2013 PRTD 50 BAINBRIDGE ISLAND EL 183303 20130091
Invoice: 20130091

03/29/2013

04/07/13

747.22

PW/SHADE/BALLAST/SVC CALL

747.22 73011183 548100

O&M-C/E-CH FAC-REPAIRS

CHECK 332702 TOTAL:

747.22

332703 04/11/2013 PRTD 64 BAINBRIDGE ISLAND AR 183193 1024
Invoice: 1024

03/26/2013 21300051 04/07/13

875.00

LTAC-CURRENTS MAGAZINE

875.00 91140573 541100

GG-TOUR-PROF SERVICES

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PG 5
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CASH ACCOUNT: 635 111100 CASH

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

						CHECK	332703	TOTAL:	875.00
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332704	04/11/2013	PRTD	7453 DAVID MILLER	183157	788	03/25/2013		04/07/13	99.00
			Invoice: 788			POL/VERBAL JUDO/835			

99.00 51011214 443410

PD-C/E-ADMIN-TRAINING

CHECK	332704	TOTAL:	99.00
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332705	04/11/2013	PRTD	1341 BLUE SKY PRINTING	183125	96254	03/27/2013		04/07/13	48.87
			Invoice: 96254			POL/BUSINESS CARDS/827			

48.87 53011212 531100

PD-C/E-PATROL SUPPLIES

CHECK	332705	TOTAL:	48.87
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332706	04/11/2013	PRTD	69 BLUMENTHAL UNIFORMS	183126	991300	03/21/2013		04/07/13	355.72
			Invoice: 991300			POL/UNIFORMS, EQUIPMENT/816			

355.72 53011212 520000

POLICE - C/E PATROL BENEFITS

183127 991852

03/25/2013

04/07/13

257.41

Invoice: 991852

POL/BOOTS/814

POLICE - C/E PATROL BENEFITS

257.41 53011212 520000

CHECK	332706	TOTAL:	613.13
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332707	04/11/2013	PRTD	72 BRATWEAR	183128	7445	03/25/2013		04/07/13	75.62
			Invoice: 7445			POL/REPAIR JUMPSUIT/866			

75.62 53011212 520000

POLICE - C/E PATROL BENEFITS

CHECK	332707	TOTAL:	75.62
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332708	04/11/2013	PRTD	4586 CHS, INC.	183083	G30769	03/11/2013		04/07/13	308.11
			Invoice: G30769			PW/50# BAGS SALT X 49			

308.11 73411345 531100

OFFICE SUPPLIES

183304 G32435

04/02/2013

04/07/13

334.71

Invoice: G32435

PW/50# BAGS SALT X 49

OFFICE SUPPLIES

334.71 73411345 531100

CHECK	332708	TOTAL:	642.82
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332709	04/11/2013	PRTD	551 CENTURYLINK	183194	0399MAR13	03/23/2013		04/07/13	2,400.68
			Invoice: 0399MAR13			CITYWIDE PHONE SERVICE			

1,442.04 91425358 542100

GG-WWTP-TELEPHONE/FAX

587.04 91411891 542100

GG-WTR-FAC-PHONE

67.83 91011755 542100

GG-C/E-COMMONS-PHONE

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

VOUCHER INVOICE

INV DATE PO

WARRANT

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INVOICE DTL DESC

88.00 91011189 542100 GG-C/E-CITY HALL-PHONE
137.91 91011897 542100 GG-C/E-O&M YARD FAC-PHONE
43.90 91011255 542100 GG-C/E-COURT BLDG-PHONE
33.96 91011215 542100 GG-C/E-PD-PHONE

CHECK 332709 TOTAL: 2,400.68

332710 04/11/2013 PRD
Invoice: 26796601

51 BAINBRIDGE ISLAND

183084 26796601

03/20/2013

04/07/13

50.00

OUT COURT TICKET
COURT NON-REVENUE

50.00 63638 389000

CHECK 332710 TOTAL: 50.00

332711 04/11/2013 PRD
Invoice: 44856

460 CITY OF BI - PETTY C

183195 44856

03/12/2013

04/07/13

.01

ENG/RD MARKING SUPPL
GG-C/E-CITY HALL-POSTAGE

.01 91011189 542500

183196 44857

03/26/2013

04/07/13

4.00

Invoice: 44857

SOAP FOR STAFF RM
ENG - C/E ADMIN SUPPLIES

4.00 72011321 531100

183197 44858

03/04/2013

04/07/13

30.00

Invoice: 44858

PETTY CASH TO GEN OP ACCT
CASHIER'S OVERAGES & SHORTAGES

30.00 01136 369810

CHECK 332711 TOTAL: 34.01

332712 04/11/2013 PRD
Invoice: 2013-06

460 CITY OF BI - PETTY C

183130 2013-06

02/20/2013

04/07/13

24.62

POL/SHADOW BOX GIFT/K9 815
PD-C/E-ADM-SUPPLIES

24.62 51011211 531100

183131 2013-07

03/18/2013

04/07/13

20.00

Invoice: 2013-07

POL/WFPCC FEE/TOWN HALL 4-11
PD-C/E-ADM-PROF SVCS

20.00 51011211 541100

183132 2013-08

03/25/2013

04/07/13

26.30

Invoice: 2013-08

POL/FERRY FARE EVIDENCE AUDITOR
PD-C/E-ADM-PROF SVCS

26.30 51011211 541100

CHECK 332712 TOTAL: 70.92

332713 04/11/2013 PRD
Invoice: 72993MAR13

6920 COMCAST

183129 72993MAR13

03/20/2013

04/07/13

11.32

POL/XFINITY HD CONVERTER BOX
PD-C/E-ADMIN RENTS/LEASE

11.32 51011211 545000

CHECK 332713 TOTAL: 11.32

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CASH ACCOUNT: 635 111100 CASH

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

332714	04/11/2013	PRTD	6642 COMMUNITY SOLAR SOLU	183085	03/20/13	03/20/2013		04/07/13	155.31
						EX/MAR SOLAR NET METERING			
Invoice: 03/20/13					155.31	91011189	54500000627	CH SOLAR-NET METERING PYMTS	

CHECK	332714	TOTAL:	155.31
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332715	04/11/2013	PRTD	7166 COOK TELECOM, INC	183305	9016842	04/01/2013		04/07/13	72.95
						PW/APR13 PAGING SERVICE			
Invoice: 9016842					72.95	73637891	542100	O&M - ALLOC FACIL TELEPHONE	

CHECK	332715	TOTAL:	72.95
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332716	04/11/2013	PRTD	152 DAILY JOURNAL OF COM	183086	3273155	03/27/2013		04/07/13	102.60
						ENG/AD-MAD AV WATER MAIN			
Invoice: 3273155					102.60	72413434	64950000606	MAD WATER MAIN UPG-COPIES	

CHECK	332716	TOTAL:	102.60
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332717	04/11/2013	PRTD	4975 DAY WIRELESS SYSTEMS	183133	330468	03/27/2013		04/07/13	92.32
						POL/RADAR RECAL/UNIT 13			
Invoice: 330468					92.32	53011212	548100	POLICE - C/E PATROL MAINTENANC	

183134	330469	03/27/2013	04/07/13	81.46
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Invoice: 330469						POL/RADAR RECAL/UNIT 18			
					81.46	53011212	548100	POLICE - C/E PATROL MAINTENANC	

183135	330470	03/27/2013	04/07/13	81.46
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Invoice: 330470						POL/RADAR RECAL/UNIT 19			
					81.46	53011212	548100	POLICE - C/E PATROL MAINTENANC	

183136	330471	03/27/2013	04/07/13	81.46
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Invoice: 330471						POL/RADAR RECAL/UNIT 20			
					81.46	53011212	548100	POLICE - C/E PATROL MAINTENANC	

183137	330472	03/27/2013	04/07/13	81.46
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Invoice: 330472						POL/RADAR RECAL/UNIT 21			
					81.46	53011212	548100	POLICE - C/E PATROL MAINTENANC	

183138	330473	03/27/2013	04/07/13	81.46
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Invoice: 330473						POL/RADAR RECAL/UNIT 23			
					81.46	53011212	548100	POLICE - C/E PATROL MAINTENANC	

183139	330474	03/27/2013	04/07/13	81.46
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Invoice: 330474						POL/RADAR RECAL/UNIT 24			
					81.46	53011212	548100	POLICE - C/E PATROL MAINTENANC	

183140	330475	03/27/2013	04/07/13	81.46
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Invoice: 330475						POL/RADAR RECAL/UNIT 28			
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lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 8
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CASH ACCOUNT: 635 111100 CASH

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

				81.46	53011212 548100			POLICE - C/E PATROL MAINTENANC	
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Invoice: 330476

183141	330476					03/27/2013		04/07/13	81.46
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POL/RADAR RECAL/UNIT 30

				81.46	53011212 548100			POLICE - C/E PATROL MAINTENANC	
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Invoice: 330477

183142	330477					03/27/2013		04/07/13	81.46
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POL/RADAR RECAL/UNIT 31

				81.46	53011212 548100			POLICE - C/E PATROL MAINTENANC	
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Invoice: 330478

183143	330478					03/27/2013		04/07/13	81.46
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POL/RADAR RECAL/UNIT 33

				81.46	53011212 548100			POLICE - C/E PATROL MAINTENANC	
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						CHECK	332717	TOTAL:	906.92
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332718 04/11/2013 PRD 7591 DICKERSON, LARRY
Invoice: 04/01/13

183144	04/01/13					04/01/2013		04/07/13	600.00
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POL/HOUSING ALLOWANCE THRU 5/10/13

600.00	51011211 541100					PD-C/E-ADM-PROF SVCS			
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						CHECK	332718	TOTAL:	600.00
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332719 04/11/2013 PRD 216 FEDERAL EXPRESS CORP
Invoice: 2-216-30095

183198	2-216-30095					03/22/2013		04/07/13	25.55
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HR/OVERNIGHT TO L&I

25.55	91011189 542500					GG-C/E-CITY HALL-POSTAGE			
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						CHECK	332719	TOTAL:	25.55
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332720 04/11/2013 PRD 6940 FREMONT ANALYTICAL
Invoice: 1303065

183087	1303065					03/15/2013 21300012		04/07/13	600.00
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ANALYTICAL SERVICES

600.00	72431832 54110000445					NPDES PERMIT-PRO SVCS			
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Invoice: 1303079

183088	1303079					03/15/2013 21300012		04/07/13	300.00
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ANALYTICAL SERVICES

300.00	72431832 54110000445					NPDES PERMIT-PRO SVCS			
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						CHECK	332720	TOTAL:	900.00
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332721 04/11/2013 PRD 231 GALLS, AN ARAMARK CO
Invoice: 000472232

183145	000472232					03/15/2013		04/07/13	16.98
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POL/NAMEPLATE BRASS/816

16.98	53011212 531100					PD-C/E-PATROL SUPPLIES			
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						CHECK	332721	TOTAL:	16.98
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332722 04/11/2013 PRD 513 GRAINGER
Invoice: 9095310786

183109	9095310786					03/19/2013		04/07/13	230.02
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PW/WWTP FUSE X 10

230.02	73425358 531100					O&M-WWTP-SUPPLIES			
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PG 9
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CASH ACCOUNT: 635 111100 CASH

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

					CHECK	332722 TOTAL:	230.02			
332723	04/11/2013	PRTD	502 HD SUPPLY WATERWORKS	183090	6299501	03/07/2013		04/07/13	1,586.10	
Invoice: 6299501						PW/FIRE HOSES X 7				
					1,586.10	73411345	531100	OFFICE SUPPLIES		
Invoice: 6390971					183111	6390971		03/22/2013	04/07/13	149.78
								PW/MISC PLUMBING SUPPLIES		
					149.78	73411345	531100	OFFICE SUPPLIES		
Invoice: 6410714					183306	6410714		03/25/2013	04/07/13	16.65
								PW/PLUMBING SUPPLIES		
					16.65	73411345	531100	OFFICE SUPPLIES		
					CHECK	332723 TOTAL:	1,752.53			
332724	04/11/2013	PRTD	7180 HELPLINE HOUSE	183199	03/31/13	03/31/2013	21300036	04/07/13	54,858.31	
Invoice: 03/31/13								FUNDS FOR SOCIAL SERVICES		
					54,858.31	31017512	54110000297	EXEC - HHHS WELFARE PROF SVCS		
					CHECK	332724 TOTAL:	54,858.31			
332725	04/11/2013	PRTD	4850 HOME DEPOT CREDIT SE	183307	03/29/13	03/29/2013		04/07/13	146.52	
Invoice: 03/29/13								PW/SOD/TOP SOIL/HOLE DIGGER		
					146.52	73011183	531100	O&M-C/E-CH FAC-SUPPLIES		
					CHECK	332725 TOTAL:	146.52			
332726	04/11/2013	PRTD	268 HOUSING RESOURCES BO	183279	138-2013	04/01/2013	21300011	04/07/13	750.00	
Invoice: 138-2013								ISLANDER MOB-HOME ASSOC FEE		
					750.00	31180592	54130400297	HRB-IMHP SPACE RENT DEFAULT		
					CHECK	332726 TOTAL:	750.00			
332727	04/11/2013	PRTD	6857 INGERSOLL RAND COMPA	183091	21986365	03/15/2013		04/07/13	120.35	
Invoice: 21986365								PW/VENT FRAME/FILTER/HEAD		
					120.35	73425358	531100	O&M-WWTP-SUPPLIES		
					CHECK	332727 TOTAL:	120.35			
332728	04/11/2013	PRTD	2306 KITSAP COUNTY PROSEC	183260	2013-APR	04/01/2013	21300022	04/07/13	7,801.33	
Invoice: 2013-APR								2013 PROSECUTION SERVICES		
					7,801.33	32011521	541112	LGL-CRIMINA-OUTSIDE PROSECUTOR		

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PG 10
apcshdsb

CASH ACCOUNT: 635 111100 CASH

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

									CHECK 332728 TOTAL:	7,801.33
332729	04/11/2013	PRTD	1496 KITSAP COUNTY SEWER	183093	20036-BLAKELY	03/21/2013	21300032	04/07/13	700.00	
Invoice: 20036-BLAKELY					MAR2013/14 BLAKELY					
				700.00	73426356 551000	SIS-SD#7 PROCESSING CHGS				
				183094	20036-LYNWOOD	03/21/2013	21300032	04/07/13	2,795.00	
Invoice: 20036-LYNWOOD					MAR2013/61.8 LYNWOOD CTR					
				2,795.00	73426356 551000	SIS-SD#7 PROCESSING CHGS				
				183095	20036-BLOSSOM HILL	03/21/2013	21300032	04/07/13	985.00	
Invoice: 20036-BLOSSOM HILL					MAR2013/BLOSSOM HILL					
				985.00	73426356 551000	SIS-SD#7 PROCESSING CHGS				
				183096	20036-SIS	03/21/2013	21300032	04/07/13	8,500.00	
Invoice: 20036-SIS					MAR2013/167 SIS					
				8,500.00	73426356 551000	SIS-SD#7 PROCESSING CHGS				
									CHECK 332729 TOTAL:	12,980.00
332730	04/11/2013	PRTD	339 KITSAP COUNTY - CENC	183146	BIPD2013-04	03/21/2013		04/07/13	7,626.50	
Invoice: BIPD2013-04					POL/APR2013 CENCOM SERVICE					
				5,338.55	53011286 551000	POLICE - C/E PATROL CENCOM				
				2,287.95	52011286 551000	POLICE - C/E - INVEST CENCOM				
									CHECK 332730 TOTAL:	7,626.50
332731	04/11/2013	PRTD	1505 KITSAP COUNTY TREASU	183097	03/21/13	03/21/2013		04/07/13	92.15	
Invoice: 03/21/13					FEB13 OUT COURT REMIT					
				92.15	41612860 586000	CRIME VICTIMS-OUT				
									CHECK 332731 TOTAL:	92.15
332732	04/11/2013	PRTD	4198 KENT D BRUCE COMPANY	183082	2013-10	03/18/2013		04/07/13	65.16	
Invoice: 2013-10					PW/LEV SWTCH ASSY-POL VEH118					
				65.16	53011212 548100	POLICE - C/E PATROL MAINTENANC				
									CHECK 332732 TOTAL:	65.16
332733	04/11/2013	PRTD	309 KITSAP TIRE CENTER I	183308	182272	03/29/2013		04/07/13	19.49	
Invoice: 182272					PW/REPAIR FLAT					
				19.49	73411345 548100	REPAIRS & MAINTENANCE				
									CHECK 332733 TOTAL:	19.49

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CASH ACCOUNT: 635 111100 CASH

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

332734	04/11/2013	PRTD	7526 MADRONE VILLAGE OWNE	183200	04/01/13	04/01/2013		04/07/13	1,839.84
Invoice: 04/01/13						FIN/REFUND SWWM FEES-'09-'11			
				1,839.84	43134	343830	STORM DRAINAGE FEES		

CHECK 332734 TOTAL: 1,839.84

332735	04/11/2013	PRTD	6454 MAP LTD	183098	27099	03/20/2013		04/07/13	1,223.75
Invoice: 27099						ENG/TOPOG SURVY WRK PLN REVS			
				1,223.75	72433438	64110000599	LYNWOOD OUTFALL-ENG/DESIGN		

CHECK 332735 TOTAL: 1,223.75

332736	04/11/2013	PRTD	163 DENNIS MARTIN	183147	03/28/13	03/28/2013		04/07/13	457.46
Invoice: 03/28/13						POL/MEDICAL REIMBURSEMENT			
				457.46	91029211	521500	POLICE - INS ADD MEDICAL COSTS		

CHECK 332736 TOTAL: 457.46

332737	04/11/2013	PRTD	2574 NATIONAL BARRICADE C	183099	246059	03/10/2013		04/07/13	346.53
Invoice: 246059						PW/ALUM SIGNS X 16			
				346.53	73111264	548100	O&M-STREET-TRAF CONTROL-R&M		

				183100	246143	03/19/2013		04/07/13	366.79
Invoice: 246143						PW/AUM STOP SIGNS X 7			
				366.79	73111264	548100	O&M-STREET-TRAF CONTROL-R&M		

				183101	245961	02/28/2013		04/07/13	167.60
Invoice: 245961						PW/WWTP ALUM BLANK SIGNS X 12			
				167.60	73425358	548100	O&M-WWTP-REPAIRS		

				183309	246317	03/29/2013		04/07/13	664.50
Invoice: 246317						PW/FLEX GUIDE POSTS X 25			
				664.50	73111264	531100	O&M-STREET-TRAF CONTROL-SUPPLY		

CHECK 332737 TOTAL: 1,545.42

332738	04/11/2013	PRTD	2430 OGDEN MURPHY WALLACE	183164	703937	02/28/2013		04/07/13	1,316.38
Invoice: 703937						LEGAL/CITY HALL OFFICE HRS			
				1,316.38	32011152	54111000506	INSLEE BEST IN CITY HALL TIME		

				183165	703937A	02/28/2013		04/07/13	564.16
Invoice: 703937A						LEGAL/GENERAL WORK			
				564.16	32011152	54111000512	LEGAL-GENERAL WORK		

				183166	703937B	02/28/2013		04/07/13	208.95
Invoice: 703937B						LEGAL/WICKTOM/CAVE FAMILY			
				208.95	32011152	54111000325	WW-LEGAL (NON-CAP)		

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CASH ACCOUNT: 635 111100 CASH

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

Invoice: 703937C	183167	703937C	02/28/2013	04/07/13	1,462.64				
			LEGAL/NISHI/PCHB						
	1,462.64	32431152	54111100630	LITIGATION-NISHI APPEAL/PCHB					
Invoice: 703937D	183168	703937D	02/28/2013	04/07/13	125.37				
			LEGAL/ROCKAWAY PROJECT						
	125.37	32011510	64111000534	ROCKAWAY BEACH-LEGAL					
Invoice: 704374	183169	704374	03/20/2013	04/07/13	1,101.25				
			LEGAL/GERLACH						
	1,101.25	32011152	54111100566	GERLACH BUOY APPEAL-LITIGATION					
Invoice: 704374A	183170	704374A	03/20/2013	04/07/13	2,887.82				
			LEGAL/CITY HALL OFFICE HRS						
	2,887.82	32011152	54111000506	INSLEE BEST IN CITY HALL TIME					
Invoice: 704374B	183171	704374B	03/20/2013	04/07/13	1,662.69				
			LEGAL/COUNCIL MEETINGS						
	1,662.69	32011152	54111000511	LEGAL-CC MEETINGS & STUDY SESS					
Invoice: 704374C	183172	704374C	03/20/2013	04/07/13	1,159.50				
			LEGAL/GENERAL WORK						
	1,159.50	32011152	54111000512	LEGAL-GENERAL WORK					
Invoice: 704374D	183173	704374D	03/20/2013	04/07/13	492.24				
			LEGAL/MISC LAND USE ISSUES						
	492.24	32470152	541110	LGL-DEVELOP-CIVIL-OUTSIDE ATTY					
Invoice: 704374E	183174	704374E	03/20/2013	04/07/13	721.96				
			LEGAL/MISC BLDG ISSUES						
	721.96	32471152	541110	LGL-BLDG-CIVIL-OUTSIDE ATTY					
Invoice: 704374F	183175	704374F	03/20/2013	04/07/13	21.88				
			LEGAL/MISC SSWM ISSUES						
	21.88	32431152	541110	LGL-SSWM-CIVIL-OUTSIDE ATTY					
Invoice: 704374I	183176	704374I	03/20/2013	04/07/13	1,673.62				
			LEGAL/SMP ISSUES						
	1,673.62	32011152	54111000289	SMP-CIVIL LEGAL SVCS					
Invoice: 704374G	183177	704374G	03/20/2013	04/07/13	109.39				
			LEGAL/WCKTOM/CAVE FAMILY						
	109.39	32011152	54111000325	WW-LEGAL (NON-CAP)					
Invoice: 704374H	183178	704374H	03/20/2013	04/07/13	2,395.58				
			LEGAL/NISHI APPEAL/PCHB						
	2,395.58	32431152	54111100630	LITIGATION-NISHI APPEAL/PCHB					
Invoice: 704374J	183179	704374J	03/20/2013	04/07/13	185.96				
			LEGAL/KANE						
	185.96	32470152	541110	LGL-DEVELOP-CIVIL-OUTSIDE ATTY					

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CASH ACCOUNT: 635 111100 CASH
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INVOICE DTL DESC

Invoice: 704374K

183180 704374K 03/20/2013 04/07/13 131.26
LEGAL/SMP-PT MONROE
131.26 32011152 54111000289 SMP-CIVIL LEGAL SVCS

Invoice: 704374L

183181 704374L 03/20/2013 04/07/13 262.53
LEGAL/HIDDEN COVE RD END
262.53 32020152 54111100629 HIDDEN COVE RD END-LITIGATION

Invoice: 704374M

183182 704374M 03/20/2013 04/07/13 481.30
LEGAL/EHBM-PWTF LOAN
481.30 32423943 64111000471 BEACH MAIN REPL DES-LEGAL

Invoice: 704374N

183183 704374N 03/20/2013 04/07/13 1,476.73
LEGAL/LID 20 LATECOMER
1,476.73 32426152 541110 LGL-SO ISL SWR-LEGAL ADVICE

Invoice: 704374-O

183184 704374-O 03/20/2013 04/07/13 207.84
LEGAL/MCNABB
207.84 32011152 54111100184 MCNABB-LITIGATION-OUTSIDE ATTY

Invoice: 704374P

183185 704374P 03/20/2013 04/07/13 700.08
LEGAL/RADTKE/SVC ANIMALS
700.08 32011152 541110 LGL-C/E-CIVIL-GEN'L OUTSIDE AT

Invoice: 704374Q

183186 704374Q 03/20/2013 04/07/13 656.32
LEGAL/LEWIS-CODE ENFORCMNT
656.32 32431152 541110 LGL-SSWM-CIVIL-OUTSIDE ATTY

Invoice: 704374R

183187 704374R 03/20/2013 04/07/13 87.51
LEGAL/TBD ISSUES
87.51 32011152 54111000603 TRANS BENEFIT DIST COSTS-LEGAL

Invoice: 704374S

183188 704374S 03/20/2013 04/07/13 87.52
LEGAL/ROCKAWAY PROJECT
87.52 32011510 64111000534 ROCKAWAY BEACH-LEGAL

CHECK 332738 TOTAL: 20,180.48

332739 04/11/2013 PRD 4111 OLYMPIC SPRINGS INC
Invoice: 244560

183158 244560 03/31/2013 04/07/13 48.31
POL/PURIFIED WATER
48.31 51011215 531100 POLICE - C/E FACIL SUPPLIES

CHECK 332739 TOTAL: 48.31

332740 04/11/2013 PRD 1754 OTIS ELEVATOR COMPAN
Invoice: ST05151G413

183102 ST05151G413 03/20/2013 04/07/13 1,479.11
2013 CH 2Q ELEVATOR SERVICE
1,479.11 73011183 541100 O&M-C/E-CH FAC-PROF SVCS

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CASH ACCOUNT: 635 111100 CASH

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

				CHECK		332740	TOTAL:	1,479.11
332741	04/11/2013	PRTD	2623 POWER PLAN - OIB	183116	8431267	03/15/2013	04/07/13	675.11
Invoice: 8431267				675.11	73111427 531100	PW/GRADER EDGE X 4	OFFICE SUPPLIES	
				CHECK		332741	TOTAL:	675.11
332742	04/11/2013	PRTD	5977 PAPER PRODUCTS ETC	183112	501272	03/20/2013	04/07/13	219.65
Invoice: 501272				219.65	73637891 531100	PW/MISC OFFICE SUPPLIES	OFFICE SUPPLIES	
Invoice: 501310				183113	501310	03/27/2013	04/07/13	345.88
				123.17	61011581 531100	PCD/MISC OFFICE SUPPLIES	PCD - C/E ADMIN SUPPLIES	
				147.80	62471591 531100		BLDG - BLDG OFFICE SUPPLIES	
				74.91	63470588 531100		CUR - DEV DEV PLAN OFC SUPPLY	
				CHECK		332742	TOTAL:	565.53
332743	04/11/2013	PRTD	7705 PAUL GREENAWALT	183089	07/10/12	07/10/2012	04/07/13	749.94
Invoice: 07/10/12				749.94	65538 38600000370	PCD/REFUND GEO BLD17825SFR	GEO TECH 3RD PARTY REVIEWS	
				CHECK		332743	TOTAL:	749.94
332744	04/11/2013	PRTD	458 PENINSULA FIRE INC	183114	03142013BR9	03/14/2013	04/07/13	11.40
Invoice: 03142013BR9				11.40	73425358 531100	PW/WWTP FIRE EXTG HOOKS	O&M-WWTP-SUPPLIES	
				CHECK		332744	TOTAL:	11.40
332745	04/11/2013	PRTD	4887 PHOENIX ENVIRONMENTA	183201	2131260	03/18/2013	04/07/13	189.16
Invoice: 2131260				189.16	73638935 531100	PW/50/50 ANTIFREEZE X 24	OFFICE SUPPLIES	
				CHECK		332745	TOTAL:	189.16
332746	04/11/2013	PRTD	7153 PORT MADISON ENTERPR	183115	CS00027881	03/14/2013	04/07/13	200.00
Invoice: CS00027881				200.00	73011768 531100	PW/1/4" MINUS BASALT-WFP	O&M-C/E-PARKS-SUPPLIES	
				CHECK		332746	TOTAL:	200.00

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CASH ACCOUNT: 635 111100 CASH

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

332747	04/11/2013	PRTD	4112 PROTHMAN COMPANY	183117	2013-3802	03/05/2013	21300027	04/07/13	7,091.55
Invoice: 2013-3802						INTERIM PUBLIC SAFETY DIRECTOR			
				7,091.55	51011211 541100	PD-C/E-ADM-PROF SVCS			

				183207	2013-3822	03/19/2013	21300027	04/07/13	8,142.15
Invoice: 2013-3822						INTERIM PUBLIC SAFETY DIRECTOR			
				8,142.15	51011211 541100	PD-C/E-ADM-PROF SVCS			

CHECK	332747	TOTAL:	15,233.70
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332748	04/11/2013	PRTD	4698 PUBLIC SAFETY CENTER	183149	5403922	03/20/2013		04/07/13	259.98
Invoice: 5403922						POL/NITRILE EXAM GLOVES, L, XL			
				259.98	53011212 531100	PD-C/E-PATROL SUPPLIES			

CHECK	332748	TOTAL:	259.98
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332749	04/11/2013	PRTD	1205 PUGET SOUND ENERGY	183118	369MAR13	03/20/2013		04/07/13	3,953.20
Invoice: 369MAR13						520-330-112-1 CITY HALL			
				3,953.20	91011189 547100	GG-C/E-CITY HALL-ELECTRIC			

				183209	696MAR13	03/27/2013		04/07/13	10.28
Invoice: 696MAR13						BJUNE/WFP BOOTH EL PANEL			
				10.28	91011768 547100	GG-C/E-PARKS-ELECTRIC			

				183210	823MAR13	03/27/2013		04/07/13	10.28
Invoice: 823MAR13						BRIEN DRIVE N/BOOTH EL PANEL			
				10.28	91011768 547100	GG-C/E-PARKS-ELECTRIC			

				183211	640MAR13	03/27/2013		04/07/13	39.91
Invoice: 640MAR13						BRIEN DRIVE S/BOOTH EL PANEL			
				39.91	91011768 547100	GG-C/E-PARKS-ELECTRIC			

				183212	573MAR13	03/27/2013		04/07/13	12.23
Invoice: 573MAR13						COMMODORE/HS RESERVOIR			
				12.23	91411345 547100	GG-WTR-ELECTRIC			

				183213	093MAR13	03/27/2013		04/07/13	2,252.62
Invoice: 093MAR13						FLETCHER BAY WELL FIELD			
				2,252.62	91411345 547100	GG-WTR-ELECTRIC			

				183214	256MAR13	03/27/2013		04/07/13	373.55
Invoice: 256MAR13						SLS-8 HWY 305/HARBORVIEW			
				373.55	91421355 547100	GG-SWR-ELECTRIC			

				183215	291MAR13	03/27/2013		04/07/13	12.91
Invoice: 291MAR13						HEAD OF THE BAY WELL FIELD			
				12.91	91411345 547100	GG-WTR-ELECTRIC			

				183216	031MAR13	03/27/2013		04/07/13	107.82
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CASH ACCOUNT: 635 111100 CASH
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INVOICE DTL DESC

Invoice: 031MAR13	107.82	91421355	547100	SLS-6 LOVELL LOWER GG-SWR-ELECTRIC			
	183217	466MAR13		03/27/2013	04/07/13	10.28	
Invoice: 466MAR13	10.28	91111264	547100	MADISON/HS RAINBRINGER GG-STREET-TRAF CONTROL-UTILITY			
	183218	143MAR13		03/27/2013	04/07/13	13.22	
Invoice: 143MAR13	13.22	91111264	547100	REITAIN ROAD/WELCOME TO BI GG-STREET-TRAF CONTROL-UTILITY			
	183219	735MAR13		03/27/2013	04/07/13	45.90	
Invoice: 735MAR13	45.90	91011768	547100	SHANNON DRIVE/WFP DOCK GG-C/E-PARKS-ELECTRIC			
	183220	736MAR13		03/27/2013	04/07/13	47.97	
Invoice: 736MAR13	47.97	91011768	547100	SHANNON DRIVE/WFP RESTROOM GG-C/E-PARKS-ELECTRIC			
	183221	647MAR13		03/27/2013	04/07/13	22.82	
Invoice: 647MAR13	22.82	91111263	547100	STREET LIGHTS/TRAFFIC CONTROL GG-STRT-STREET LIGHTING-UTIL			
	183222	021MAR13		03/27/2013	04/07/13	81.22	
Invoice: 021MAR13	81.22	91421355	547100	SLS-3 TREATMENT PLANT GG-SWR-ELECTRIC			
	183223	710MAR13		03/27/2013	04/07/13	184.78	
Invoice: 710MAR13	184.78	91421355	547100	SLS-2 VILLAGE CENTER GG-SWR-ELECTRIC			
	183224	168MAR13		03/27/2013	04/07/13	44.54	
Invoice: 168MAR13	44.54	91011768	547100	WATERFRONT PARK GG-C/E-PARKS-ELECTRIC			
	183225	717MAR13		03/27/2013	04/07/13	318.43	
Invoice: 717MAR13	318.43	91011215	547100	POLICE STATION - METER ONE (ORIGINAL METER) GG-C/E-PD-ELECTRIC			
	183226	111MAR13		03/27/2013	04/07/13	464.50	
Invoice: 111MAR13	464.50	91011215	547100	POLICE STATION - METER TWO (NEW METER/BUILDING REM) GG-C/E-PD-ELECTRIC			
	183227	520-298MAR13		03/27/2013	04/07/13	260.35	
Invoice: 520-298MAR13	260.35	91421355	547100	SLS-5 WW/SUNDAY COVE GG-SWR-ELECTRIC			
	183228	797MAR13		03/27/2013	04/07/13	192.65	
Invoice: 797MAR13	192.65	91011255	547100	MUNICIPAL COURT - METER E3 - 10255 NE Valley Road GG-C/E-COURT BLDG-ELECTRIC			
	183229	182MAR13		03/27/2013	04/07/13	57.52	

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CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
INVOICE DTL DESC									
Invoice: 182	MAR13			57.52	91011255 547100			MUNICIPAL COURT - METER E6 - 10255 NE Valley Road GG-C/E-COURT BLDG-ELECTRIC	
Invoice: 520-374	MAR13			183230	520-374MAR13	03/27/2013		04/07/13	70.32
				70.32	91111264 547100			SIGNAL AT 108 OLYMPIC DRIVE SE GG-STREET-TRAF CONTROL-UTILITY	
Invoice: 973	MAR13			183231	973MAR13	03/27/2013		04/07/13	95.41
				95.41	91421355 547100			OC RESERVOIR LID17 PHASE 2 - 1100 Old Creosote Rd GG-SWR-ELECTRIC	
Invoice: 336	MAR13			183232	336MAR13	03/27/2013		04/07/13	124.54
				124.54	91421355 547100			SLS-9 ISLAND TERRACE - 1174 Ferncliff Avenue NE GG-SWR-ELECTRIC	
Invoice: 461	MAR13			183233	461MAR13	03/27/2013		04/07/13	6,071.43
				6,071.43	91425358 547100			WWTP - 1220 DONALD PLACE GG-WWTP-ELECTRIC	
Invoice: 040-581	MAR13			183234	040-581MAR13	03/27/2013		04/07/13	124.54
				124.54	91421355 547100			3900 HALLS HILL ROAD PUMP GG-SWR-ELECTRIC	
Invoice: 444	MAR13			183235	444MAR13	03/27/2013		04/07/13	722.85
				722.85	91011755 547100			BI COMMONS - 402 Bjune Drive GG-C/E-COMMONS-ELECTRIC	
Invoice: 446	MAR13			183236	446MAR13	03/27/2013		04/07/13	10.28
				10.28	91011768 547100			WATERFRONT PARK BOOTH - 402 Brien Drive GG-C/E-PARKS-ELECTRIC	
Invoice: 636	MAR13			183237	636MAR13	03/27/2013		04/07/13	79.27
				79.27	91421355 547100			SLS-7 WING POINT WAY - 4296 Wing Point Way GG-SWR-ELECTRIC	
Invoice: 206	MAR13			183238	206MAR13	03/27/2013		04/07/13	327.29
				327.29	91421355 547100			4586 POINT WHITE DRIVE NE GG-SWR-ELECTRIC	
Invoice: 040-751	MAR13			183239	040-751MAR13	03/27/2013		04/07/13	10.57
				10.57	91411345 547100			520 ERICKSEN AVENUE NE PRV-water system presure re GG-WTR-ELECTRIC	
Invoice: 828	MAR13			183240	828MAR13	03/27/2013		04/07/13	111.65
				111.65	91415345 547100			TAYLOR WELLS LID17 PHASE 1 - 6300 Taylor Avenue GG-ROCKAWAY BCH-UTILITIES	
Invoice: 247	MAR13			183241	247MAR13	03/27/2013		04/07/13	47.18
				47.18	91435838 547100			SSWM/DECANT FACILITY - 6400 Don Palmer Avenue NE GG-DECANT-ELECTRIC	
				183242	884MAR13	03/27/2013		04/07/13	58.78

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CASH ACCOUNT: 635 111100 CASH
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INVOICE DTL DESC

Invoice: 884MAR13	58.78 91421355 547100	SLS FERRY TERMINAL - 692 Klickitat Place NE GG-SWR-ELECTRIC			
	183243 520-136MAR13	03/27/2013 04/07/13	267.02		
Invoice: 520-136MAR13	267.02 91411345 547100	HOB BOOSTER PUMP/WELL - 7290 Wyatt Way GG-WTR-ELECTRIC			
	183244 900MAR13	03/27/2013 04/07/13	28.07		
Invoice: 900MAR13	28.07 91011897 547100	NE HIDDEN COVE - PASS THRU - 7315 Hidden Cove Road GG-C/E-O&M YARD FAC-ELECTRIC			
	183245 558MAR13	03/27/2013 04/07/13	2,103.62		
Invoice: 558MAR13	2,103.62 91011897 547100	7315 NE HIDDEN COVE ROAD GG-C/E-O&M YARD FAC-ELECTRIC			
	183246 058MAR13	03/27/2013 04/07/13	53.78		
Invoice: 058MAR13	53.78 91011897 547100	NE HIDDEN COVE - SHOP - 7315 Hidden Cove Road Shop GG-C/E-O&M YARD FAC-ELECTRIC			
	183247 040-714MAR13	03/27/2013 04/07/13	10.28		
Invoice: 040-714MAR13	10.28 91021182 547100	7573 FLETCHER BAY ROAD-OS property next to Johnson GG-OS-PROP MNGT-ELECTRIC			
	183248 831MAR13	03/27/2013 04/07/13	3,101.17		
Invoice: 831MAR13	3,101.17 91411345 547100	SANDS AVENUE NE WELL FIELD - 8499 Sands Avenue NE GG-WTR-ELECTRIC			
	183249 983MAR13	03/27/2013 04/07/13	31.72		
Invoice: 983MAR13	31.72 91111264 547100	MILLER ROAD NE BEACON - 8800 1/2 Miller Road GG-STREET-TRAF CONTROL-UTILITY			
	183250 888MAR13	03/27/2013 04/07/13	200.32		
Invoice: 888MAR13	200.32 91411345 547100	NE HIGH SCHOOL ROAD PUMP - 9330 NE HS Road GG-WTR-ELECTRIC			
	183251 067MAR13	03/27/2013 04/07/13	10.28		
Invoice: 067MAR13	10.28 91111263 547100	MADISON PARKING LOT GG-STRT-STREET LIGHTING-UTIL			
	183252 658MAR13	03/27/2013 04/07/13	57.31		
Invoice: 658MAR13	57.31 91421355 547100	SLS-4 IRENE/LOWER HAWLEY GG-SWR-ELECTRIC			
	183253 682-A-MAR13	03/27/2013 04/07/13	11.20		
Invoice: 682-A-MAR13	11.20 91111263 547100	MUNICIPAL PARKING LOT - MADISON/MADRONA GG-STRT-STREET LIGHTING-UTIL			
	183254 682-B-MAR13	03/27/2013 04/07/13	11.20		
Invoice: 682-B-MAR13	11.20 91111263 547100	MUNICIPAL PARKING LOT - MADISON/MADRONA GG-STRT-STREET LIGHTING-UTIL			
	183255 285MAR13	03/27/2013 04/07/13	226.79		

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|PG 19
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CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

INVOICE DTL DESC

Invoice: 285MAR13				SPS NORTHTOWN/SPORTSMAN			
	226.79	91421355	547100	GG-SWR-ELECTRIC			
	183256	520-330MAR13		03/27/2013	04/07/13	20.21	
Invoice: 520-330MAR13				210 WINSLOW WAY E IRRIGATION			
	20.21	91011768	547100	GG-C/E-PARKS-ELECTRIC			
				CHECK	332749 TOTAL:	22,504.06	
332750 04/11/2013 PRD	5645	THE RESULTS GROUP	183150	6157	03/21/2013	04/07/13	500.00
Invoice: 6157				POL/SERGEANTS ACADEMY/823			
	500.00	53011212	443410	POLICE - C/E PATROL TRAINING			
				CHECK	332750 TOTAL:	500.00	
332751 04/11/2013 PRD	5251	ROTARY CLUB OF BAINB	183203	03/21/13	03/21/2013	21300054	04/07/13
Invoice: 03/21/13				LTAC-WAYPOINT SIGNAGE/LIGHTING			10,000.00
	10,000.00	91140573	541106	GG-TOUR-PRO SVCS-CAP FUNDING			
				CHECK	332751 TOTAL:	10,000.00	
332752 04/11/2013 PRD	601	SOUND REPROGRAPHICS	183119	17428	03/15/2013	04/07/13	230.88
Invoice: 17428				ENG/BINDING/COVERS X 20			
	230.88	72413434	64950000606	MAD WATER MAIN UPG-COPIES			
	183202	17731		03/26/2013	04/07/13	63.15	
Invoice: 17731				ENG/BINDING/FOLDING/COVER			
	63.15	72011561	64950000626	SPORTSMAN NM IMPR-COPIES/PRNTG			
	183208	17521		03/21/2013	04/07/13	60.82	
Invoice: 17521				EX/16 FOAM CORE COMM MAPS			
	60.82	31011131	531100	EXEC - C/E SUPPLIES			
				CHECK	332752 TOTAL:	354.85	
332753 04/11/2013 PRD	2467	STAPLES CREDIT PLAN	183151	1471316001	03/15/2013	04/07/13	615.22
Invoice: 1471316001				POL/TONER, PENS, WIPES, HGHLTRS			
	615.22	51011211	531100	PD-C/E-ADM-SUPPLIES			
				CHECK	332753 TOTAL:	615.22	
332754 04/11/2013 PRD	7095	SUPERIOR SAW & SUPPL	183120	61701	03/19/2013	04/07/13	10.32
Invoice: 61701				PW/SHARPEN CHN SAW BLADES			
	10.32	73111427	548100	O&M-ACCESS RDSIDE R&M			

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CASH ACCOUNT: 635 111100 CASH

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

					CHECK	332754 TOTAL:	10.32		
332755	04/11/2013	PRTD	565 TACOMA SCREW PRODUCT	183121	30337869	03/13/2013		04/07/13	593.18
Invoice: 30337869					PW/SCREWS/COMM GLASS CLNR				
593.18 73638935 548100					O&M-STD ALLOCATION-REPAIRS				
Invoice: 10965552					PW/RETURN SAW BLADES				
-63.85 73638935 531100					OFFICE SUPPLIES				
					CHECK	332755 TOTAL:	529.33		
332756	04/11/2013	PRTD	5118 CARDNO TEC INC	183123	9898-011	02/22/2013	21200065	04/07/13	2,557.54
Invoice: 9898-011					WATER QUALITY AND FLOW MONITOR				
2,557.54 72431832 54110000445					NPDES PERMIT-PRO SVCS				
					CHECK	332756 TOTAL:	2,557.54		
332757	04/11/2013	PRTD	6714 TOSHIBA FINANCIAL SE	183152	224891671	03/22/2013		04/07/13	546.74
Invoice: 224891671					POL/3530C COPIER LEASE/PROP TAX				
546.74 51011211 545000					PD-C/E-ADMIN RENTS/LEASE				
Invoice: 224856823					PW/3530C COPIER LEASE/PROP TX				
630.00 73637891 545000					RENTS & LEASES - OPERATING				
					CHECK	332757 TOTAL:	1,176.74		
332758	04/11/2013	PRTD	558 TOWN & COUNTRY MARKE	183311	04/01/13	04/01/2013		04/07/13	11.69
Invoice: 04/01/13					PW/CLOROX ULTRA X 4				
11.69 73411345 531100					OFFICE SUPPLIES				
					CHECK	332758 TOTAL:	11.69		
332759	04/11/2013	PRTD	560 TWISS ANALYTICAL INC	183261	13-58029	03/07/2013		04/07/13	19.32
Invoice: 13-58029					PW/WATER/SEWER TESTING				
19.32 73011897 54110000391					LAB SVCS-PW YARD FAC				
Invoice: 13-58030					PW/WATER/SEWER TESTING				
19.32 73415345 54110000391					LAB SVCS-WATER ROCKAWAY				
Invoice: 13-58041					PW/WATER/SEWER TESTING				
41.40 73425358 54110000391					LAB & TESTING SVCS-WWTP				
183264 13-58156					03/13/2013 04/07/13 57.96				

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CASH ACCOUNT: 635 111100 CASH

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

Invoice: 13-58156

PW/WATER/SEWER TESTING

57.96 73411345 54110000391 LAB SVCS-WATER

183265 13-58233

03/15/2013

04/07/13

77.28

Invoice: 13-58233

PW/WATER/SEWER TESTING

77.28 73411345 54110000391 LAB SVCS-WATER

183266 13-58252

03/18/2013

04/07/13

41.40

Invoice: 13-58252

PW/FLUORIDE-WINSLOW

41.40 73411345 54110000391 LAB SVCS-WATER

183267 13-58253

03/18/2013

04/07/13

55.66

Invoice: 13-58253

PW/FLUORIDE/IRON/MAGANESE

55.66 73415345 54110000391 LAB SVCS-WATER ROCKAWAY

183268 13-58264

03/19/2013

04/07/13

1,676.24

Invoice: 13-58264

PW/TEST FOR METALS/HYDROCARB

1,676.24 73435838 54110000391 LAB SVCS-DECANT

183269 13-58273

03/20/2013

04/07/13

96.60

Invoice: 13-58273

PW/WTR/SWR TESTNG-WINSLOW

96.60 73411345 54110000391 LAB SVCS-WATER

183270 13-58291

03/21/2013

04/07/13

57.96

Invoice: 13-58291

PW/WTR/SWR TESTG-WINSLOW

57.96 73411345 54110000391 LAB SVCS-WATER

183271 13-58330

03/22/2013

04/07/13

96.60

Invoice: 13-58330

PW/WTR/SWR TESTG-WINSLOW

96.60 73411345 54110000391 LAB SVCS-WATER

183312 13-58448

03/28/2013

04/07/13

251.16

Invoice: 13-58448

PW/WINSLOW WATER TESTNG

251.16 73411345 54110000391 LAB SVCS-WATER

183313 13-58449

03/28/2013

04/07/13

77.28

Invoice: 13-58449

PW/WINSL WTR TESTING

77.28 73411345 54110000391 LAB SVCS-WATER

183314 13-58503

03/29/2013

04/07/13

57.96

Invoice: 13-58503

PW/WINSL WTR TESTING

57.96 73411345 54110000391 LAB SVCS-WATER

183315 13-58528

04/01/2013

04/07/13

32.20

Invoice: 13-58528

PW/WINSL WTR TESTING

32.20 73411345 54110000391 LAB SVCS-WATER

CHECK 332759 TOTAL: 2,658.34

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CASH ACCOUNT: 635 111100 CASH

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

332760	04/11/2013	PRTD	2190 UNITED PARCEL SERVIC	183153	28Y3Y1113	03/16/2013		04/07/13	57.18
Invoice: 28Y3Y1113									

57.18 91011215 542500

POL/SHIP TO VENDOR, TOX LAB
GG-C/E-PD-POSTAGE

183154 28Y3Y1123

11.66 91011215 542500

03/23/2013 04/07/13
POL/SHIP TO SECRET SERVICE
GG-C/E-PD-POSTAGE

Invoice: 28Y3Y1123

CHECK 332760 TOTAL: 68.84

332761	04/11/2013	PRTD	7687 US WATER SERVICES, I	183316	INV095668	03/29/2013		04/07/13	477.95
Invoice: INV095668									

477.95 73011183 531100

PW/WTR TREATING COMPOUND
O&M-C/E-CH FAC-SUPPLIES

CHECK 332761 TOTAL: 477.95

332762	04/11/2013	PRTD	1162 WASHINGTON AUDIOLOGY	183204	40736	03/19/2013		04/07/13	47.00
Invoice: 40736									

47.00 53011212 541100

POL/HEARING TEST
POLICE - C/E PATROL PROF SVCS

183205 40772

428.87 53011212 541100

489.63 73637891 541100

03/22/2013 04/07/13
POL/PW HEARING TESTS
POLICE - C/E PATROL PROF SVCS
PROFESSIONAL SERVICES

Invoice: 40772

183206 40773

340.00 73637891 541100

03/22/2013 04/07/13
PW/NOISE LEVEL SURVEY
PROFESSIONAL SERVICES

Invoice: 40773

CHECK 332762 TOTAL: 1,305.50

332763	04/11/2013	PRTD	518 WA ST CRIMINAL JUSTI	183155	2013-2055	03/29/2013		04/07/13	100.00
Invoice: 2013-2055									

100.00 53011212 443410

POL/FIREARMS INSTRUCTOR/820
POLICE - C/E PATROL TRAINING

CHECK 332763 TOTAL: 100.00

332764	04/11/2013	PRTD	123 WA ST DEPT OF LICENS	183274	03/29/13	03/29/2013		04/07/13	30.00
Invoice: 03/29/13									

30.00 71011321 549100

ENG/NOTARY APPLIC-JH
PWADM-C/E-DUES/SUBSCR/MEMBRSH

CHECK 332764 TOTAL: 30.00

332765	04/11/2013	PRTD	969 WA ST DEPT OF LICENS	183280	F155369	03/14/2013		04/07/13	18.00
Invoice: F155369									

18.00 41654860 586000

CPL/F155369/RENEWAL
GUN PERMIT OUT

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CASH ACCOUNT: 635 111100 CASH

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

Invoice: F155358	183281	F155358	03/18/2013	04/07/13	18.00
	18.00	41654860 586000	CPL/F155358/ORIGINAL + FBI GUN PERMIT OUT		
Invoice: F155368	183282	F155368	03/26/2013	04/07/13	18.00
	18.00	41654860 586000	CPL/F155368/ORIGINAL + FBI GUN PERMIT OUT		
Invoice: F155372	183283	F155372	03/22/2013	04/07/13	18.00
	18.00	41654860 586000	CPL/F155372/RENEWAL GUN PERMIT OUT		
Invoice: F101200	183284	F101200	03/28/2013	04/07/13	18.00
	18.00	41654860 586000	CPL/F101200/ORIGINAL + FBI GUN PERMIT OUT		
			CHECK	332765 TOTAL:	90.00
332766 04/11/2013 PRTD 952 WA ST PATROL	183275	I13007470	04/02/2013	04/07/13	214.50
Invoice: I13007470	214.50	41654861 586100	MAR13 CPL BACKGROUND CHECKS AGENCY DISBURSEMENTS		
			CHECK	332766 TOTAL:	214.50
332767 04/11/2013 PRTD 2251 WA ST TREASURER	183272	03/21/13-SBCC	03/21/2013	04/07/13	148.50
Invoice: 03/21/13-SBCC	148.50	41652860 586000	MAR13 BLDG SURCHARGE SBCC BLDG.-OUT		
Invoice: 03/21/13	183273	03/21/13	03/21/2013	04/07/13	6,323.15
	2,611.03	41611860 586000	OUT COURT REMIT PSEA 60% OUT		
	1,395.72	41610860 586000	PSEA 30% OUT		
	15.63	41619860 586000	PSEA 3 - STATE DISB OUT		
	628.84	41616860 586000	THEFT PRV&TR BRAIN INJ-OUT		
	122.94	41616860 586000	THEFT PRV&TR BRAIN INJ-OUT		
	1,147.27	41614860 586000	JUDICIAL INFO SYST.-OUT		
	6.91	41615860 586000	BREATH TEST-CUSTODIAL		
	39.18	41615860 586000	BREATH TEST-CUSTODIAL		
	316.36	41618860 586000	TRAUMA CARE-OUT		
	7.54	41618860 586000	TRAUMA CARE-OUT		
	4.75	41618860 586000	TRAUMA CARE-OUT		
	26.98	41618860 586000	TRAUMA CARE-OUT		
			CHECK	332767 TOTAL:	6,471.65
332768 04/11/2013 PRTD 4010 WA ASSOC OF SHERIFFS	183124	55970	03/18/2013	04/07/13	112.50
Invoice: 55970	112.50	21011232 545000	CRT/ELECTRONIC MONITRG SVC COURT-ELECT HOME DET'N-EQ RENT		

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CASH ACCOUNT: 635 111100 CASH

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

						CHECK	332768 TOTAL:	112.50
332769	04/11/2013	PRTD	6860 WCI	183276	130901876	04/01/2013	04/07/13	799.74
		Invoice: 130901876				MARI3 CITYWIDE PHONE SERVICE		
				799.74	41637891 542100	FIN - ALLOC TELEPHONE		
						CHECK	332769 TOTAL:	799.74
332770	04/11/2013	PRTD	5709 WEBCHECK INC	183317	4613	04/01/2013 21300033	04/07/13	240.00
		Invoice: 4613				ESCROW PAY OFF FOR UB		
				120.00	43411341 541100	FIN - WATER ADMIN PROF SERVICE		
				120.00	43421351 541100	FIN - SEWER ADMIN PROF SERVICE		
						CHECK	332770 TOTAL:	240.00
332771	04/11/2013	PRTD	7368 PREMIER MOTOR COMPAN	183277	75915	03/26/2013	04/07/13	277.93
		Invoice: 75915				PW/PULLY FANS X 2		
				138.97	73111427 531100	OFFICE SUPPLIES		
				138.96	73111423 531100	OFFICE SUPPLIES		
						CHECK	332771 TOTAL:	277.93
332772	04/11/2013	PRTD	499 WESTBAY AUTO PARTS I	183285	835293	03/14/2013	04/07/13	36.20
		Invoice: 835293				PW/CORE DEPOSIT-VEH4		
				36.20	73637941 531100	VACTOR R&M-SUPPLIES		
		Invoice: 836436				03/19/2013	04/07/13	26.90
				183286	836436	PW/OIL/AIR FILTERS		
				26.90	990 141100	MERCHANDISE		
		Invoice: 836771				03/20/2013	04/07/13	102.95
				183287	836771	PW/WIPER BLADE		
				102.95	990 141100	MERCHANDISE		
		Invoice: 836773				03/20/2013	04/07/13	42.22
				183288	836773	PW/OXYGEN SENS-CHEVY TRUCK		
				42.22	73011189 531100	O&M - C/E FACIL OFC SUPPLIES		
		Invoice: 836831				03/20/2013	04/07/13	19.39
				183289	836831	PW/OIL FILTR/MINIATR LAMP		
				19.39	990 141100	MERCHANDISE		
		Invoice: 837049				03/21/2013	04/07/13	42.80
				183290	837049	PW/OIL/AIR FILTERS		
				42.80	990 141100	MERCHANDISE		
				183291	837487	03/22/2013	04/07/13	25.68

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CASH ACCOUNT: 635 111100 CASH

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

Invoice: 837487

12.84	73111423	548100	PW/PINION SEAL-VEH48
12.84	73111427	548100	REPAIRS & MAINTENANCE
			O&M-ACCESS RDSIDE R&M

Invoice: 838051

183292	838051	03/25/2013	04/07/13	234.45
234.45	73638935	531100	PW/LUCAS GEAR OIL	
			OFFICE SUPPLIES	

Invoice: 838057

183293	838057	03/25/2013	04/07/13	63.57
31.79	73111427	531100	PW/BRAKE PADS-CHEVY TRUCK	
31.78	73111423	531100	OFFICE SUPPLIES	
			OFFICE SUPPLIES	

Invoice: 838242

183294	838242	03/25/2013	04/07/13	80.58
40.29	73111427	531100	PW/SERPENTINE BELT	
40.29	73111423	531100	OFFICE SUPPLIES	
			OFFICE SUPPLIES	

Invoice: 838852

183295	838852	03/27/2013	04/07/13	15.94
7.97	73111427	531100	PW/CURVED RADIATOR	
7.97	73111423	531100	OFFICE SUPPLIES	
			OFFICE SUPPLIES	

Invoice: 839123

183296	839123	03/28/2013	04/07/13	146.45
146.45	990	141100	PW/OIL/FUEL/FILTERS/ERASR	
			MERCHANDISE	

Invoice: 839124

183297	839124	03/28/2013	04/07/13	15.19
15.19	73638935	531100	PW/ERASER	
			OFFICE SUPPLIES	

Invoice: 839435

183318	839435	03/29/2013	04/07/13	35.60
17.80	73111427	531100	PW/V-BELT	
17.80	73111423	531100	OFFICE SUPPLIES	
			OFFICE SUPPLIES	

Invoice: 839436

183319	839436	03/29/2013	04/07/13	111.05
55.52	73111427	531100	PW/CLUTCH	
55.53	73111423	531100	OFFICE SUPPLIES	
			OFFICE SUPPLIES	

Invoice: 840183

183320	840183	04/01/2013	04/07/13	70.01
70.01	73411345	531100	PW/BRAKE PADS-VEH28	
			OFFICE SUPPLIES	

CHECK 332772 TOTAL: 1,068.98

332773	04/11/2013	PRTD	7655	MICHAEL F. WNEK, P.E	183278	570-1	03/21/2013	21200188	04/07/13	11,051.50

11,051.50 72433438 64110000616 HALLS HILL/BLAKELY CULVERT-DES

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

INVOICE DTL DESC

CHECK 332773 TOTAL: 11,051.50

332774 04/11/2013 PRTD 2607 ZEE MEDICAL SERVICE 183156 68231578 03/27/2013 04/07/13 50.99
Invoice: 68231578 POL/FIRST AID SUPPLY RESTOCK
50.99 51011215 531100 POLICE - C/E FACIL SUPPLIES

CHECK 332774 TOTAL: 50.99

NUMBER OF CHECKS 86 *** CASH ACCOUNT TOTAL *** 226,372.89

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	86	226,372.89

*** GRAND TOTAL *** 226,372.89

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JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER	JNL	SRC ACCOUNT	ACCOUNT DESC	T OB	DEBIT	CREDIT
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC	
2013 4 46						
APP 402-213000					ACCOUNTS PAYABLE	25,590.64
04/11/2013 04/07/13	041113				AP CASH DISBURSEMENTS JOURNAL	
APP 635-111100					CASH	226,372.89
04/11/2013 04/07/13	041113				AP CASH DISBURSEMENTS JOURNAL	
APP 101-213000					STREETS - ACCOUNTS PAYABLE	2,877.17
04/11/2013 04/07/13	041113				AP CASH DISBURSEMENTS JOURNAL	
APP 001-213000					GENERAL - ACCOUNTS PAYABLE	130,313.93
04/11/2013 04/07/13	041113				AP CASH DISBURSEMENTS JOURNAL	
APP 401-213000					ACCOUNTS PAYABLE	10,483.82
04/11/2013 04/07/13	041113				AP CASH DISBURSEMENTS JOURNAL	
APP 407-213000					ACCOUNTS PAYABLE	2,089.27
04/11/2013 04/07/13	041113				AP CASH DISBURSEMENTS JOURNAL	
APP 901-213000					ACCOUNTS PAYABLE	622.86
04/11/2013 04/07/13	041113				AP CASH DISBURSEMENTS JOURNAL	
APP 631-213000					ACCOUNTS PAYABLE	10,286.25
04/11/2013 04/07/13	041113				AP CASH DISBURSEMENTS JOURNAL	
APP 403-213000					ACCOUNTS PAYABLE	24,865.71
04/11/2013 04/07/13	041113				AP CASH DISBURSEMENTS JOURNAL	
APP 104-213000					CIVIC IMPR - ACCOUNTS PAYABLE	10,875.00
04/11/2013 04/07/13	041113				AP CASH DISBURSEMENTS JOURNAL	
APP 108-213000					AFFORD HSG - ACCOUNTS PAYABLE	750.00
04/11/2013 04/07/13	041113				AP CASH DISBURSEMENTS JOURNAL	
APP 650-213000					ACCOUNTS PAYABLE	7,618.24
04/11/2013 04/07/13	041113				AP CASH DISBURSEMENTS JOURNAL	
					GENERAL LEDGER TOTAL	226,372.89 226,372.89
APP 631-130000					DUE TO/FROM CLEARING	216,086.64
04/11/2013 04/07/13	041113					
APP 402-130000					DUE TO/FROM CLEARING	25,590.64
04/11/2013 04/07/13	041113					
APP 101-130000					STREETS - DUE TO/FROM CLEARING	2,877.17
04/11/2013 04/07/13	041113					
APP 001-130000					GENERAL - DUE TO/FROM CLEARING	130,313.93
04/11/2013 04/07/13	041113					
APP 401-130000					DUE TO/FROM CLEARING	10,483.82
04/11/2013 04/07/13	041113					
APP 407-130000					DUE TO/FROM CLEARING	2,089.27
04/11/2013 04/07/13	041113					
APP 901-130000					DUE TO/FROM CLEARING	622.86
04/11/2013 04/07/13	041113					
APP 403-130000					DUE TO/FROM CLEARING	24,865.71
04/11/2013 04/07/13	041113					
APP 104-130000					CIVIC IMPR DUE TO/FROM CLEAR'G	10,875.00
04/11/2013 04/07/13	041113					
APP 108-130000					AFFORD HSG DUE TO/FROM CLEAR'G	750.00

04/04/2013 13:52 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 28
apcshdsb

JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
04/11/2013	04/07/13	041113							
APP 650-130000						DUE TO/FROM CLEARING			7,618.24
04/11/2013	04/07/13	041113							
						SYSTEM GENERATED ENTRIES TOTAL		216,086.64	216,086.64
						JOURNAL 2013/04/46	TOTAL	442,459.53	442,459.53

04/04/2013 13:52 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

|PG 29
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT			ACCOUNT DESCRIPTION		
001 GENERAL FUND	2013 4	46	04/11/2013		
001-130000			GENERAL - DUE TO/FROM CLEARING		130,313.93
001-213000			GENERAL - ACCOUNTS PAYABLE	130,313.93	
			FUND TOTAL	130,313.93	130,313.93
101 STREET FUND	2013 4	46	04/11/2013		
101-130000			STREETS - DUE TO/FROM CLEARING		2,877.17
101-213000			STREETS - ACCOUNTS PAYABLE	2,877.17	
			FUND TOTAL	2,877.17	2,877.17
104 CIVIC IMPROVEMENT FUND	2013 4	46	04/11/2013		
104-130000			CIVIC IMPR DUE TO/FROM CLEAR'G		10,875.00
104-213000			CIVIC IMPR - ACCOUNTS PAYABLE	10,875.00	
			FUND TOTAL	10,875.00	10,875.00
108 AFFORDABLE HOUSING FUND	2013 4	46	04/11/2013		
108-130000			AFFORD HSG DUE TO/FROM CLEAR'G		750.00
108-213000			AFFORD HSG - ACCOUNTS PAYABLE	750.00	
			FUND TOTAL	750.00	750.00
401 WATER OPERATING FUND	2013 4	46	04/11/2013		
401-130000			DUE TO/FROM CLEARING		10,483.82
401-213000			ACCOUNTS PAYABLE	10,483.82	
			FUND TOTAL	10,483.82	10,483.82
402 SEWER OPERATING FUND	2013 4	46	04/11/2013		
402-130000			DUE TO/FROM CLEARING		25,590.64
402-213000			ACCOUNTS PAYABLE	25,590.64	
			FUND TOTAL	25,590.64	25,590.64
403 STORM & SURFACE WATER FUND	2013 4	46	04/11/2013		
403-130000			DUE TO/FROM CLEARING		24,865.71
403-213000			ACCOUNTS PAYABLE	24,865.71	
			FUND TOTAL	24,865.71	24,865.71
407 BUILDING & DEVELOPMENT FUND	2013 4	46	04/11/2013		
407-130000			DUE TO/FROM CLEARING		2,089.27
407-213000			ACCOUNTS PAYABLE	2,089.27	
			FUND TOTAL	2,089.27	2,089.27
631 CLEARING FUND	2013 4	46	04/11/2013		

04/04/2013 13:52
lsteinberg

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

PG 30
apcshdsb

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
631-130000				DUE TO/FROM CLEARING	216,086.64	
631-213000				ACCOUNTS PAYABLE	10,286.25	
635-111100				CASH		226,372.89
				FUND TOTAL	226,372.89	226,372.89
650 AGENCY FUND	2013 4	46	04/11/2013			
650-130000				DUE TO/FROM CLEARING		7,618.24
650-213000				ACCOUNTS PAYABLE	7,618.24	
				FUND TOTAL	7,618.24	7,618.24
901 GENERAL LONG TERM DEBT	2013 4	46	04/11/2013			
901-130000				DUE TO/FROM CLEARING		622.86
901-213000				ACCOUNTS PAYABLE	622.86	
				FUND TOTAL	622.86	622.86

04/04/2013 13:52 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 31
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
631 CLEARING FUND	216,086.64	
402 SEWER OPERATING FUND		25,590.64
101 STREET FUND		2,877.17
001 GENERAL FUND		130,313.93
401 WATER OPERATING FUND		10,483.82
407 BUILDING & DEVELOPMENT FUND		2,089.27
901 GENERAL LONG TERM DEBT		622.86
403 STORM & SURFACE WATER FUND		24,865.71
104 CIVIC IMPROVEMENT FUND		10,875.00
108 AFFORDABLE HOUSING FUND		750.00
650 AGENCY FUND		7,618.24
TOTAL	216,086.64	216,086.64

** END OF REPORT - Generated by Linda Steinberg **

Ret pd

04/02/2013 13:48 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

| PG 1
|apcshdsb

CASH ACCOUNT: 628 111100 CASH-RETAINAGE

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

INVOICE DTL DESC

100 04/01/2013 PRD 1410 DOOLITTLE HOLDINGS I 183103 RETREL-222A 04/01/2013 RT040113 15,164.87
Invoice: RETREL-222A RET REL ISL WIDE CHIP SEAL
15,164.87 41628860 586000 RETAINAGE RELEASE

CHECK 100 TOTAL: 15,164.87

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 15,164.87

COUNT AMOUNT

TOTAL PRINTED CHECKS 1 15,164.87

*** GRAND TOTAL *** 15,164.87

04/02/2013 13:48 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 2
apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2013 4 15									
APP 622-213000						ACCOUNTS PAYABLE		15,164.87	
04/01/2013	RT040113	040113				AP CASH DISBURSEMENTS JOURNAL			
APP 628-111100						CASH-RETAINAGE			15,164.87
04/01/2013	RT040113	040113				AP CASH DISBURSEMENTS JOURNAL			
						JOURNAL 2013/04/15	TOTAL	15,164.87	15,164.87

04/02/2013 13:48
lsteinberg

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

PG 3
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
622 EXPENDABLE TRUST FUND	2013 4	15	04/01/2013			
622-213000				ACCOUNTS PAYABLE	15,164.87	
628-111100				CASH-RETAINAGE		15,164.87
				FUND TOTAL	15,164.87	15,164.87

** END OF REPORT - Generated by Linda Steinberg **

Ret Rel

03/25/2013 14:32 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

|PG 1
|apcshdsb

CASH ACCOUNT: 628 111100 CASH-RETAINAGE
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

INVOICE DTL DESC

99	03/25/2013	PRTD	6577 LAKESIDE INDUSTRIES	183049	RETREL604	03/25/2013	RT032513	1,799.90
Invoice: RETREL604						RET REL MAD AV-NEW BRKLN REPR		
1,799.90 41628860 586000						RETAINAGE RELEASE		

CHECK 99 TOTAL: 1,799.90

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 1,799.90

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	1,799.90

*** GRAND TOTAL *** 1,799.90

03/25/2013 14:32 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

|PG 2
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2013 3	338								
APP 622-213000						ACCOUNTS PAYABLE		1,799.90	
03/25/2013	RT032513	032513				AP CASH DISBURSEMENTS JOURNAL			
APP 628-111100						CASH-RETAINAGE			1,799.90
03/25/2013	RT032513	032513				AP CASH DISBURSEMENTS JOURNAL			
JOURNAL 2013/03/338							TOTAL	1,799.90	1,799.90

03/25/2013 14:32
lsteinberg

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

PG 3
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
622 EXPENDABLE TRUST FUND	2013	3	338	03/25/2013			
622-213000					ACCOUNTS PAYABLE	1,799.90	
628-111100					CASH-RETAINAGE		1,799.90
					FUND TOTAL	1,799.90	1,799.90

** END OF REPORT - Generated by Linda Steinberg **

PAYROLL

PAYROLL CHECK RUN: 4 - 5 - 2013

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	4/5/2013	027488 - 027594	P/R check run - Direct Deposit	212,874.64
Normal	4/5/2013	106152 - 106154	P/R check run - Regular	6,470.19
Vendor	4/5/2013	106155 - 106169	P/R Vendor check run	223,240.04
EFTPS	4/5/2013		Federal Tax Electronic Transfer	87,047.58
			TOTAL:	529,632.45

Prepared and Reviewed by:

Aimee Lively

Date

4.3.13

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

Karl R Shaw, Accounting Manager

Date

4-3-2013

ITEMS DISCUSSED

1. EXECUTIVE SESSION: PROPERTY DISPOSITION (RCW 42.30.110(1)(c)), COLLECTIVE BARGAINING NEGOTIATIONS, ISSUES, OR PROCEEDINGS (RCW 42.30.140) , CURRENT AND POTENTIAL LITIGATION (RCW 42.30.110(1)(i))
2. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
3. ACCEPTANCE OR MODIFICATION OF AGENDA / CONFLICT OF INTEREST DISCLOSURE
4. PUBLIC COMMENT
5. ORDINANCES 2ND READING: ORDINANCE NO. 2013-03, BUSINESS LICENSES FOR NON-PROFITS, AB 13-020 – PLANNING
6. UNFINISHED BUSINESS: KITSAP CONSERVATION DISTRICT INTERLOCAL AGREEMENT UPDATE – EXECUTIVE
7. CONSENT AGENDA
 - A. ACCOUNTS PAYABLE VOUCHER AND PAYROLL APPROVAL
 - B. REGULAR BUSINESS MEETING MINUTES, FEBRUARY 13, 2013
 - C. SPECIAL STUDY SESSION/RETREAT MEETING MINUTES, FEBRUARY 20, 2013
 - D. SPECIAL/REGULAR BUSINESS MEETING MINUTES, FEBRUARY 27, 2013
 - E. RESOLUTION NO. 2013-06, SURPLUS VEHICLES AND EQUIPMENT – PUBLIC WORKS
8. REGIONAL COMMITTEE REPORTS
9. REVIEW OF UPCOMING COUNCIL MEETING AGENDAS
10. FOR THE GOOD OF THE ORDER
13. RECESS [ADDED]
11. STUDY SESSION: SHORELINE MASTER PROGRAM – OUTSTANDING ISSUES – PLANNING
14. RECESS [ADDED]
15. STUDY SESSION: SHORELINE MASTER PROGRAM – OUTSTANDING ISSUES – PLANNING (CONT'D)
12. ADJOURNMENT

1. EXECUTIVE SESSION: PROPERTY DISPOSITION (RCW 42.30.110(1)(c)), COLLECTIVE BARGAINING NEGOTIATIONS, ISSUES, OR PROCEEDINGS (RCW 42.30.140) , CURRENT AND POTENTIAL LITIGATION (RCW 42.30.110(1)(i)) 6:00:44 PM

Mayor Bonkowski called the meeting to order at 6:00 PM then immediately adjourned to executive session to discuss property disposition, collective bargaining negotiations, issues, or proceedings and current and potential litigation. The recording system was turned off and the door to Council Chambers was posted.

2. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE 7:03:58 PM

Mayor Bonkowski reconvened the meeting at 7:04 pm. He indicated no decisions were made during executive session. A quorum was present consisting of Councilmembers Blair, Blossom, Hytopoulos, Lester, Ward, and Mayor Bonkowski. Councilmember Scales arrived at 8:02 pm. City Clerk Lassoff monitored the recording of the meeting and prepared the minutes.

3. ACCEPTANCE OR MODIFICATION OF AGENDA / CONFLICT OF INTEREST DISCLOSURE 7:04:58 PM

Councilmember Ward pulled consent agenda item A.

MOTION: *I move to accept the agenda as amended.*

LESTER/BLAIR – *The motion carried unanimously, 6-0.*

Everyone stood for the Pledge of Allegiance. There were no conflicts of interest disclosed.

4. PUBLIC COMMENT 7:05:56 PM

Council briefly discussed how to proceed given the number of citizen present for the SMP discussion.

7:12:22 PM Darrel McNabb, 4200 Eagle Harbor Drive, B.I. Marina owner, said he received a corrected boundary map from the county showing the correct shoreline designation for his property. He asked for Council support in asking the staff to make the correction before going further in designating his property as anything other than urban aquatic.

7:14:00 PM Joe Honick, 9549 Olympus Beach Road, suggested the SMP discussion be moved up on the agenda given the number of citizens wanting to comment.

SPECIAL/REGULAR BUSINESS MEETING
MARCH 13, 2013

7:15:24 PM Dennis Reynolds, commented on a Councilmember's guest editorial in the Bainbridge Review.

7:18:55 PM Tom Golan, Sand Spit resident, asked the City Manager to look into the SMP advisory group process. He commented on an ethics compliant he recently filed.

7:22:49 PM Gary Tripp requested that SMP testimony be taken now rather than later in the meeting as scheduled.

5. ORDINANCES 2ND READING: ORDINANCE NO. 2013-03, BUSINESS LICENSES FOR NON-PROFITS, AB 13-020 – PLANNING 7:24:26 PM

Planning Director Cook introduced the ordinance which would require business license for non-profits with no fee attached.

7:25:31 PM Lisa Horn, West Sound Wildlife Shelter, asked the City to provide more information to non-profits on the reason behind the change. Planning Director Cook briefly explained the proposed changes and public outreach piece.

7:28:21 PM **MOTION:** *I move that the City Council approve Ordinance No. 2013-03 relating to business licenses for non-profit organizations.*

BLAIR/WARD – *The motion carried unanimously, 6-0.*

6. UNFINISHED BUSINESS: KITSAP CONSERVATION DISTRICT INTERLOCAL AGREEMENT UPDATE – EXECUTIVE 7:28:48 PM

Deputy City Manager Smith gave a brief overview. It was decided the topic be discussed at a future meeting.

7. CONSENT AGENDA 7:30:48 PM

A. ACCOUNTS PAYABLE VOUCHER AND PAYROLL APPROVAL

ACH Check Number 122, EFT Check Number 123, Void Manual Check Number 332390, Manual Check Numbers 332463 through 332464, Void Manual Check Numbers 332465 through 332467, Manual Check Numbers 332468 through 332472 and Regular Run Check Numbers 332473 through 332567 for a total of \$184,490.46. Payroll Direct Deposit Check Numbers 027276 through 027381, Regular Check Numbers 106117 through 106121, Vendor Check Numbers 106122 through 106136, Payroll Check Number 103137 and a Federal Tax Electronic Transfer for a total of \$545,053.39.

B. REGULAR BUSINESS MEETING MINUTES, FEBRUARY 13, 2013

C. SPECIAL STUDY SESSION/RETREAT MEETING MINUTES, FEBRUARY 20, 2013

D. SPECIAL/REGULAR BUSINESS MEETING MINUTES, FEBRUARY 27, 2013

E. RESOLUTION NO. 2013-06, SURPLUS VEHICLES AND EQUIPMENT – PUBLIC WORKS

MOTION: *I move we approve items B. Regular Business Meeting Minutes, February 13, item C. Special Study Session/Retreat Minutes, February 20, Special/Regular Business Meeting Minutes, February 27 and Resolution 2013-06, Surplus Vehicles and Equipment Public Works.*

WARD/LESTER – *The motion carried unanimously, 6-0.*

A. Accounts Payable Voucher and Payroll

Councilmember Ward commented on an invoice from Cardno Tec. He asked whether staff has had the chance to meet with KPUD regarding flow monitoring. City Manager Schulze shared the differences in monitoring techniques and equipment. Councilmember Ward suggested cancelling the Cardno Tec contract. Council decided to discuss the issue during agenda setting later in the meeting.

MOTION: *I would move that we approve item 7A, Accounts Payable Voucher and Payroll Approval.*

WARD/BLAIR – *The motion carried unanimously, 6-0.*

8. REGIONAL COMMITTEE REPORTS 7:38:21 PM

Councilmember Lester reported on an upcoming IGWG meeting, prepared neighborhoods and community broadcasting.

9. REVIEW OF UPCOMING COUNCIL MEETING AGENDAS 7:39:47 PM

City Manager Schulze reviewed the March 10, 2013 agenda. Councilmember Ward added a flow-monitoring discussion.

10. FOR THE GOOD OF THE ORDER 7:41:33 PM

Councilmember Lester commented on AmeriCorps week and the MS Walk.

13. RECESS [ADDED] 7:43:22 PM

The meeting recessed for a five-minute break and resumed immediately following with aforementioned Councilmembers and Mayor Bonkowski present.

11. STUDY SESSION: SHORELINE MASTER PROGRAM – OUTSTANDING ISSUES – PLANNING 7:50:47 PM
7:51:45 PM Joe Honick, 9549 Olympus Beach Road NE, commented non-conforming lots. He presented Council with a petition.

7:56:26 PM Dennis Reynolds, Bainbridge Island resident, asked Council not to lose sight of the social science behind the issue.

8:00:00 PM Lisa Macchio, 5315 Old Mill Road, asked that everyone to be respectful to each other during the process.

8:02:53 PM Dave Bricklin, 9133 Salmon Run Lane, commented on shoreline science and regulations.

8:06:11 PM Stafford Tharp, 10462 NE Country Club Road, addressed the issues of non-conformity and dual zoning.

8:10:50 PM Dick Haugan, 9010 Spargur Loop Road, commented on a meeting he attended last weekend.

8:13:52 PM Ericka Shriner, 8190 NE Baker Hill, spoke as an owner of a non-conforming structure.

8:16:15 PM Chris Otorowski, Port Madison, voiced his opposition to non-conforming uses.

8:18:40 PM Sunny Day, 10654 Manor Lane, believed there is no imperative for the changes to the SMP.

8:20:30 PM Eric Fredricks, 7776 Yeomalt Beach, commented on conforming and non-conforming designation.

8:22:51 PM Kinam Sohn, 7776 Yeomalt Beach, did not understand why Bainbridge was deciding to use non-conforming language when Kitsap County was not.

8:24:29 PM Jack Sutherland, 10488 County Club Road, urged Council to deal with the problem properties individually and not with a one size fits all approach.

8:28:53 PM Albert Greiner, Rockaway Beach, commented on exclusion zones.

8:30:04 PM Frank Stowell, 623 Blakely Avenue, commented on an upcoming study done by the UW regarding armoring on Puget Sound beaches.

8:32:45 PM Chiara D'Angelo, 451 Wood Avenue, asked that the Council represent the best interest of the citizens and not just the homeowners.

8:34:45 PM John Keller, 4032 Rockaway Beach, didn't understand why Bainbridge Island couldn't follow the same plan Kitsap County put forward regarding existing lawfully built homes, structures and uses conforming.

8:36:20 PM Claes Hagstromer, 12295 Wing Point, asked that retaining walls be exempt.

8:39:28 PM John Ogden, Arrow Point Loop, commented on fostering opportunities for lawyers in the process. He believed the costs and benefits to property owners should be considered in making land use decisions.

8:41:36 PM Lewis Mandell, 3720 Point White Drive, spoke to the ability to utilize one's property as you purchased it.

8:43:39 PM Eric Thompson commented on the science behind the issue.

8:45:15 PM Gary Tripp stated the three main causes of decline in Puget Sound were due to street runoff, pollution from municipal sewers and overfishing and none of them have to do with residential use.

SPECIAL/REGULAR BUSINESS MEETING
MARCH 13, 2013

8:50:11 PM Kari Wright, Packard Lane, felt the proposed shoreline master plan was overreaching. She commented on non-conforming lots, shoreline designations, and buffers. She did not believe shoreline homeowners were the problem.

8:53:11 PM Planning Director Cook explained the purpose of tonight's meeting was to discuss any additional topics that the Council identified for consideration as well as revisit any of the preliminary recommendations. She noted the public hearing is tentatively scheduled for April 10.

8:57:04 PM Council commented on issues and concerns raised during public comment and posed questions to staff.

9:48:12 PM **MOTION:** *That we address the non-conforming structure issue by using the word existing development and removing the word non-conforming.*
BLAIR/BLOSSOM

9:51:11 PM **CLARIFIED MOTION:** *Non-conforming structures will now become existing development. Motion passed 5-2 with Councilmembers Blair, Blossom, Bonkowski, Scales, and Ward voting in favor. Councilmembers Hytopoulos and Lester voting against.*

9:57:31 PM **MOTION:** *I move that the City creates a consistent rebuilt percentages for the SMP, the critical areas ordinance and the zoning code.*
SCALES/LESTER – Motion carried unanimously 7-0.

9:58:32 PM **MOTION:** *I would move that for the rebuilt it demolish voluntary that the standard be set at 75% for all three.*
SCALES/BLAIR – Motion was withdrawn.

10:10:25 PM **MOTION:** *I move that we set for accidental destruction rebuilt a standard of 75% loss of replacement value.*
HYTOPOULOS/BLAIR – Motion failed 3-4 with Councilmembers Blair, Hytopoulos, and Scales voting in favor. Councilmembers Bonkowski, Blossom, Lester, and Ward voted against.

10:16:53 PM **CLARIFICATION OF AN EARLIER MOTION:** *That the City create goals as a policy to make rebuilt percentages for the SMP, critical areas ordinance and the zoning code.*

Staff was asked to come back with specific information about how changing the percentage might affect development in the critical areas ordinance and the zoning code.

10:18:44 PM **MOTION:** *To rebuilt if demolished through an act of God at 100%.*
LESTER/BLAIR

RESTATED MOTION: *100% if non-voluntarily, accident or natural disaster. Motion passed, 6-1 with Councilmember Blair, Blossom, Bonkowski, Lester, Scales and Ward voted in favor. Councilmember Hytopoulos voting against.*

10:21:02 PM **MOTION:** *I would move that we set the threshold for rebuilt if demolished voluntary at 0%.*
SCALES/HYTOPOULOS – Motion passed 4-3 with Councilmember Blair, Blossom, Hytopoulos, Lester, and Scales voting in favor. Councilmembers Bonkowski, Blossom, and Ward against.

10:35:37 PM **MOTION:** *I move that a similar if not literally lifting out of the CAO restriction on rebuilding adjacent to a critical slope is inserted in the SMP to take care of that gap.*
HYTOPOULOS/LESTER – Motion carried unanimously, 7-0.

14. RECESS [ADDED] 10:36:25 PM

The meeting recessed for a 5-minute break.

**15. STUDY SESSION: SHORELINE MASTER PROGRAM – OUTSTANDING ISSUES – PLANNING
(CONT'D) 10:43:27 PM**

Following brief comments, Mayor Bonkowski proposed suspending discussion of the SMP to a future meeting.

12. ADJOURNMENT 10:47:55 PM

The special/regular meeting adjourned at 10:47 pm.

Steven Bonkowski, Mayor

Rosalind D. Lassoff, City Clerk

ITEMS DISCUSSED

1. CALL TO ORDER / ROLL CALL
2. EXECUTIVE SESSION: PROPERTY DISPOSITION (RCW 42.30.110(1)(c)), REVIEW THE PERFORMANCE OF AN EMPLOYEE (RCW 42.30.110(1)(g))
3. ACCEPTANCE OR MODIFICATION OF AGENDA / CONFLICT OF INTEREST DISCLOSURE
4. STAFF INTENSIVE
 - A. ORDINANCE NO. 2013-04, 2012 BUDGET CARRY-OVERS INTO 2013, AB 13-023
 - B. REVISIONS TO DESIGN GUIDELINES FOR THE ERICKSEN AVENUE OVERLAY DISTRICT, AB 13-031
 - C. 2013 ROADS PRESERVATION PROGRAM OVERVIEW, AB 13-032
 - D. BRIEFING ON WATER UTILITY
 - E. WATER FLOW MONITORING
5. REGIONAL COMMITTEE REPORTS
6. REVIEW OF UPCOMING COUNCIL MEETING AGENDAS
7. FOR THE GOOD OF THE ORDER
8. ADJOURNMENT

1. CALL TO ORDER / ROLL CALL. Mayor Pro Tem Ward called the meeting to order at 6:30 pm. A quorum was present consisting of Councilmembers Blair, Blossom, Lester, and Ward. Councilmember Scales was absent and excused. Mayor Bonkowski arrived at 6:34 PM, and Councilmember Hytopoulos arrived at 7:00 pm. Deputy City Clerk/Paralegal Brown monitored the recording of the meeting and prepared the minutes.

2. EXECUTIVE SESSION: PROPERTY DISPOSITION (RCW 42.30.110(1)(c)), REVIEW THE PERFORMANCE OF AN EMPLOYEE (RCW 42.30.110(1)(g)). Mayor Pro Tem Ward adjourned the meeting to executive session at 6:30 PM with legal counsel to discuss property disposition and to review the performance of an employee. The recording system was turned off and the door to Council Chambers was posted. Mayor Pro Tem Ward re-convened the meeting at 7:05:25 PM and reported no action was taken.

3. ACCEPTANCE OR MODIFICATION OF AGENDA / CONFLICT OF INTEREST DISCLOSURE. 7:06 PM Councilmember Lester noted that Item 4(E) should be "Water Flow Monitoring" rather than "Water Quality Flow Monitoring." Mayor Bonkowski requested the addition of a five-minute discussion of his participation in a transportation committee, and Mayor Pro Tem Ward suggested addressing the topic during For Good of the Order.

MOTION: *I move that we approve the agenda as amended.*

BLAIR/LESTER – *The motion carried unanimously, 6 -0.*

Councilmember Lester disclosed that her rental home and business is on Ericksen Avenue, but she will participate in the discussion of Item 4(B), Ericksen Avenue Overlay District Design Guidelines, because she does not own it.

4. STAFF INTENSIVE.

A. ORDINANCE NO. 2013-04, 2012 BUDGET CARRY-OVERS INTO 2013, AB 13-023. 7:08:19 PM Finance Director Schroer summarized the carry-over items from the 2012 Budget and addressed Council's questions.

MOTION: *I move the City Council forward Ordinance No. 2013-04 amending the 2013 Budget of the City to include carry-over items for work funded in 2012 but to be performed in 2013 to second reading on March 27, 2013.*

LESTER/BONKOWSKI – *The motion carried unanimously, 6-0. 7:12:12 PM*

B. REVISIONS TO DESIGN GUIDELINES FOR THE ERICKSEN AVENUE OVERLAY DISTRICT, AB 13-031.

7:12:44 PM Planning Director Cook presented the proposed revisions to design guidelines for the Ericksen Avenue Overlay District. She introduced Russ Hamlet and Jim McNett from the Design Review Board, and said that the Design Review Board developed the proposed revisions. She added that the Historic Preservation Commission has also reviewed the updated guidelines. She said the current guidelines are too vague and difficult to apply. She highlighted the revisions and addressed Council's questions. She confirmed that the guidelines apply only to commercial development, although the only single family residential development allowed in the district is through the Housing Design Demonstration Project (HDDP).

***MOTION:** I move the City Council schedule Ordinance No. 2013-07 revising the design guidelines for Ericksen Avenue Overlay District to first reading on March 27, 2013.*

***BONKOWSKI/BLAIR** – The motion carried unanimously, 6-0. 7:12:12 PM*

C. 2013 ROADS PRESERVATION PROGRAM OVERVIEW, AB 13-032. 7:24:39 PM Public Works Director Newkirk presented the 2013 roads preservation program. He gave an overview of the program, explained the criteria for selecting annual projects and noted the challenges of the increased work. He explained the components of the maintenance work: shoulder grading, crack sealing, annual roads striping, and raised pavement marker. He presented the proposed maintenance schedule. He next provided lists of proposed preservation projects that will have asphalt repairs and chip seal. He provided information on the reconstruction projects at Ft. Ward Hill and Rockaway Beach and the proposed schedule. He described the repair projects, Sunrise Drive slide repair and Crystal Springs embankment repair. He presented the proposed new infrastructure, including shoulder widening and bike lanes on North Madison between Valley and Winther Road, and Sportsmans Club non-motorized transportation spot improvements. He said the grant awarded for Olympic Drive/Hwy 305 Improvements must be incorporated into the State budget before the City begins work. He summarized the 2013 budget for roads preservation and the planned expenditures. He added that he anticipates bringing additional asphalt repair work to Council in September after initial work is done. He said the City will re-rate the roads following this year's work and develop new financial forecasts in 2014. He said the City will work with the Transportation Benefit District to develop financial policies for use of the funds. He concluded by saying that staff will continue to develop long-term strategies to fund road reconstruction and new infrastructure projects, and noted staff resources will need to be addressed with the increased scope of work.

7:45:20 PM Bill Knobloch inquired about Wing Point Way and asked about the previous plan for improvements.

At the request of Councilmember Lester, Public Works Director Newkirk described the grant that is on the Kitsap Regional Coordinating Council's contingency list for planning and design of non-motorized improvements along Wing Point Way. He said this year's proposed repair project will improve the road this year and allow time for consideration of a larger repair, including non-motorized improvements and underground utilities.

Councilmember Lester asked staff to check with the Non-Motorized Transportation Committee about chip seal's compatibility with bicycling, and asked staff to make sure the bike lanes are protected in the re-striping process. She also asked staff to make the bike lanes larger (road diet) if possible.

Council discussed the low Pavement Condition Index (PCI) rating for Wing Point Way and the proposed repairs. Council discussed the Federal grant cycle and prioritizing the Wing Point Way reconstruction. Councilmember Ward said he believed traffic counts should be a consideration in ranking projects, and Wing Point Way should be the number one reconstruction project. Mayor Bonkowski inquired about the timing for advertising the projects and asked for a schedule. Public Works Director Newkirk said advertisement is generally 4-6 weeks prior to the contract.

MOTION: *I move that the City Council receive the overall 2013 Annual Roads Preservation Program overview discussion and recommend the award to Puget Paving in the amount of \$126,819.20 for the asphalt repair project and will consider these issues at the March 27, 2013 City Council meeting.*

BLAIR/LESTER – *The motion passed unanimously, 6-0. 8:20:25 PM*

D. BRIEFING ON WATER UTILITY. 8:20:31 PM City Manager Schulze provided Council with additional analysis on the water utility management issue. He showed a map of the water systems on the Island. He explained his approach to the analysis of the management proposal from Kitsap Public Utility District (KPUD) which was to identify the true cost to the City for operating under an interlocal agreement with KPUD, identify the minimum cost to City, and to identify concerns and risks related to legal issues, labor, and performance and service delivery. He said that he also reviewed the 2013 adopted budget for the Water Fund in his analysis. He presented the cost analysis and the adopted budget components. He explained the operations and maintenance portion, which would be eliminated if the utility management is outsourced, and the engineering costs. He showed the cost of service comparison with KPUD. He explained the other components of the budget, the mandatory costs of the utility and the shared allocated costs. He summarized the operating expenses under City management and KPUD management, and said the City's operating expenses are approximately \$100,000 less. He showed a cost comparison with other systems and explained that the City's rate structure is set up to encourage conservation. He said there may be other policy issues besides the cost analysis that will influence Council's decision and asked Council if they wanted to address the cost allocation decision relating to shared cost prior to addressing the management issue. He raised issues relating to the impacts to remaining services. He summarized legal concerns and risks, labor concerns, and service delivery issues. He discussed a 2006 Environmental Protection Agency report on water management and the issues raised with the creation of special districts. He discussed the Water Resources Element of the Comprehensive Plan and specific Water Resources Policies. He provided background information on City staff qualifications.

Mayor Pro Tem Ward invited public comment.

8:51:59 PM Bill Knobloch spoke in favor of KPUD management and the benefits of economy of scale that he feels the City cannot match.

8:55:42 PM Randall Samstag said the City Manager has provided an objective opinion that outsourcing the management will cost more and decrease incentives to conserve water.

City Manager Schulze addressed Council's questions about cost allocation, the impact of the designation of Bainbridge as a sole source aquifer and conservation issues.

E. WATER FLOW MONITORING. 9:11:31 PM City Manager Schulze presented a table summarizing the water quality and water flow monitoring program and costs. He asked Council to decide if the water flow monitoring program is a program they want to continue, and if so, he will make sure it is done as efficiently as possible. He went over the tasks involved in the program and who is responsible for each. City Manager Schulze confirmed the Cardno Tec contract is on hold. Council discussed the process of evaluating the program and the upcoming discussion of the stormwater program. Mayor Bonkowski noted that the Utility Advisory Committee has said that this is not required as part of a stormwater program. Council discussed concerns with pollution from stormwater from the roads and whether the data collected from the flow monitoring program has been used. 9:31:51 PM

9:34:16 PM Cami Apfelbeck, Water Resources Specialist, said the City has already started instituting actions in the stormwater management program based on the results in the State of the Waters report, specifically through Illicit Discharge and Detection Elimination efforts. She said the City and Kitsap Public Health District used the data to get a grant for work in the Murden Cove watershed to address nutrients and bacteria, and Sakai Intermediate School and Islandwood received a grant as well for the Murden Cove watershed. She said she is the only staff member involved which has slowed the process, but the data has helped identify problems. She said flow monitoring data equipment has been upgraded, and she is starting to get enough data to be useful. She said they need flow data to calculate the amount of pollution. In response to Councilmember Blossom's question, she clarified that flow monitoring is part of the Murden Cove project but the flow monitoring data was not used to obtain the

grants. She described possible consequences in putting the contract on hold. She said that she needs technical assistance when problems with the stations develop.

9:42:25 PM Randall Samstag noted that 80% of the contract is for water quality monitoring and said the stormwater utility includes streams on the Island by ordinance.

Mayor Pro Tem Ward said that there will be further discussion when City Manager Schulze returns with his stormwater presentation in May.

5. REGIONAL COMMITTEE REPORTS. 9:46:23 PM Councilmember Blair reported on Kitsap Transit's Board meeting and said that the Rich Passage passenger ferry will be designated as back-up for Washington State Ferries. She added that Kitsap Transit is looking at service improvements for the passenger-only ferry on the Port Orchard / Bremerton route and hybrid fuel systems for passenger-only ferries and buses.

9:48:07 PM Mayor Bonkowski reported on the Executive Board meeting of Kitsap Regional Coordinating Council (KRCC). He said they are evaluating the cost allocation structure that is currently based on population rather than tax base. He said the board is also looking at the allocation for state and federal monies to serve the needy and how to do a better job of identifying how those opportunities can be leveraged in the northern portion of Kitsap County. He said that KRCC has been asked for their forecasted population estimates. He said that some of the demographic data may be incorrect, and he would like Planning staff to examine it.

Councilmember Lester reported on the Intergovernmental Work Group meeting. She said that Scott James from Prepared Neighborhoods introduced a new Bainbridge Island preparedness web site: www.ready.recovers.org. She added that there is additional information on disaster preparedness at bi.prep.org. She noted that Bainbridge librarian, Audrey Barbakoff, received a national award for innovative programs. She added that the School District thanked the City for the two new crosswalks at Sakai Intermediate School.

Councilmember Ward reported on the recent CENCOM meeting. He said that there was a briefing on performance metrics and that the performance level is high.

6. REVIEW OF UPCOMING COUNCIL MEETING AGENDAS. 9:59:14 PM Mayor Pro Tem Ward reviewed the March 27, 2013 agenda. Councilmember Lester asked about the placement of the Kitsap Conservation District Interlocal Agreement update. Council discussed the schedule of the Shoreline Master Program (SMP) update and the status of the consistency analysis. Councilmember Hytopoulos asked for a discussion of the Ethics Program, and it was added after public comment on March 27th. 10:12:14 PM Mayor Pro Tem Ward reviewed the long-range agenda and asked to postpone the discussion of Pritchard Park on April 3 and add a discussion of SMP impacts on individual lots. City Manager Schulze said that Planning staff will be discussing this topic at the April 10, 2013 City Council meeting. Councilmember Lester asked to add a discussion of business licenses for consultants and web-based / digital services and a request for proposals for a communications insert in a local paper. Council added the two items to the April 3, 2013 agenda. Councilmember Blossom requested that information on the General Sewer Plan policy discussion be provided to Council as early as possible.

7. FOR THE GOOD OF THE ORDER. 10:13:23 PM Mayor Bonkowski said he was contacted by Rob Gala, Regional Affairs Manager for the Mayor of Seattle, who is putting together a group to talk to State legislators about House Bill 1959 relating to transportation. Council authorized him to join the group.

In reference to the water flow monitoring discussion, Councilmember Blossom noted there are 59 streams on the island and only 16 streams are measured.

Councilmember Lester said that March is National Ethics Awareness Month and the 85th anniversary of the International City/County Management Association (ICMA) Code of Ethics. She reported that the Ethics Board dismissed the recent complaint against her. She spoke in favor of the process, but noted that it should not be used for political reasons.

Councilmember Lester announced upcoming performances and discussions on Bainbridge.

Councilmember Hytopoulos expressed concerns about the recent Ethics complaint. She added that she was unhappy with the tone of recent comments and the conduct of last week's meeting.

Councilmember Lester suggested asking the audience to refrain from applause.

8. ADJOURNMENT. Mayor Pro Tem Ward adjourned the meeting at 10:22:10 PM.

Steven Bonkowski, Mayor

Christine Brown, Deputy City Clerk/Paralegal

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Bohlander Revocable License Agreement	Date: April 10, 2013
Agenda Item: Consent Agenda	Bill No.: 13-038
Proposed By: Lance Newkirk, Public Works Director	

BUDGET INFORMATION

Depart/Fund: N/A			Munis Contract #		
Expenditure Req: N/A		Budgeted? ☐ Yes ☐ No		Budget Amend. Req? ☐ Yes ☐ No	

REFERRALS/REVIEW

Study Session: 04/03/2013	Recommendation: Move to 04/10/2013 Business Meeting		
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒ Yes ☐ No ☐ N/A	Finance ☒ Yes ☐ No ☐ N/A	

DESCRIPTION/SUMMARY

Action Item:

Consider approval of the Bohlander Revocable License Agreement.

Background:

The Bohlander property located at 10456 NE Fenton Road abuts a City-owned right-of-way.

Mr. & Mrs. Bohlander would like to designate an area that is partially located within the City's right-of-way for private storm drainage improvements. The area of the City's right-of-way that the Mr. & Mrs. Bohlander would like to use and designate is depicted on Exhibit B and is located near NE Fenton Road. The Public Works department has determined that it has no immediate needs to construct improvements in the designated area at this time. This License Agreement shall be effective as of the date of mutual execution and shall terminate and be revoked at any time if the City determines the right-of-way is needed for any city purpose whatsoever upon a forty-five (45) days written notice to the property owner.

Further Discussion:

The staff brings ROW license agreements to the Council for approval as there is no other direction provided for this action in the Municipal Code or other City regulation. With the agreement of the Council, the staff suggests bringing forward a resolution assigning the approval authority for similar future ROW license agreements to the City Manager. This action is consistent with how other municipalities approach this issue, and would significantly reduce the staff and Council resources currently required.

RECOMMENDED ACTION

AFTER RECORDING RETURN TO:
City of Bainbridge Island, Washington
Attn: City Clerk
280 Madison Avenue North
Bainbridge Island, Washington 98110

REVOCABLE LICENSE AGREEMENT

Licensors: City of Bainbridge Island, Washington, a municipal corporation

Licensee: Kim D. and Kimberly C. Bohlander

Short Legal Description: Lot 10, Blk. 000, Replat of Lots 15-17, Dingley's 1st Addn. to Yeomalt
G.L. 3, Sec. 23, T.25N., R.2E., W.M. Kitsap County, WA
[Full legal description is on page 2.]

Assessor's Property Tax
Parcel/Account Number(s): 4200-000-010-0008

Reference Number(s) of Documents Assigned or Released: N/A

THIS LICENSE AGREEMENT (this "Agreement") is made and entered into by and between the **CITY OF BAINBRIDGE ISLAND, WASHINGTON**, a municipal corporation (the "City") and **KIM D. AND KIMBERLY C. BOHLANDER** (the "Licensee").

RECITALS

A. The Licensee owns certain real property in the City of Bainbridge Island, located at 10456 NE Fenton Road, Bainbridge Island, Washington, with Tax Parcel No. 4200-000-010-0008 , and legally described as:

Lot 10, Block 000, Replat of Lots 15-16-17, Dingley's 1st Addition to Yeomalt Point, as per the plat recorded in Volume 4 of plats, page 43, in Kitsap County, Washington; subject to easements of record (the "Property").

B. The Property abuts NE Fenton Road and also an unimproved portion of a 14-foot unnamed right-of-way as shown on the above mentioned plat and on **Exhibit A**, attached hereto and incorporated by this reference. The portion of the City right-of-way on which the Property abuts is legally described on **Exhibit B**, attached hereto and incorporated by this reference (the "City Right-of-Way").

C. In connection with the reconstruction of the residence, the Licensee has proposed installing a high-density polyethylene tightline along portions of the southerly property line and crossing the City Right-of-Way near the southeasterly property corner onto the adjacent property (the "Drain Line").

D. The City has determined that it has no immediate need to construct improvements on the City Right-of-Way, and that the Drain Line will not interfere with the public's ability to use the City Right-of-Way, which is currently unimproved.

E. In consideration of the terms, conditions and covenants below, the parties desire to enter into this revocable Agreement to govern the Licensee's use of the City Right-of-Way.

NOW, THEREFORE, it is agreed as follows:

1. License.

1.1 The City grants the Licensee, together with their successors and assigns, permission, revocable and terminable as provided herein, to enter onto and use the City Right-of-Way only for the purpose of construction of the Drain Line. The area of said construction across the City Right-of-Way is limited to that area described on **Exhibit C** and depicted on **Exhibit D** and shall not be expanded in any way. Additionally, the Licensee shall comply with all applicable federal, state and/or local laws and regulations, including but not limited to obtaining all required City permits, with regard to the Drain Line.

1.2 The Drain Line may remain in the location shown on **Exhibit D** until the Director of Public Works, or the successor position, determines that the improvements interfere with the public's use of the City Right-of-Way. The City and the Licensee specifically acknowledge that the improvements as they are currently constructed and existing do not interfere with access or use of the City Right-of-Way. To the extent the Drain Line is located on the City Right-of-Way, the improvements may not be expanded in any way. The Licensee shall comply with all applicable federal, state and/or local laws and regulations, including but not limited to obtaining all required City permits, with regard to any necessary repairs and/or maintenance of the Drain Line on the City Right-of-Way.

1.3 In consideration of the limited rights and privileges granted to the Licensee in this Agreement, the Licensee acknowledges the City's interest in, rights to, and authority over the City Right-of-Way, and that except as expressly stated herein, this Agreement does not create or convey to the Licensee any interest or rights in the City Right-of-Way. The Licensee shall make no use of the City Right-of-Way that is not specifically authorized in this Agreement. The City shall have the right to remove any other encroachment on the City Right-of-Way without notice to the Licensee.

1.4 The Licensee's use of the City Right-of-Way shall not restrict, inhibit, or interfere with the public pedestrian access via the City Right-of-Way. The Licensee shall endeavor to minimize the impacts of their use on the City Right-of-Way.

1.5 The Licensee shall be solely responsible for any and all costs associated with their use of the City Right-of-Way under this Agreement. The Licensee shall not permit any mechanic's, material men's, or similar liens or claims to stand against the City Right-of-Way for labor or material furnished in connection with any work performed on or in the City Right-of-Way. Any taxes imposed as a result of this Agreement or Licensee's use of the City Right-of-Way shall be the responsibility of and shall be paid by the Licensee.

2. Construction.

The Licensee agrees that they will construct the Drain Line in accordance with the permit as specified by the City. All construction shall be performed in accordance with all applicable federal, state and/or local laws and regulations, including but not limited to obtaining all required City permits. At the conclusion of the construction work, the Licensee shall provide the City with as-built drawings and a final legal description of the area used by the Licensee for improvements in the City Right-of-Way, which shall thereafter be deemed to represent the full extent of their permitted use of the City Right-of-Way under this Agreement.

3. Allocation of Risk and Indemnification.

3.1 The Licensee covenants and warrants that they have fully inspected the City Right-of-Way and that the same is reasonably safe and suitable for Licensee's intended use as permitted under this Agreement. The Licensee accepts the same "as-is", without warranty of any kind, whether express or implied.

3.2 The Licensee assumes the risk of any and all damage or loss to Licensee's improvements or property located within the City Right-of-Way.

3.3 The Licensee agrees to indemnify, defend and hold harmless the City, its employees, agents, successors, and assigns from and against any and all damages, injuries, claims or other liability of whatsoever kind or nature (including, but not limited to, reasonable attorneys' fees), incurred by the Licensee, Licensee's invitees, guests, or other third parties, relating to, resulting from or directly or indirectly arising from or associated with Licensee's use

of the City Right-of-Way under this Agreement. This indemnification shall survive the expiration or termination of this Agreement.

4. Termination.

4.1 This Agreement shall be effective as of the date of mutual execution and shall terminate and be revoked upon sixty (60) days' written notice if the City determines, in its sole discretion, that the City Right-of-Way is needed for any City purpose whatsoever; or if the Licensee breaches this Agreement, in which case the termination or revocation shall be immediate.

4.2 Upon termination or revocation of this Agreement for any reason whatsoever, the Licensee shall immediately surrender and vacate the City Right-of-Way, remove all of Licensee's personal property or fixtures from the City Right-of-Way, and restore the City Right-of-Way to the as good or better condition than at the time of the execution of this Agreement, at Licensee's sole cost. If Licensee fails to comply with this Section 4.2, the City shall have the right to remove Licensee's property and restore the City Right-of-Way at Licensee's expense, which Licensee shall pay to the City on demand.

5. General Provisions.

5.1 This Agreement contains the entire agreement between the parties relating to the subject of this Agreement. This Agreement may be amended or modified only by a written agreement signed by both parties.

5.2 All notices and other material to be delivered under this Agreement shall be in writing and shall be personally delivered or mailed to the following address:

The City:
Attn: City Manager
280 Madison Avenue North
Bainbridge Island, Washington 98110

Licensee:
Kim D. and Kimberly C. Bohlander
10456 NE Fenton Road
Bainbridge Island, WA 98110

Notice shall be deemed to be received either upon delivery, or upon three (3) days after the date of mailing. The parties reserve the right to change their respective addresses by giving written notice thereof to the other party.

5.3 Waiver by the City of any breach of any term or provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision.

5.4 In the event either party brings an action or proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

5.5 Venue for any legal actions prosecuted or instituted by either party under this Agreement shall be brought in the Superior Court of the State of Washington at Kitsap County, Washington.

5.6 This Agreement is not an easement, lease, or contract, but is a revocable license to the Licensee for the express and limited purpose outlined herein.

5.7 Upon termination of this Agreement pursuant to Section 4 hereof, the license shall no longer burden the City property and City Right-of-Way. The parties agree that the unilateral recording by the City of a written "Notice of Termination of License" confirming the date of termination shall serve to remove this license as an encumbrance on the City Right-of-Way.

5.8 This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

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

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

5.10 This written document constitutes the entire Agreement between the City and the Licensee and supersedes any and all previous written and/or oral agreements between the parties. There are no other oral or written agreements between the parties as to the matters covered herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

5.11 Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

5.12 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same contract.

IN WITNESS WHEREOF, the parties have executed this Agreement by affixing their signatures below:

LICENSOR:

LICENSEE:

THE CITY OF BAINBRIDGE ISLAND

By: _____

By: _____

Name: Kim D. Bohlander

Name: Douglas Schulze

By: _____

Its: City Manager

Name: Kimberly C. Bohlander

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Douglas 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 CITY OF BAINBRIDGE ISLAND, WASHINGTON to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____
(Print Name)

Notary Public in and for the State of Washington.

Commission Expires: _____

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Kim D. Bohlander is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated_____

NAME:_____
(Print Name)

Notary Public in and for the State of Washington
Commission Expires: _____

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Kimberly C. Bohlander is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it as her free and voluntary act for the uses and purposes mentioned in the instrument.

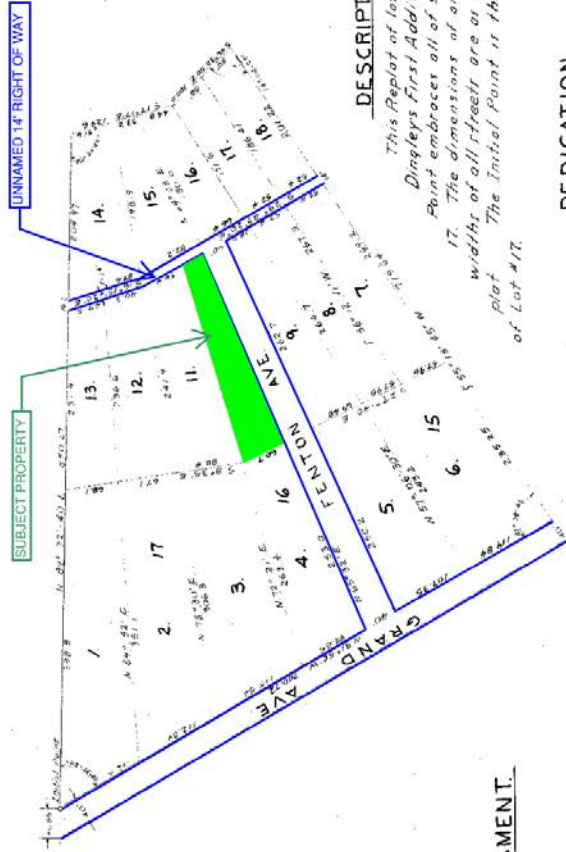
Dated_____

NAME:_____
(Print Name)

Notary Public in and for the State of Washington
Commission Expires: _____

EXHIBIT A

REPLAT OF LOTS 15-16-17, DINGLEYS FIRST ADDITION TO YEOMALT POINT



Scale 1" = 100'

DESCRIPTION

This Replat of lots 15-16 & 17 of Dingleys First Addition to Yeomalt Point embraces all of said lots 15-16 & 17. The dimensions of all lots and the width of all streets are as shown upon the plat. The Initial Point is the NW corner of Lot #17.

DEDICATION

ACKNOWLEDGMENT

*CERTAIN PLAT LINES HAVE BEEN
HIGHLIGHTED FOR CLARITY

SEE PLAT BOOK VOL. 4 PAGE 43

EXHIBIT B

Legal Description of City Right-of-Way

A portion of the Replat of Lots 15-16-17, Dingley's 1st Addition to Yeomalt Point described as follows:

That Unnamed 14 foot right-of-way as shown on the Replat of Lots 15-16-17, Dingley's 1st Addition to Yeomalt Point, as per the plat recorded in Volume 4 of plats, page 43, in Kitsap County, Washington;

All in Government Lot 3, Section 23, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington

EXHIBIT C

Legal Description of Revocable License Area

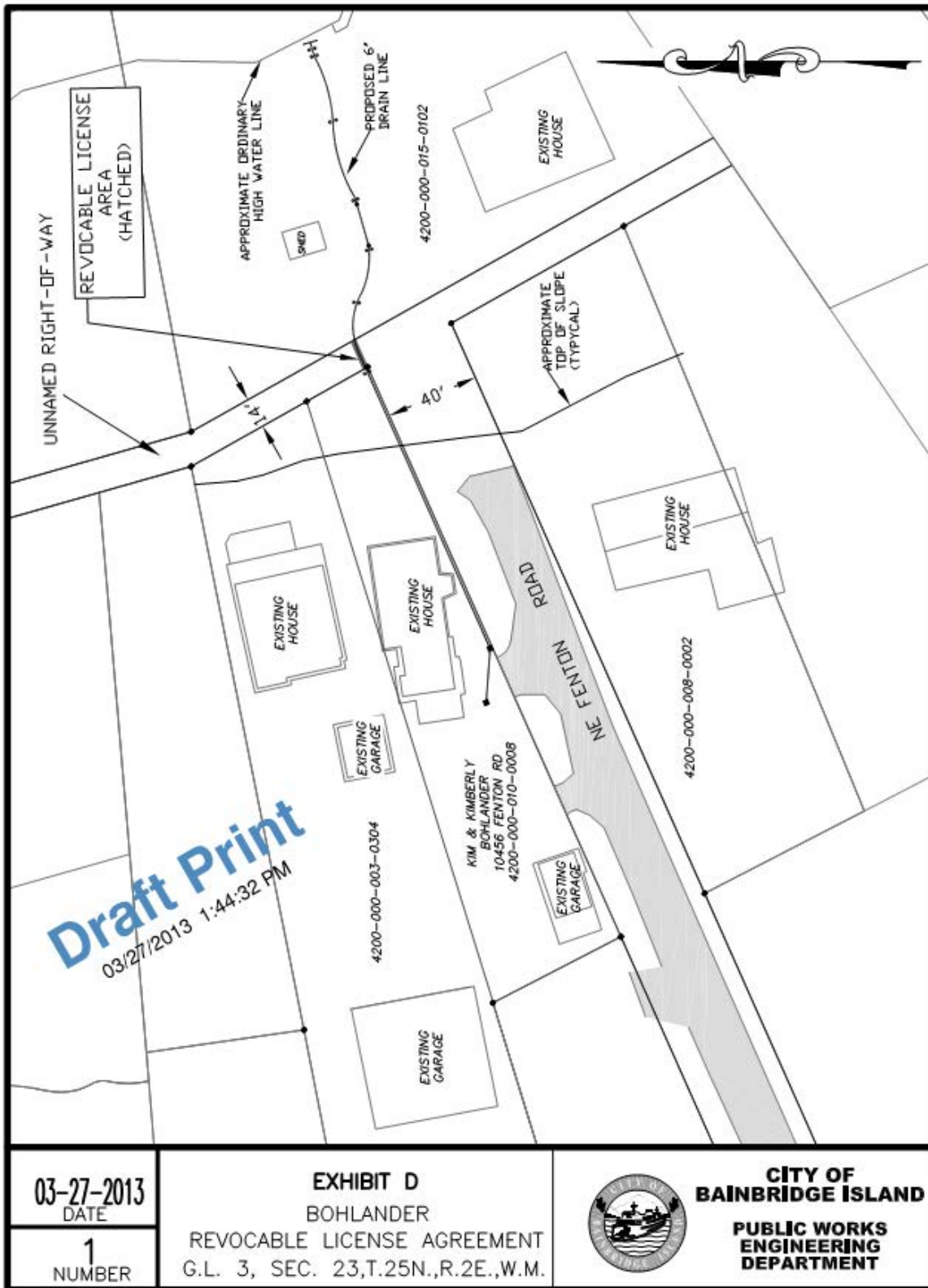
A portion of that Unnamed 14 foot right-of-way as shown on the Replat of Lots 15-16-17, Dingley's 1st Addition to Yeomalt Point, as per the plat recorded in Volume 4 of plats, page 43, in Kitsap County, Washington, described as follows:

A 2.00 foot wide strip, being 1.00 foot on each side of a 6 inch drain line as constructed;

Commencing from a point near the southeasterly corner of Lot 10 of said plat;

Thence northeasterly and perpendicular 14.00 feet, more or less, to the easterly margin of said Unnamed Right-of-Way and the terminus.

All in Government Lot 3, Section 23, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington



INSERT PRESENTATION QUALITY MAP FOR FINAL DOCUMENTS

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Fort Ward Hill Reconstruction & Shoulder Widening Phase II – Design Completion Award	Date: April 10, 2013
Agenda Item: Consent Agenda	Bill No.: 11-097
Proposed By: Lance Newkirk, Public Works Director	

BUDGET INFORMATION

Dept/Fund: Public Works - 2013 CIP Proj. 00318 @ \$990,000		
Expenditure Req: \$45,586.68	Budgeted? ☒ Yes ☐ No	Budget Amend. Req? ☐ Yes ☒ No

REFERRALS/REVIEW

Study Session: 04/03/2013	Recommendation: Move to 04/10/2013 Business Meeting	
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒ Yes ☐ No ☐ N/A	Finance ☒ Yes ☐ No ☐ N/A

DESCRIPTION/SUMMARY

Action Item:

Consider awarding the Fort Ward Hill Reconstruction & Shoulder Widening Phase II design contract to Skillings Connolly.

History:

The Fort Ward Hill Reconstruction & Shoulder Widening Phase II project consists of reconstruction of the existing 10-foot lanes and widened shoulders between Bolero Dr and Sunny Hill Circle. Other features include approximately 700 linear feet of guardrail, rockeries and storm drain system.

On December 14, 2011, the City Council awarded a design contract to Skillings Connolly in the amount of \$86,000.00 for the Fort Ward Hill Reconstruction & Shoulder Widening Phase II design contract. This new contract is to (a) undertake design revisions based on WSDOT review comments, (b) finalize construction drawings and update plans and specifications, and (c) provide technical assistance during the bid and construction periods, as necessary. Attached is a copy of the scope of work.

Budget:

The City received federal grant funds for this project in the amount of \$856,650. The grant funds require a 13.5% local match of \$133,350 (total project budget of \$990,000). The additional work described by this contract will be supported within the original project budget; no new funding is required.

RECOMMENDED ACTION



City of Bainbridge Island
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO: City Council

FROM: Lance Newkirk, Public Works Director

DATE: April 3, 2013 Study Session

RE: Fort Ward Hill Reconstruction & Shoulder Widening Phase II Update

Project Objective:

To complete Phase II of the Fort Ward Hill Reconstruction project on Fort Ward Hill Road from Bolero Drive to Sunny Hill Circle.

Background:

The Fort Ward Hill Reconstruction Project - Phase 1 was completed in 2008. This project included roadway realignment, new pavement, and rock wall construction beginning at the intersection of Country Club Road and ending at Bolero Drive. Approximately 1,000 linear feet of roadway was reconstructed. The cost to complete Phase 1 was \$707,294.

In December 2011, the City Council authorized a professional services agreement with Skillings-Connolly for completion of the Phase II design work. The scope of work includes reconstruction of ten-foot driving lanes and shoulder widening, embankment stabilization, and storm drainage improvements between Bolero Drive and Sunny Hill Circle (approximately 1,500 linear feet) on Fort Ward Hill Road.

This project is primarily federally funded; therefore, project benchmarks need to be reviewed by the Washington State Department of Transportation (WSDOT), Local Programs division. WSDOT reviewed the design submittal and recommended minor design changes and additional bidding and construction support services to complete the project. As a result there is a need for additional work from the design firm to respond to these changes, as described in the April 3, 2013 professional services agreement in the amount of \$45,586.68 with Skillings-Connolly.

Budget:

Funding – The design work was funded in 2008 by a Limited Term-General Obligation (LTGO) Bond that included a variety of community projects. The bond funded the previous design contract with Skillings-Connolly at \$86,000. Funds for the additional design and technical support will be provided within the existing project budget; no new funding is required.

The 2013 CIP budget for this project is \$990,000. In December 2012, the City received notification from the Kitsap Regional Coordinating Council (KRCC) for an award of \$856,650 in Federal Transportation funds from the Federal Highways Surface Transportation Program (STP). The City's local match is 13.5% or \$133,350. The engineer's construction estimate for this project is \$780,000.

Permitting – See below for status:

- SEPA – MDNS received 07/17/12
- HPA – Approved 09/20/12 (WDFW)
- ECS (NEPA included) – Approved 02/18/13 (WSDOT & FHA)
- General stormwater permit – Notice of Intent submitted 03/08/13 (DOE)

Schedule – Anticipate awarding in June 2013 with construction to start in July. Targeting construction completion in September prior to the start of the new school year presuming no unforeseen construction circumstances arise.

Vegetation Impacts – To lessen the impacts to the environment, the design consultant has taken into consideration vegetation concerns within the footprint of the construction project. As an example, the roadway section is being designed to limit the impact to the uphill slope and not expand beyond the toe of the roadway embankment. A trench drain is included in the design for the uphill side of the roadway in place of a standard ditch to minimize the roadway cross section. Avoiding environmental impacts may increase construction costs; however, it simplifies permitting and is consistent with community values related to trees and native vegetation.

Public Outreach - Public Works staff have set up a project webpage as well as a project listserv. Throughout the project milestones, listserv updates will be sent out to notify the community of upcoming project events and/or possible project disruptions.

To view the project webpage, please visit: www.bainbridgewa.gov, click on projects (top bar) and select *Fort Ward Hill Reconstruction & Shoulder Widening Phase II*.

Local Agency Standard Consultant Agreement	Consultant/Address/Telephone Skillsings Connolly, Inc. PO Box 5080 5016 Lacey Blvd. SE Lacey, WA 98509						
☒ Architectural/Engineering Agreement ☐ Personal Services Agreement	Project Title and Work Description Fort Ward Hill PS&E, Bid and Construction Assistance						
Agreement Number 13045							
Federal Aid Number							
Agreement Type (Choose one) ☐ Lump Sum Lump Sum Amount \$ _____ ☐ Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method ☐ Actual Cost ☐ Actual Cost Not To Exceed _____ % ☐ Fixed Rate _____ % Fixed Fee \$ _____ ☒ Specific Rates Of Pay ☒ Negotiated Hourly Rate ☐ Provisional Hourly Rate ☐ Cost Per Unit of Work	DBE Participation ☐ Yes ☒ No _____ %						
Federal ID Number or Social Security Number 91-1212924							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"> Do you require a 1099 for IRS? ☐ Yes ☒ No </td> <td style="width: 30%;"> Completion Date </td> </tr> </table>		Do you require a 1099 for IRS? ☐ Yes ☒ No	Completion Date				
Do you require a 1099 for IRS? ☐ Yes ☒ No	Completion Date						
<table style="width: 100%;"> <tr> <td style="width: 70%;">Total Amount Authorized:</td> <td style="width: 30%; text-align: right;">\$ 41,442.44</td> </tr> <tr> <td>Management Reserve Fund:</td> <td style="text-align: right;"><u>4,144.24</u></td> </tr> <tr> <td>Maximum Amount Payable:</td> <td style="text-align: right;"><u>\$45,586.68</u></td> </tr> </table>		Total Amount Authorized:	\$ 41,442.44	Management Reserve Fund:	<u>4,144.24</u>	Maximum Amount Payable:	<u>\$45,586.68</u>
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Maximum Amount Payable:	<u>\$45,586.68</u>						

Index of Exhibits (Check all that apply):

- | | |
|---|---|
| ☒ Exhibit A-1 Scope of Work
☐ Exhibit A-2 Task Order Agreement
☐ Exhibit B-1 DBE Utilization Certification
☒ Exhibit C Electronic Exchange Data
☐ Exhibit D-1 Payment - Lump Sum
☐ Exhibit D-2 Payment - Cost Plus
☒ Exhibit D-3 Payment - Hourly Rate
☐ Exhibit D-4 Payment - Provisional
☐ Exhibit E-1 Fee - Lump/Fixed/Unit
☒ Exhibit E-2 Fee - Specific Rates
☒ Exhibit "F" - Overhead Cost
☒ Exhibit "G" - Subcontracted Work
☐ Exhibit G-1 Subconsultant Fee | ☒ Exhibit G-2 Fee - Sub Specific Rates
☒ Exhibit G-3 Sub Overhead Costs
☒ Exhibit H Title VI Assurances
☒ Exhibit I Payment Upon Termination of Agreement
☒ Exhibit J Alleged Consultant Design Error Procedures
☒ Exhibit K Consultant Claim Procedures
☐ Exhibit L Liability Insurance Increase
☒ Exhibit M-1a Consultant Certification
☒ Exhibit M-1b Agency Official Certification
☒ Exhibit M-2 Certification - Primary
☒ Exhibit M-3 Lobbying Certification
☒ Exhibit M-4 Data Certification
☒ App. 31.910 Supplemental Signature Page |
|---|---|

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, between the Local Agency of **City of Bainbridge Island, Washington**, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such

instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager. **VI Sub-Contracting**

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the Subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY. **VII Employment**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of

the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents

to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

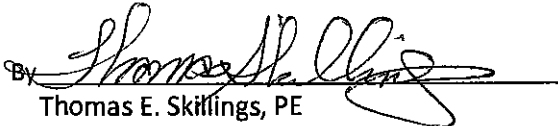
XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Skillings Connolly, Inc.

City of Bainbridge Island

By 
Thomas E. Skillings, PE
President

By _____
Signing Authority

Exhibit A-1 Scope of Work

City of Bainbridge Island Department of Public Works Fort Ward Hill Road – Phase 2 Bolero Lane to NE Sunny Hill Circle

PS&E Revisions, Bid Assistance, Construction Assistance

INTRODUCTION

This project will widen shoulders and reconstruct Fort Ward Hill Road from Bolero Lane to NE Sunny Hill Circle (approximately 1,600 feet). The roadway will consist of two 10-foot lanes, two 5-foot shoulders, with enclosed storm drains and/or ditches on each side to collect and convey the stormwater runoff. The existing roadway horizontal alignment will remain essentially the same. The vertical alignment will be modified to allow for super elevation at the horizontal curves.

Skilling Connelly has prepared construction plans, special provisions, and a construction cost estimate for the project. The project has now been incorporated into the Statewide Transportation Improvement Plan for federal construction funding, the Environmental Classification Summary has been approved by the Washington State Department of Transportation, and the plans are being reviewed by WSDOT Local Programs.

The City of Bainbridge Island (CITY) is requesting assistance to incorporate changes to the PS&E as suggested by WSDOT and CITY reviews, bid period assistance, and design assistance during construction.

The following scope of work delineates tasks to be performed as part of the agreement between Skilling Connelly, Inc. (CONSULTANT) and the City of Bainbridge Island (CITY).

Project Assumptions:

- Work will be performed in accordance with City of Bainbridge Island Road Standards and references contained therein.
- The project is a Federal-aid project.
- All plan sheets will be prepared in AutoCAD2012 format.
- All roadway design will be done using Civil3D2012 software.
- Project advertisement will be in April 2013.
- Construction will start in late May and will include 40 working days.

REFERENCES

The CONSULTANT shall perform services set forth in this SCOPE OF WORK on behalf of the City using procedures specified by the CITY and in compliance with the standards and requirements set forth in the following procedures, regulations and most current (at the time of execution of this agreement) adopted manuals which by reference, are made a part of this Agreement.

- Current (as of the date of execution of the agreement) CITY standards and ordinances:
 - City of Bainbridge Island Code.
 - City of Bainbridge Island Comprehensive Plan, Transportation Section.

- City of Bainbridge Island Land Use and Development Procedures
- City of Bainbridge Island Critical Areas Ordinance.
- City of Bainbridge Island Non-Motorized Transportation Plan.
- City of Bainbridge Island Capital Facilities Plan.
- Current (as of the date of execution of the agreement) versions of the following publications and manuals shall be applicable when specifically cited in the City of Bainbridge Island Road Standards or when required by state or federal funding authorities:
 - *Standard Specifications for Road, Bridge, and Municipal Construction*, published by the Washington State Department of Transportation (WSDOT).
 - *Standard Plans for Road, Bridge, and Municipal Construction*, published by WSDOT.
 - *Design Manual*, published by WSDOT.
 - *Local Agency Guidelines*, published by WSDOT.
 - *A Policy on Geometric Design of Highways and Streets*, published by AASHTO.
 - *Roadside Design Guide*, published by AASHTO.
 - *Manual on Uniform Traffic Control Devices*, published by the U.S. Department of Transportation, Federal Highway Administration, as amended and approved by WSDOT.
 - *Construction Manual*, published by WSDOT.
 - *Traffic Manual*, published by WSDOT.
 - *Highway Capacity Manual*, published by Transportation Research Board.
 - Department of Ecology's *Stormwater Manual for Western Washington*

Task 100 – Project Management

Assumptions:

- CITY will provide minutes/notes of all meetings attended.
- The CITY will pay all permitting and design review fees, if any. The CITY will coordinate with public transportation, school, emergency services, and law enforcement agencies.

Task Description:

1. CONSULTANT will be available for phone consultation throughout the project.
2. CONSULTANT will provide quality control in-house through peer review and principal quality checks.
3. Prepare monthly billings with progress reports.
4. CONSULTANT will maintain a design diary documenting approaches, problems, decisions, and actions. Diary shall be maintained continuously throughout the project. (Finalize diary at bid opening)

Deliverables:

- Monthly invoices and status reports.
- Project diary.

Task 200 – PS&E Revisions

Assumptions:

There will be plan revisions required or suggested by WSDOT Local Programs and CITY plan reviews. These revisions will require design changes, plan sheet revisions, quantity changes, specification changes, and revisions to the estimate of probable construction cost.

Task Description:

1. Design Revisions

Design revisions resulting from the CITY and WSDOT reviews will be completed. One change known to-date is that a design-build retaining wall will not be allowed by WSDOT; therefore, the wall will need to be designed and appropriate specifications written. It is also recommended that the originally specified guardrail terminals be revised to more appropriate crashworthy terminals.

2. Plan Sheet Revisions

Plan sheet revisions resulting from the CITY and WSDOT reviews will be completed.

3. Quantities Revisions/Item Revisions

The CONSULTANT shall verify bid items and calculate quantities for each item. The quantity notebook will be updated to include the design/plan revisions. Quantities shall be summarized on the summary of quantity sheets. Each bid item will be listed in the summary of quantities sheet.

4. Special Provisions.

The CONSULTANT will update the electronic Special Provisions to include the design/plan revisions. The latest (January 2013) WSDOT/APWA general specifications based on the WSDOT 2102 *Standard Specifications for Road, Bridge, and Municipal Construction* will be used.

5. Estimate of Probable Construction Cost

The estimate of probable cost will be updated to include the design/plan revisions.

Deliverables:

- Revised PS&E.
- Revised quantity calculations notebook.
- Comment/response matrix from CITY and WSDOT reviews.

Task 300 – Final Contract Documents

Assumptions:

- Reviews have been completed and comments received from all previous submittals.
- CITY will assemble final Project Manual and Specifications.

Task Description:

Upon completion, review and approval of the revised plans, specifications, and estimate (PS&E) the CONSULTANT shall finalize the drawings and General and Special Provisions based on the CITY's last plan review comments, if any. The CONSULTANT will maintain a review comment matrix tracking sheet to assist in following responses to the CITY's comments.

The tasks that have been identified are as follows:

1. Final Plan Set
2. Following the CITY review of the revised plans the CONSULTANT shall make any changes, modifications or additions necessary.
3. Final Plan Quantities
4. The CONSULTANT shall revise quantities to reflect any changes to the revised plans. The quantity notebook will be updated for each bid item, as will the summary of quantity sheets.
5. Final Specifications.
6. The CONSULTANT shall revise and provide electronic General and Special Provisions for incorporation into the CITY's specification document.

Deliverables:

- One (1) copy of final plan set and copy of all design calculations including design criteria and references. Final documents will be submitted in hard copy and on CD.
- Quantity calculations notebook.
- Special Provisions submitted as a part of the PS&E package.
- Final cost estimate.
- Final copy of review comment matrix with responses.

Task 400 – Bid Period Services

Assumptions:

- Prospective bidders will have questions during the advertisement period requiring assistance from Skillings Connolly.
- One addendum to the project package will be required. Additional addendum assistance will be considered outside this scope of work and CONSULTANT'S effort will be negotiated as a supplement to this agreement.

Task Description:

1. Advertising Period Assistance
CONSULTANT will be available to answer CONTRACTOR questions and provide advice to the CITY on these questions. All CONTRACTOR questions shall come through the CITY and not directly to the CONSULTANT; all responses to the CONTRACTOR will be by the CITY.
2. Addendum Preparation
Should CONTRACTOR questions point out the need for an addendum to the plans or specifications the CONSULTANT shall:
 - 2.1 Prepare the necessary plan revisions
 - 2.2 Revise the item quantities and summary of quantities sheets
 - 2.3 Revise the Special Provisions as needed.

Deliverables:

- Response to CONTRACTOR questions via the CITY.
- One project addendum, if required.

Task 500 – Design Assistance during Construction

Assumptions:

- The CONTRACTOR will have design questions during construction that require assistance from CONSULTANT.
- Design requirements may require a change order to the contract.
- The CITY may request assistance in preparing change orders. Two change orders are anticipated in this scope, additional change order assistance will be considered outside this scope of work and CONSULTANT'S effort will be negotiated as a supplement to this agreement.
- CONSULTANT will attend Pre-construction Conference with CITY and CONTRACTOR.
- CITY will prepare and distribute the Pre-construction Conference minutes.
- CONSULTANT will review and mark-up CONTRACTOR shop drawings and recommend CITY approve or return for correction.

Task Description:

1. Design Questions
CONSULTANT will be available to answer CONTRACTOR questions and provide advice to the CITY on these questions. All CONTRACTOR questions shall come through the CITY and not directly to the CONSULTANT; all responses to the CONTRACTOR will be by the CITY.
2. Change Order Preparation
Should CONTRACTOR questions point out the need for a change order the CONSULTANT shall, at the request of the CITY:
 - Prepare the necessary change order plans.
 - Draft the change order for CITY acceptance.
 - Prepare the change order quantities.
 - Visit the site up to two times, as needed.
 - Provide advice to the CITY as needed for negotiating the change order with the CONTRACTOR.
3. Pre-construction Conference
CONSULTANT will attend the pre-construction conference to either discuss the design intent or to respond to questions.
4. Shop Drawing Review
CONSULTANT will review and mark-up CONTRACTOR shop drawings and recommend CITY approve or return for correction.

Deliverables:

- Response to CONTRACTOR questions via the CITY.
- Two change orders, if required.
- Up to two site visits as needed.
- Attendance at pre-construction conference
- Shop drawings reviewed and marked for CITY response to CONTRACTOR

Task 600 – Construction Administration

Assumptions:

- Overall project management will be by the CITY.

Task Description:

Provide construction phase project administration consulting to the CITY by performing the following services:

1. Record of Materials
CONSULTANT shall assist the CITY in developing appropriate Record of Materials information.
2. Contract administration
CONSULTANT shall be available via phone and/or e-mail to assist CITY with construction administration documentation and/or advice. 40 total hours are estimated.
3. Other services as mutually agreed
CONSULTANT agrees to provide other services as may be required. If these services will incur additional costs to CONSULTANT all parties agree to good faith negotiations.

END SCOPE OF WORK

Prepared by:  Date: 3/19, 2013
Gerald E. Smith, P.E.

Reviewed by:  Date: 3/20, 2013
Thomas E. Skillings, P.E.

Exhibit C

Electronic Exchange of Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the Agency. The format and standards to be provided may include, but are not limited to, the following:

- I. Surveying, Roadway Design & Plans Preparation Section
 - A. Survey Data
 - B. Roadway Design Files
 - C. Computer Aided Drafting Files
 - D. Specify the Agency's Right to Review Product with the Consultant
 - E. Specify the Electronic Deliverables to Be Provided to the Agency
 - F. Specify What Agency Furnished Services and Information Is to Be Provided
- II. Any Other Electronic Files to Be Provided
- III. Methods to Electronically Exchange Data
 - A. Agency Software Suite
 - B. Electronic Messaging System
 - C. File Transfers Format

Exhibit D-3

Payment (Negotiated Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.
2. **Direct Non-Salary Costs:** Direct non-salary costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
3.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs."
 - b. The billing for direct non-salary costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d.
 - e. All above charges must be necessary for the services provided under this AGREEMENT.
4. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

5. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
6. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", including names and classifications of all employees and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
7. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT shall refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

8. **Inspection of Cost Records:** The CONSULTANT and their Subconsultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit E-2A
Consultant Fee Determination – Fee Schedule
(Specific Rates of Pay)

Discipline or Job Title	Hourly Rate	Overhead @ 190.54 %	Profit @ 32%	Rate Per Hour
Principal-in-Charge	\$42.98	\$81.89	\$13.75	\$138.63
Senior Project Manager	\$37.50	\$71.45	\$12.00	\$120.95
Project Engineer	\$33.25	\$63.35	\$10.64	\$107.24
Technician	\$25.00	\$47.63	\$8.00	\$80.63
Project Administrator	\$27.30	\$52.02	\$8.74	\$88.05

Exhibit E-2B
Consultant Fee Determination – Man-Hours
(Specific Rates of Pay)

PROJECT NAME: 13045 CITY OF BAINBRIDGE ISLAND FORT WARD HILL PHASE 2 PS&E REVISIONS, BID ASSISTANCE AND CONSTRUCTION ASSISTANCE		PRINCIPAL-IN- CHARGE	SENIOR PROJECT MANAGER	PROJECT ENGINEER	TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION					
100	PROJECT MANAGEMENT					
100.1	Phone consultation availability.		8	24		
100.2	Quality control.	4	8			
100.3	Prepare monthly billings with progress reports.		4			24
100.4	Maintain a design diary.			8		
200	PS&E REVISIONS					
200.1	Design Revisions			4		
200.2	Plan Sheet Revisions	2	8	24	24	
200.3	Quantities Revisions/Item Revisions			4	4	
200.4	Special Provisions Update		2	4	8	
200.5	Estimate of Probable Construction Cost - Update		2	4	4	
300	FINAL CONTRACT DOCUMENTS					
300.1	Final Plan Set	2	2	16	12	
300.2	Final Plan Quantities			4	2	
300.3	Final Specifications		2	4	2	
400	BID PERIOD SERVICES					
400.1	Contractor RFI		4	16		
400.2	Addendum Preparation		4	16	4	
500	DESIGN ASSISTANCE/CONSTRUCTION					
500.1	Contractor RFI during Construction		4	8		
500.2	Change orders & site visits		12	32		
500.3	Preconstruction conference.		4	4		
500.4	Shop drawing review.		2	16		
600	CONSTRUCTION ADMINISTRATION					
600.1	Record of Materials assistance		4			
600.2	Administration consultation		8	32		
	HOURS PER DISCIPLINE	8	78	220	60	24

Exhibit E-2C
Consultant Fee Determination - Summary Sheet
(Specific Rates of Pay)

NEGOTIATED HOURLY RATE (NHR):					
Classification	Man Hours	x	Rate	=	Cost
PRINCIPAL-IN-CHARGE	8	x	\$138.63	=	\$1,109.04
SENIOR PROJECT MANAGER	78	x	\$120.95	=	\$9,434.10
PROJECT ENGINEER	220	x	\$107.24	=	\$23,592.80
TECHNICIAN	60	x	\$80.63	=	\$4,837.80
PROJECT ADMINISTRATOR	24	x	\$88.05	=	\$2,113.20
Total Hours =	390				Total NHR = \$41,548.28
REIMBURSABLES:					
Mileage	600	x	\$0.565	=	\$339.00
Miscellaneous Expenses	\$15.00	x	10%	=	\$16.50
					Total Expenses= \$355.50
SUBCONSULTANT COST (See Exhibit G):					
Materials Testing	\$0.00	x	0%	=	\$0.00
Subconsultant 1	\$0.00	x	10%	=	\$0.00
Subconsultant 2	\$0.00	x	10%	=	\$0.00
Subconsultant 3	\$0.00	x	10%	=	\$0.00
					Total Subconsultants = \$0.00
SUB-TOTAL (NHR + REIMBURSABLES + SUBCONSULTANTS):					
					Sub Total = \$41,903.78
MANAGEMENT RESERVE FUND:					
SUB TOTAL =	\$41,548.28	x	10%	=	MRF = \$4,154.83
GRAND TOTAL					
					GRAND TOTAL = \$45,858.61
PREPARED BY: <u>Gerald E. Smith, PE</u> REVIEWED BY: <u>Thomas E. Skillings, PE</u> DATE: <u>03/13/2013</u> DATE: <u>03/13/2013</u>					

Exhibit E-2C
Consultant Fee Determination - Expenses
(Specific Rates of Pay)

Item	Description	Basis	Quantity	Rate	Total
1	Telephone	Month			\$0.00
2	Bridge Toll	Each	3	\$5.00	\$15.00
3	Lodging	Day			\$0.00
4	Per Diem-Meal	Day			\$0.00
5	Photo Copies - Blk & White	Each		\$0.10	\$0.00
6	Photo Copies - Color	Each		\$0.35	\$0.00
7	Half Sized Prints	Each		\$3.00	\$0.00
8	Full Sized Prints	Each		\$6.00	\$0.00
9	Postage	Month			\$0.00
10	Shipping	Month			\$0.00
11	FAXs	Each			\$0.00
12	Miscellaneous Project Costs	Month			\$0.00
13	Miscellaneous Survey Costs	Estimated			\$0.00
14	Traffic Control	Estimated			\$0.00
	Total Miscellaneous Expenses				\$15.00
	Mileage	Per Mile	600	0.565	\$339.00
	Total Expenses				\$354.00
Assumptions					
1	Telephone	Estimated			
2	Auto Rental	Estimated trips			
3	Mileage	Estimated miles			
4	Lodging				
5	Per Diem-Meal				
6	Photo Copies - Blk & White	Estimated			
7	Photo Copies - Colored	Estimated			
8	Half Sized Prints				
9	Full Sized Prints				
10	Postage	Estimated			
11	Shipping	Estimated			
12	FAXs	Estimated			
13	Miscellaneous Project Costs	Estimated			
14	Miscellaneous Survey Costs	Estimated			
15	Purchase Order	Estimated			
Prepared by: Gerald E. Smith, PE		03/13/2013			

Exhibit F

Breakdown of Overhead Cost

Account Classification		
DIRECT LABOR	813,601	100.00
FRINGE BENEFITS		
Payroll Taxes	205,349	25.24%
Insurance	112,274	13.80%
Other Employee benefits	-	0.00%
Vacation/Sick/Holiday	136,517	16.78%
Fringe Benefit Adjustment	(36,800)	-4.52%
TOTAL FRINGE BENEFITS	417,340	51.30%
OVERHEAD COSTS		
Indirect Labor	236,047	29.01%
Uncompensated Overtime	1,223	0.15%
Bid and Proposal Labor	454,941	55.92%
Payroll Variance	(2,264)	-0.28%
Trade Show and Misc U/A Labor	(8,617)	-1.06%
Maintenance and Repair	2,459	0.30%
Utilities - Heat and Lights	16,739	2.06%
Utilities - Telephone	51,196	6.29%
Utilities - Other	908	0.11%
Postage and Shipping	2,550	0.31%
Proposal Expenses	377	0.05%
Supplies & Expense - Field	1,262	0.16%
Supplies & Expense - Office	26,932	3.31%
Software & Software Licenses	14,100	1.73%
Fees	6,636	0.82%
Books & Publications	1,100	0.14%
Auto - Gas, Oil and Lube	17,132	2.11%
Auto - Maintenance and Repair	4,475	0.55%
Mileage - Non-billable	12,760	1.57%
Personal Use of Company Auto	(12,233)	-1.50%
Rent	90,414	11.11%
Equipment Rental	2,082	0.26%
Licenses	4,083	0.50%
Taxes - Property	2,243	0.28%
Taxes - State Excise	46,067	5.66%
Taxes - Other Taxes	5,684	0.70%
Depreciation	73,729	9.06%
Insurance - Fire/General Liability	21,900	2.69%
Insurance - Professional Liability	26,734	3.29%
Legal	660	0.08%
Meals - Out of Town	214	0.03%
Travel	636	0.08%
Lodging	2,363	0.29%
Seminars & Education	6,513	0.80%
Dues & Subscriptions	17,446	2.14%
Gain on Sale of Fixed Assets	(1,199)	-0.15%
Purchase Discounts	1	0.00%
TOTAL GENERAL OVERHEAD	1,127,293	138.56%
TOTAL OVERHEAD	1,544,633	189.85%
Overhead Rate (Less FCC)	5,574	0.69%
OVERHEAD RATE		<u>190.54%</u>

Exhibit H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Subconsultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any Subconsultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a Subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant
(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct non-salary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including Subconsultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the

project in which the design error took place. The agency is to provide H&LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further

action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that includes the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s)
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit M-1(a)
Certification Of Consultant

Project No. 12137

Local Agency: **City of Bainbridge Island**

I hereby certify that I am **Thomas E. Skillings, President** and am a duly authorized representative of the firm of **Skillings Connolly, Inc.** whose address is **5016 Lacey Blvd. SE, Lacey, WA 98503** and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

3/20/2013
Date


Thomas E. Skillings, PE
President

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of **City of Bainbridge Island**, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility Matters-
Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(B) of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): **Skillings Connolly, Inc.**

3/20/2013
Date

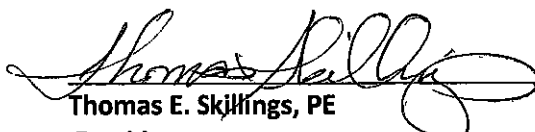

Thomas E. Skillings, PE
President

Exhibit M-3
Certification Regarding The Restrictions
Of The Use of Federal Funds For Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): **Skillings Connolly, Inc.**

3/20/2013
Date

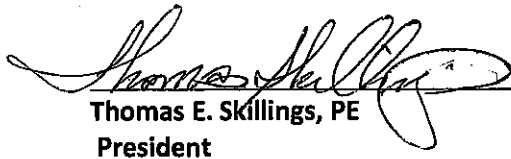

Thomas E. Skillings, PE
President

Exhibit M-4

Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of **Fort Ward Hill PS&E Assistance, Bid Assistance and Construction Assistance** are accurate, complete, and current as of March 13, 2013. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm **Skillings Connolly, Inc.**

Name **Thomas E. Skillings, PE**

Title **President**

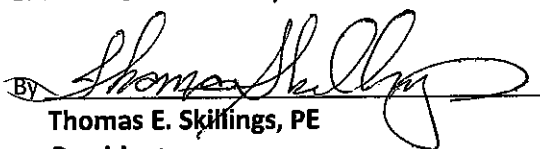
Date of Execution: **March 13, 2013**

Supplemental Signature Page for Standard Consultant Agreement	Consultant/Address/Telephone Skillings Connolly, Inc. PO Box 5080 5016 Lacey Blvd. SE Lacey, WA 98509
Agreement Number 13045	Project Title And Work Description Fort Ward Hill PS & E Assistance, Bid Assistance and Construction Assistant
Federal Aid Number	
Local Agency City of Bainbridge Island, Washington	

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, between the Local Agency of **City of Bainbridge Island, Washington**, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

SKILLINGS CONNOLLY, INC.

By 
**Thomas E. Skillings, PE
President**

CITY OF BAINBRIDGE ISLAND, WASHINGTON

By _____

By _____

By _____

By _____

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Fletcher Bay Well House Repair and Refurbishment Project - Bid Rejection & Construction Award	Date: April 10, 2013
Agenda Item: Consent Agenda	Bill No.: 13-039
Proposed By: Lance Newkirk, Public Works Director	

BUDGET INFORMATION

Fund: 2013 Annual Water Preservation Program @ \$139k

Expenditure Req: \$48,951.45	Budgeted? ☒ Yes ☐ No	Budget Amend. Req? ☐ Yes ☒ No
------------------------------	---	--

REFERRALS/REVIEW

Study Session: 04/03/2013	Move to April 10, 2013 Business Meeting	
City Manager: ☒ Yes ☐ No	Legal: ☒ Yes ☐ No	Finance: ☒ Yes ☐ No

DESCRIPTION/SUMMARY

Action Item:

Consider rejecting bid from Coultas General Contracting and award construction contract to DP Wain Construction for the Fletcher Bay Well House Refurbishment Project.

History:

The Fletcher Bay Well House Refurbish project consists of refurbishment of the roof, siding, doors, and interior of the existing Fletcher Bay Well House.

Bids were solicited using the Small Works Roster process and two bids were received at the March 28, 2013 bid opening. The apparent low bidder was Coultas General Contracting in the amount of \$41,829.46. After further review, Coultas bid was determined non-responsive due to their bid proposal being late and not acknowledging Addendum No. 1 in the bid documents. Therefore, staff recommends awarding this project to DP Wain Construction in the amount of \$48,951.45 as the responsible bidder.

The engineer's estimate is \$42,136.80.

RECOMMENDED ACTION

**City of Bainbridge Island
PUBLIC WORKS DEPARTMENT**



MEMORANDUM

TO: City Council
Douglas Schulze, City Manager

FROM: Lance Newkirk, Public Works Director

DATE: For April 3, 2013

RE: Fletcher Bay Well House Repair and Refurbishment Project

Purpose

The repair and refurbishment project of the Fletcher Bay Well House will preserve and protect a critical water utility asset. This memorandum provides an overview of the project.

Background

The Fletcher Bay Well House treatment building was originally constructed in 1979 and is showing signs of age and water damage. An inspection of the building revealed a number of deficiencies that need to be addressed. To address these deficiencies the refurbishment project includes roofing repairs, siding replacement where rotted, door replacement, exterior and interior painting, and the installation of secondary containment structure to capture chlorinated and fluoridated water from interior floor drains.

The proposed repairs complete a series of repair, replacement and upgrade projects to the facility over the last few years. These projects have included:

- Rehabilitate Well and Replace Well Pump (2005)
- Replace Booster Pump and Associated Equipment (2006)
- Replace Programmable Logic Controller (2008)
- Replace Well Pump (2009)
- Replace Well Pump Variable Frequency Drive

Summary

With the completion of the recommended and recently completed repairs, the Fletcher Bay Well House treatment building will continue to provide the City's water customers with reliable water service long into the future.



City of Bainbridge Island

Public Works Department - Engineering

Project: Fletcher Bay Well House Refurbishment Project

Bid Opening Date: Bids Due on March 28, 2013 @ 11:00 am

Open Bids @ 11:15 am

Note: Bids Are Opened in Order Received. Bids Solicited by: ☐ Advertisement ☒ Small Works Roster The Engineers Estimate is:	DP WAIN CONSTRUCTION PO Box 3771 Silverdale, WA 98383	COULTAS GENERAL CONT. PO Box 549 Poulsbo, WA 98370		
Proposal – <i>Items of Work & Materials, Estimated Quantities, Units of Measurement.</i>	√	√		
Proposal – Signature Page	√	√		
Addendum Acknowledged	√			
Non-Collusion Declaration	√	√		
Proposal Bond (5%)	√	√		
Statement of Bidders Qualifications	√	√		
Base Bid	\$ 45,075.00	\$ 38,517.00		
Sales Tax	3,876.45	3,312.46		
TOTAL BID AMOUNT	\$ 48,951.45	\$ 41,829.46		

A total of 2 bids were received for the **Fletcher Bay Well House Refurbishment Project**. Project Manager, Larry Ward, has reviewed all the bids and recommends that the City Council award the contract to the apparent low bidder, DP Wain Construction in the amount of \$48,951.45.

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Washington Traffic Safety Commission's School Zone Flashing Lights Program	Date: April 10, 2013
Agenda Item: Consent Agenda	Bill No.: 13-043
Proposed By: Doug Schulze, City Manager	

BUDGET INFORMATION

Depart/Fund:	N/A	Munis Contract #
Expenditure Req:	N/A	Budgeted? ☐ Yes ☐ No
		Budget Amend. Req? ☐ Yes ☐ No

REFERRALS/REVIEW

Study Session: April 3, 2013	Recommendation: Forward to April 10, 2013 Business Meeting.
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☐ Yes ☐ No ☒ N/A
	Finance ☐ Yes ☐ No ☒ N/A

DESCRIPTION/SUMMARY

Action Item:

Consider authorizing the City Manager to submit a request for proposal for Washington Traffic Safety Commission's School Zone Flashing Lights Program.

Background:

Governmental agencies and political subdivisions within Washington State are invited to participate in grant funded projects to purchase school zone flashing beacons/lighting to be used in legally marked elementary or middle school zones.

The purpose of this project is to eliminate deaths and serious injuries that occur from collisions in school zones. Speeding is a significant factor in these collisions and a study completed by the WTSC identified flashing yellow beacons/lighting as one of the most effective ways to reduce speeds of vehicles in school zones. This grant provides a mechanism for schools to purchase these lights and the resulting consistency of signage will help to ensure that school zones are more easily identified by motorists. This furthers our ultimate goal to enhance the safety of students who walk and bicycle to and from school.

Schedule/Next Activities:

Proposals for school zone flashing beacon/lighting projects for elementary and middle schools in Washington are due on Friday, May 3, 2013.

For more information, please see <http://www.wtsc.wa.gov/grants/annual-grants-for-traffic-safety/> or contact Kathy Droke, School Zone Safety Program Manager, kdroke@wtsc.wa.gov, 360-725-9883.

RECOMMENDED ACTION



STATE OF WASHINGTON

WASHINGTON TRAFFIC SAFETY COMMISSION (WTSC)

Send Proposal to:

Kathy Droke

PO Box 40944

Olympia, WA 98504-0944

REQUEST FOR PROPOSALS (RFP)

PROPOSAL TITLE: School Zone Flashing Beacon/Lighting Project

Proposal Due Date: May 3, 2013

Approval/Denial Notification: June 17, 2013

Governmental agencies and political subdivisions within Washington State are invited to participate in grant funded projects to purchase school zone flashing beacons/lighting to be used in legally marked elementary or middle school zones.

The purpose of this project is to eliminate deaths and serious injuries that occur from collisions in school zones. Speeding is a significant factor in these collisions and a study completed by the WTSC identified flashing yellow beacons/lighting as one of the most effective ways to reduce speeds of vehicles in school zones. This grant provides a mechanism for schools to purchase these lights and the resulting consistency of signage will help to ensure that school zones are more easily identified by motorists. This furthers our ultimate goal to enhance the safety of students who walk and bicycle to and from school.

Scope of Solicitation

The Washington Traffic Safety Commission (WTSC) is soliciting proposals from qualified agencies to install flashing yellow beacon/lighting in designated and legally marked **elementary or middle** school zones.

The WTSC has up to \$1 million available (from July 1, 2013 through June 30, 2014) contingent upon receipt of funding, for the purchase of equipment hardware, software and signage to mark elementary or middle school zones with flashing yellow beacons/lighting.

A flashing yellow beacon/lighting system is defined to include: yellow lighted beacons (as defined by the Manual of Uniform Traffic Control Devices (MUTCD) for school zone use), **'20 MPH when flashing'** speed limit signage mounted to approved poles and powered by solar or electrical energy, software to control the system and additional signage required by the MUTCD to ensure proper marking of a designated school zone.

WAC 392-151-035 allows for different signage in school zones; however, **only** the signs below are authorized in this grant. (Refer to photos in Exhibit 1 for acceptable signage)



Exhibit 1

Applicant Eligibility

The following agencies are eligible to apply for this project:

- State Agencies
- Cities and Counties
- Tribal Governments
- School Districts, Individual Elementary Schools, Individual Middle Schools, ESD, and OSPI

Qualifications of Applicant Agencies:

Desirable qualifications include the:

1. Ability to deliver program services as defined in the approved proposal;
2. Ability to collaborate with other affected organizations;
3. Ability to **install and maintain flashing light system and signage**; and
4. Ability to report on the average speeds documented before and after the activation of the flashing light system.

Scope of Work

Requests for the school zone flashing light systems must include:

- An agreement by grantee to install flashing light system as defined under Scope of Solicitation on page 1.
- Appropriate pre installation data for the following:
 - Average speed in school zones;
 - Number of traffic fatalities and serious injuries from 2011-2012;
 - Average daily traffic;
 - Number of students attending school; and
 - Number of students who regularly walk or bike to school.
- ◆ A statement regarding eligibility of applicant (city, county, state, tribal).
- ◆ The name of the responsible contact within the agency.
- ◆ Identification of the proposed site(s), including a letter of concurrence from WSDOT, county/city engineers, or public works office.
- ◆ A planned schedule of project milestones that include:
 - ◆ When hardware is ordered

- ◆ When hardware is received
- ◆ When installation is scheduled
- ◆ When installation is completed

Project Period

Projects must begin no sooner than July 1, 2013, and installation must be **completed** within 6 months of grant approval.

Invoicing Requirements

Invoices should be submitted to WTSC as soon as the project is **completed**. Proof of installation (a picture of the installed lights) must be included with the invoice and supporting documents for the payment to be processed. All invoices must be received no later than **February 28, 2014**.

Reporting Requirements

A final report shall be submitted to WTSC by February 28, 2015, detailing the impact of this project within the school zone, including the pre and post evaluation measures (i.e. reduction in speed, reduction in collisions). One year of post installation **collision data** should be included as well.

Contract Terms/Funding

Approved projects may not exceed \$7,500 in funding **per school zone**. However, proposals may include more than one school zone.

Approved funds shall be used only for the purchase of lighting hardware, computer software and **MUTCD approved** signage and markings, as shown in Exhibit 1. (See WAC 392-151-035)

WTSC grants are funded on a **cost reimbursement basis only**. No payments in advance or in anticipation of goods and services will be made by WTSC. All costs for the purchase of the flashing light system will be reimbursed to the approved applicant following proper invoicing to WTSC.

Costs for installation and maintenance of the flashing light system are the responsibility of the grantee.

Submission of Proposals

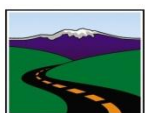
Agencies are required to submit **two (2) original signed copies** of their proposal. The proposal may be mailed or hand delivered, and must arrive at the **WTSC no later than 5:00 p.m. May 3, 2013.** One original proposal and any accompanying documentation become the property of WTSC and will not be returned. Upon approval, the second original proposal will be signed by the Director of the WTSC and returned to the applicant. E-mail submissions **will not** be considered.

Agencies mailing proposals should allow three business days delivery time to ensure timely receipt of their proposals at WTSC.

1. Proposals should contain information outlined in the Scope of Work (Page 1).

Upon receipt, WTSC staff will review the applications. Final approval of projects will be made by the Director of the WTSC.

Applicants will be notified in writing of project approvals/denials no later than **June 17, 2013.**



SCHOOL ZONE - FLASHING LIGHTS PROPOSAL

Advertising Procedures

This proposal is being sent to a statewide list of prospective constituents.

Washington Traffic Safety Commission
PO Box 40944, Olympia, WA 98504-0944
Phone: 360.725.9883 FAX: 360.586.6489
[School Zone Flashing Lights Grants](#)
Kathy Droke, Grant Manager
kdroke@wtsc.wa.gov

Section 1 Authorization

Applicant agency/organization: _____

Name of school/school district: _____

Applicant project director: _____

Name		Title	
Address	City, Zip	E-mail	Telephone

Applicant agency/organization authorizing official (person with contracting authority if different than above):

Name		Title	
Address, if different than above	City, Zip	E-mail	Telephone

Signature	Date
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WTSC Use Only:

Grant Manager: Kathy Droke

Planned Project Duration: From: July 1, 2013 To: June 30, 2014

Approved by Name: Darrin Grondel Title: Director

Signature: _____ Date: _____

Washington Traffic Safety Commission

Project Agreement

Section 2

Description of Activity

- | |
|--|
| |
|--|

- | | 2012 (January to December) |
|--|----------------------------|
| Average Speed | |
| Average Daily Traffic (ADT) | |
| Fatalities | |
| Serious Injuries | |
| Number of Students Attending School | |
| Number of Students that Walk or Bike to School | |

- | | |
|-----------------------------|--|
| Date Hardware ordered | |
| Date Hardware received | |
| Date Installation scheduled | |
| Date Installation completed | |
| Other | |

Project Agreement**Section 3
Budget Summary**

Provide a budget summary of the project.

Amount Requested

Equipment: (Up to \$7,500.00 per school zone)

Zone 1 _____

\$ _____

Zone 2 _____

\$ _____

(If applicable)

Zone 3 _____

\$ _____

(If applicable)

Zone 4 _____

\$ _____

(If applicable)

(Projects are not limited to 4 zones.)

TOTAL REQUESTED:

\$ _____

City of Bainbridge Island
PLANNING & COMMUNITY DEVELOPMENT



MEMORANDUM

TO: City Council

FROM: Kathy Cook, Planning Director
Ryan Ericson, Associate Planner

DATE: April 4, 2013

RE: SMP Update – Council Study Session, April 10, 2013

Summary of Council Actions at March 13th SMP Study Session

At the City Council SMP study session on March 13th, the Council began their review of topics of interest which had not previously been discussed by the Council, as well as any preliminary recommendations that Council members wished to revisit. The topics and preliminary recommendations that the Council identified for discussion are listed in a separate section below, along with a summary of the applicable key provisions in the draft SMP Update.

At the March 13th study session, Council focused primarily on issues related to nonconformity, including whether terminology other than “non-conforming” should be used in the SMP Update. The Council previously had made a preliminary recommendation to continue using the concept and term “non-conforming,” rather than using the discretionary option offered by SSB 5451. After further discussion, the Council amended their recommendation, and directed staff to use the term “existing development” in the SMP Update to refer to legally permitted development that does not meet development standards in the revised code. This is the same term used in the Critical Areas Ordinance.

The Council also discussed the current and proposed SMP regulations relating to nonconforming structures, and reviewed how such structures are treated by shoreline, critical areas and zoning regulations. The Council voted unanimously, as a goal, to direct staff to work toward establishing consistency between the various regulations, and then focused on policies and regulations related to the replacement of nonconforming structures in the shoreline jurisdiction. After considerable discussion, the Council agreed to retain the provision that allows structures destroyed by an accident or natural disaster to be rebuilt in the same footprint. However, the Council recommended that structures that are voluntarily demolished by a property owner should be required to be rebuilt to conforming standards. Staff has drafted language that we believe reflects the intent of the Council. It is included for Council’s review in Attachment A, with revisions shown in strikeout/underline and highlighted in yellow.

Staff’s additional understanding from the Council discussion was that limited expansion within the buffer and away from the water would continue to be allowed for all existing primary single-family residences. Staff would like Council to confirm this direction. Proposed amendatory language is also included in Attachment A for Council’s review.

Purpose of April 10th SMP Study Session

The purpose of the April 10th study session is to continue the Council's discussion of remaining topics of interest, as listed below:

New Docks

Key provisions of the draft SMP Update include:

- Prohibit new docks in areas with:
 - geological hazards;
 - shallow sloping bottoms;
 - high currents; and
 - high waves
- Allow new docks in other areas when associated with single family residences, and when used for watercraft access. New docks may also be allowed for other uses (for example, ferry terminal or fishing charter) when there is a demonstrated need; and
- Mitigate potential impacts through:
 - Design
 - Location
 - Compensation.

Aquaculture

Key provisions of the draft SMP Update include:

- Limit intensive aquaculture to appropriate locations;
- Use best management practices;
- Apply requirements of existing light and noise ordinance to aquaculture operations;
- Defined parameters for individual shellfish gardens (accessory to a single family residence), including size limitation of 400 sq. ft;
- Defined parameters for community shellfish gardens, including size limitation of 1,000 sq. ft.;
- Defined parameters for intensive commercial shellfish gardens.

New and Existing Marine View Protection

Key provisions of the draft SMP Update include:

- Revise existing Structure Setback Line provisions to coordinate with dual-zone buffer system;
- Vegetation Maintenance and Removal:
 - Allow up to 25% removal of vegetation within the Shoreline Buffer for establishing a marine view;
 - Continue to allow pruning and trimming of shoreline vegetation;
 - Continue to allow removal of trees demonstrated to be hazardous; and,
 - Planting designs for compensatory mitigation may protect existing views from the subject property.

Protection and Enhancement of Water Dependent Uses

At the April 10th study session, the staff will be looking to the Council for direction on determining the areas of interest within this topic. For background purposes, the State Shoreline Master Act encompasses a three-pronged approach to managing physical and aesthetic qualities of natural shorelines of the state:

- Promote environmental conservation;
- Allow for water dependent development; and,
- Provide public access.

Uses which are consistent with pollution control regulations and which minimize adverse impacts to the natural conditions, or that are uniquely dependent on use of the shoreline, are preferred. Uses which are uniquely dependent on shorelines include:

- Watercraft access;
- Boating Facilities;
- Public Access;
- Recreational Use;
- Commercial/Industrial;
- Residential Accessory Structures (dock, boathouse); and,
- Shoreline Stabilization.

Motorized Vessels in Priority Aquatic Designation

Motorized vessels that are operated at speeds less than 5 knots or at a speed that don't generate a wake are allowed in Priority Aquatic A (existing Aquatic Conservancy) and Priority Aquatic B.

Additional Information to Assist in Council's Review of Remaining Topics

The following table is organized by each topic that the Council identified, and summarizes and provides electronic links to additional information, including the locations of minor changes identified by the City's consultant that make the draft SMP consistent with Department of Ecology guidelines. The summary of the information available in the table is as follows: existing sections in the current Shoreline Master Program (SMP); the corresponding section in the draft SMP (clean version); the state guideline provisions; relevant pages of the consistency analysis prepared by the City's consultant; public comment on the topics; and related Planning Commission meeting minutes.

Topic	1996 SMP Section	PC Draft SMP Section	WAC Provisions	Consistency Document	Public Comment	PC Meeting Minutes
New Docks	Section VI.C	Section 6.3	WAC 173-26-231(1), (2), (3)(a)	Items 51-53, 79-81, & 117	Through Mar 5, 2013	Sept 22, 2011; Nov 17 2011; Feb 2 2012
Aquaculture	Section V (C)	Section 5.2	WAC 173-26-241(3)(b)	Item 101	Through Mar 5, 2013	Sept 22, 2011
New and Existing Marine View Protection (Vegetation Management)	Zoning Code 18.2.03 0	Section 4.1.3.7	WAC 173-26-221(5)(a-c); 173-26-221 (4)(d)(iii)(v); and 173-26-241(3)(d)	Items 30 & 32	Through Mar 5, 2013	Sept 15, 2011; Feb 2, 2012
Water Dependant Uses						
Residential	Section	Section	WAC 173-26-241(j)	Items 49 & 72	Through	Aug 11, 2011, Nov

Accessory Structures	V (K)	5.9			Mar 5, 2013	17, 2011
Piers, Docks Floats	Section VI.C	Section 6.3	WAC 173-26-231(1), (2), (3)(a)	Items 51-53, 79-81, & 117	Through Mar 5, 2013	Sept 22, 2011; Nov 17 2011; Feb 2 2012
Recreational Development	Section VI.C	Section 5.8	WAC 173-26-241(3)(i)	Items 43, 108, 128, & 129	No comments	Aug 18, 2011
Public Access	Section III.G	Section 4.2.4	WAC 713-26-241	Items 27-29 & 77	Through Mar 5, 2013	Aug 18, 2011
Shoreline Stabilization	Section VI.F	Section 6.7	WAC 173-26-231(1), (2), (3)(a)	Items 48, 62, 65, & 70-75	Through Mar 5, 2013	Sept 22, 2011; Nov 17 2011; Feb 2 2012
Commercial/ Industrial	Section III.E & H	Section 5.4 and 5.6	WAC 173-26-231(1), (2), and (3)(a)	Items 39 46,55, 68, 111-114, & 117-121	No comments	July 28, 2011
Nonconforming Development	Section VII (K)	Section 4.2.1	WAC 173-26-191(2)(a)(iii)(A)	Item 145	Through Mar 5, 2013	June 21, 2011; Oct. 6, 2011; Oct. 13, 2011; Oct. 20, 2011; Feb. 2, 2012
Motorized Vessels in Priority Aquatic A	Section IV (H)	Section 3.3.2	WAC 173-26211(5)(c)	None	No comments	Nov 17, 2011 and Apr 12, 2012

Issues Identified by Staff

If time allows at the April 10th study session, staff would like to provide a brief presentation on the following additional staff recommendations:

- Remove 25% reduction of Shoreline Buffer to create Zone 2. The Department of Ecology has informed the City that this will not be approved;
- Add a provision to allow essential public facilities to increase height within shoreline jurisdiction above 30' with a view restriction analysis, in order to be consistent with the State Shoreline Management Act (This recommendation is a result of the City's Consistency Analysis); and,
- Review Section 7.0 Violations, Enforcement, and Penalties. This is an administrative section that was not reviewed by Planning Commission; it was included in the Council packet for the March 13 study session.

Next Steps--Public Hearing Draft

A public hearing draft SMP will be sent to City Council and made available on the City's website three weeks before the Public Hearing. This draft will include all of the Council's proposed changes to the Planning Commission's recommended draft SMP Update. To assist in the review of this document, staff will also provide a color-coded matrix showing language clarification, Council preliminary approved changes, and staff recommended amendments.

Reference Materials

The City Council may also find the following documents helpful in reviewing the meeting topics:

- Department of Ecology SMP Handbook
 - [Piers, docks, floats;](#)
 - [Aquaculture;](#)
 - [Vegetation Management;](#)
 - Water dependent use;
 - [Making sense of tough issues](#)
 - [Public access](#)
 - [Shoreline use.](#)

Attachment A: Proposed Amendatory Language

4.2.1 Nonconforming Uses, Non-Conforming Lots, and Existing Development

4.2.1.1 Applicability

This section applies to shoreline uses and/or structures that were lawfully established or constructed prior to the effective date of the initial adoption of the Master Program (November 26, 1996) or its amendments, but which do not conform to present regulations or standards of the Master Program.

4.2.1.2 Goal:

It is the purpose of this program to recognize legally established primary residential structures, and to allow them to be maintained, repaired, remodeled, replaced and in some cases expanded in conformance with these rules. Residential structures that do not conform to this program should, over time, as the owner proposes changes to the structure, conform as completely as possible to this program, with due regard to unique site conditions and property rights.

It is further the purpose of this program to ultimately, over time, have uses and commercial structures conform to the provisions of this program. Over time, uses and commercial structures that do not conform to the standards of this program should be phased out as uses cease or redevelopment of structures occurs.

Note: Existing structures and uses that do not conform to this program are not required to meet its requirements, unless the owner proposes changes to a structure or use that would require review under this Program.

4.2.1.3 Policies

1. Lawfully constructed commercial and industrial structures shall be allowed to be repaired, maintained, and remodeled provided that the alteration does not increase the nonconformity.
2. Lawfully constructed structures, established uses, public facilities, transportation structures, and/or lots of record located within the shoreline jurisdiction prior to the effective date of the Master Program but which do not conform to the present policies, regulations or standards, shall be allowed to continue and be repaired and maintained.
3. Lawfully constructed residential structures may be repaired, maintained and remodeled provided the alteration meets the goals and provisions of this program.
4. Lawfully constructed residential structures may be expanded in some circumstances, provided the expansion will not result in adverse impacts to shoreline ecological functions and processes, and mitigation is provided.
5. Once discontinued, re-establishment of nonconforming uses located in the shoreline jurisdiction shall be restricted.

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6. Lawfully constructed commercial structures that are located in the shoreline jurisdiction are to be phased out over time. Depending on the extent and intensity of the nonconformity, a primary residential structure and primary appurtenance, may be allowed certain alteration or expansion, provided that adverse impacts to shoreline ecological functions and shoreline processes are mitigated or restored.
7. Lawfully constructed structures that are destroyed by fire, explosion, flood, or other casualty may be restored or replaced without increasing or expanding the nonconformity, and are encouraged to decrease nonconformity. Legally established overwater structures that are destroyed may be reconstructed to the same size, but the configuration may be altered to reduce the impact to the shoreline environment provided the size of the nonconformity is not increased. Such redevelopments may be permitted provided that impacts to shoreline functions and processes are mitigated or restored, and the reconstruction application is submitted within two years of the date of destruction.
8. Provisions for reconstruction of a lawfully constructed residential house shall allow certain expansions of the **nonconforming existing** structure when it can be demonstrated that the expansion will not result in adverse impacts to shoreline ecological functions and shoreline processes are mitigated or restored.
9. Legally created nonconforming lots of record may be developed provided that adverse impacts to shoreline ecological functions and shoreline processes are mitigated or restored.
10. Redevelopment of nonconforming public rights-of-way and associated **existing** transportation structures may be permitted for purposes of facilitating essential public access, development of public trails and/or public shoreline access.

4.2.1.4 Regulations – General

1. Nonconforming uses **and developments and/or** existing buildings **and** structures, **and/or developments** that were lawfully constructed or existed prior to the effective date of initial adoption of this Program (November 26, 1996), or its amendments, but which do not meet the specific standards of this Program, may be continued subject to the provisions of this section; provided that shoreline modifications shall conform to Shoreline Modification Section 6.1 and Shoreline Stabilization Section 6.2.
2. A complete application for any reconstruction under this section must be submitted within two (2) years of the date of damage or removal, and upon approval of the application, redevelopment must be completed within one (1) year of the commencement of reconstruction. A one (1) year extension may be granted, provided that a written request is submitted no later than twenty-one (21) days prior to either deadline and provided that the owner is not responsible for the delay.
3. An existing use designated by the adoption of an applicable amendment hereto as a conditional use that lawfully existed prior to the adoption of the Program or the adoption of an applicable amendment hereto and which has not obtained a conditional use permit, shall be considered a legal nonconforming use and may be continued subject to the provisions of this section without obtaining a conditional use permit.

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4. A structure for which a variance has been issued but which does not comply with applicable requirements of this Program as amended shall be considered a legal nonconforming existing structure and the requirements of this section shall apply.
5. Any permitted remodel or expansion shall not cause adverse impacts to shoreline ecological functions and/or processes.

4.2.1.5 Regulations - Nonconforming Uses

1. Nonconforming uses shall not be altered or expanded in any way that increases the nonconformity.
2. If a nonconforming use is discontinued for twelve (12) consecutive months, any subsequent use shall be conforming; except that if a nonconforming use is operated within a nonconforming structure that is accidentally damaged or destroyed and reconstruction is proposed under Section 4.2.1.6.1(3), then the use may be re-established within the same time period as the reconstruction for the nonconforming structure pursuant to Section 4.2.1.4(2)
3. A nonconforming use cannot be changed to another nonconforming use.
4. Change of ownership, tenancy, or management of a nonconforming use shall not affect its nonconforming status, provided that all provisions are met.

4.2.1.6 Regulations – Nonconforming Structures Existing Development

4.2.1.6.1 General Provisions – Nonconforming Existing Structures

- ~~1. Nonconforming Existing structures shall not be altered or expanded except as provided in this section, or through a variance, or if being brought into conformance with this Program and the Shoreline Management Act.~~
21. Non-conforming Existing structures may be maintained, repaired, renovated, or remodeled provided all the following are met:
 - a. Changes to the structure that would alter or increase the nonconformity are not permitted;
 - i. Any vertical or horizontal extension of a wall must meet the provisions of this program.
 - ii. Adding to the footprint of a existing structure is permitted as long as the addition meets the requirements of this program.
 - b. There is no further encroachment into the buffers unless allowed by this program or through an approved variance;
 - c. Renovations or remodels are entirely contained within the building;
 - d. If moved, the structure shall be made to conform to regulations of this program.

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2.3 If an existing primary ~~nonconforming~~ structure is damaged or destroyed by fire, explosion, earthquake, flooding or other casualty, it may be reconstructed to the ~~bulk dimension configuration of the footprint~~ existing immediately prior to the catastrophic event, provided the use is conforming or meets the provisions of Section 4.2.1.4 and 4.2.1.5, above.

- a. This provision shall not apply to structures that are destroyed due to a criminal act initiated by the property owner; ~~and~~
- b. The replacement structure shall not warrant new shoreline stabilization for the life of the new structure;
- c. The replacement structure meets geologically hazard provision for existing development in Section 4.1.5 and Appendix B;
- d. The reconstruction shall not cause adverse impacts to shoreline ecological functions and processes; and
- e. When 50% or more of the structure is destroyed as described above the replacement structure shall meet BIMC Title 18 Zoning (or successor) setbacks and/or septic system regulations for Kitsap Health District.

4.2.1.6.2 ~~Nonconforming~~ Existing Structures – Commercial and Industrial (Primary and Accessory)

1. ~~Nonconforming~~ Existing commercial structures shall not be altered or expanded in any way that increases the nonconformity without first obtaining a variance.
2. Reconstruction of existing commercial structures and buildings intentionally demolished or destroyed in any other manner than described in Section 4.2.1.6.1(23), shall be in conformance with all ~~standards~~ provisions of the Program.

4.2.1.6.3 ~~Nonconforming~~ Existing Structures – Residential Single-Family: Primary Structures

1. When an ~~nonconforming~~ existing primary residential structure is damaged or destroyed as describe in Section 4.2.1.6.1(23), the ~~nonconforming~~ existing primary residential structure configuration may be altered or expanded pursuant to subsections 4.2.1.6.3(23-65).
2. When a portion or all of a nonconforming existing primary residential structure is intentionally demolished, it shall be reconstructed in conformance with the provisions of this program.
 - a. ~~A nonconforming primary residential structure may be reconstructed to the same configuration of the foot print existing immediately prior to the demolition, provided:~~
 - i. ~~That any new impacts are mitigated pursuant to Section 4.1.2, Environmental Impacts.~~

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- ii. ~~The replacement structure shall not warrant new shoreline stabilization for the life of the structure.~~
- iii. ~~The replacement structure meets geologically hazard provision in Section 4.1.5 and Appendix B~~

3.b A **nonconforming existing** primary residential structure **may be reconstructed and the building configuration** may be altered or expanded, **including the footprint and/or the height increased**, to the extent allowed by this Program, provided:

i. ~~The replacement structure meets subsection 2(a) above; and~~

- a.i. The enlargement or expansion of the building configuration, including any new impervious surfaces located within the Shoreline Buffer, shall in no case exceed 25% of the original building footprint; the expansion shall be located landward of the existing or original building footprint except in-fill of existing impervious area of an irregular shape building foot print is allowed;
- b.ii. Any vertical expansion must meet height requirements of this Program;
- c.iii. Remnant foundation and/or impervious surfaces located within the Shoreline Buffer shall be removed;
- d.iv. Mitigation of the shoreline buffer is provided in accordance with Section 4.1.2, Environmental Impacts;
- e.v. The remodel or expansion shall not cause adverse impacts to shoreline ecological functions and/or processes; and
- f.vi. All other applicable standards and provisions are met, including regulations of this Program, the Bainbridge Island Municipal Code, the septic system requirements of the Kitsap Health District, and any state and federal laws.

4.3. Permitted expansion of an **nonconforming existing** structure shall not substantially impact the existing views of the water from primary waterfront residences or public rights-of-way to any greater degree than a fully conforming structure.

5.4. Increases in structure footprint outside of the Shoreline Buffer shall be allowed, even if all or a portion of the **nonconforming** existing footprint is within the Shoreline Buffer. In such case, the addition or enlargement shall be treated as a separate building or structure in determining conformity to all of the requirements of this Program.

4.2.1.6.4 **Nonconforming Existing Structures** – Multifamily Residential: Primary Structures

1. If an **nonconforming existing** primary multifamily residential structure is damaged or destroyed by fire, explosion, earthquake, flooding or other casualty, it may be reconstructed to the **bulk dimensions configuration** existing immediately prior to the catastrophic event, including building height and footprint of the structure.
 - a. This provision shall not apply to structures that are destroyed due to a criminal act involving the property owner; and

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- b. The replacement structure shall not warrant new shoreline armoring for the life of the new structure; and
 - c. The reconstruction shall not cause adverse impacts to shoreline ecological functions and processes.
 - d. The replacement structure meets geologically hazard provision for existing development in Section 4.1.5 and Appendix B.
 - e. When a 50% or more of the structure is destroyed as described above the replacement structure shall meet minimum zoning setbacks and septic systems regulations for Kitsap Health District.
2. An existing nonconforming primary multifamily residential structure or portion thereof, is intentionally demolished, it may be altered or expanded, including the footprint and/or the height increased, to the extent allowed by this Program, if the following are met:
- a. ~~P~~ublic access is provided pursuant to Section 4.2.4.6; and
 - b. ~~M~~itigation of the shoreline buffer is provided to meet no net loss, as detailed in Section 4.1.2, Environmental Impacts, including revegetation standards in Section 4.1.2.5(3).
- 4.2.1.6.5 Nonconforming Existing Structures – Residential: Accessory Structures
1. If an nonconforming existing residential accessory structure is damaged, destroyed or intentionally demolished, the reconstruction shall be in conformance with all standards of the Program, except as ~~provided in subsection 2, below.~~
- 3a. ~~Essential Single Family Residential Accessory Structures. If An~~ nonconforming existing essential single family residential accessory structure ~~that is essential to a single family residential development is damaged or destroyed as described in 4.2.1.6.1(2) by natural causes or casualty, or purposely destroyed or demolished,~~ it may be reconstructed if the following conditions are met:
- i. Replacement structure is the same bulk dimension as the existing structure.
 - ii. Replacement structure may be located within Zone 2
 - iii. Attached decks essential to a single family residence may be replaced in the same location.
 - v. All other applicable standards and provisions are met, including regulations of this Program, the Bainbridge Island Municipal Code, the septic system requirements of the Kitsap Health District, and any state and federal laws. configuration if Section mitigation of the shoreline buffer is provided as detailed in Section 4.1.2.5, Revegetation Standards.

- ~~2. Expansion of nonconforming residential accessory structures is prohibited unless a variance is obtained and shall not be altered or expanded in any way that increases the nonconformity, except as provided in subsection 3, below.~~

4.2.1.78 Regulations – Nonconforming Public Facilities & Transportation

1. Nonconforming public facilities shall be allowed to continue and to be repaired, maintained, or remodeled.
2. Redevelopment of nonconforming public rights-of-way and associated transportation structures are allowed for purposes of facilitating essential public access, development of public trails, and/or public shoreline access, provided that no other alternative is feasible and redevelopment shall be otherwise consistent with the provisions of this Program, including but not limited to the provisions for public access and no net loss of shoreline ecological functions and processes.

4.2.1.89 Regulations - Nonconforming Existing Residential and Commercial: Aquatic Structures and Accessory Aquatic Structures

1. Nonconforming Existing docks, floats, and buoys may be repaired and replaced in the same foot print and shall comply with this Program's requirements for materials and standards, to the extent practicable.
 - a. Except that as an administrative conditional use, an existing dock may be modified, reoriented or altered within the same general location to be more consistent with the provisions of this Program.
2. Except for docks, floats, and buoys repair and replacement up to 50% of the footprint of any nonconforming existing aquatic structures, including shoreline modifications, or buildings or portions thereof within the Aquatic or Priority Aquatic designations, shall only be done once within any five year period. Such repairs and replacements shall comply with this Program's requirements for materials and standards to the extent practicable; If the existing structure is composed of several components, then the 50% shall be calculated independently for each component.
3. The replacement shall meet Section 4.1.2, Environmental Impacts, including the mitigation sequencing standards of Section 4.1.2.6, to meet the standard of no net loss of shoreline ecological functions and/or processes. Shoreline stabilization shall also meet the alternative analysis provision of Section 6.2.8(1).