

13. FOR THE GOOD OF THE ORDER
9:25 PM

14. ADJOURNMENT
9:30 PM



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.

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Ordinance No. 2013-33, Q3 2013 Budget Adjustments	Date: October 9, 2013
Agenda Item: Ordinances/1 st Reading	Bill No.: 13-024
Proposed By: Ellen Schroer, Finance Director	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

October 9, 2013, Study Session			Forward to October 23, 2013, Business Meeting		
City Manager	☒ Yes	☐ No ☐ N/A	Legal	☒ Yes ☐ No ☐ N/A	Finance ☒ Yes ☐ No ☒ N/A

DESCRIPTION/SUMMARY

Action Item:

To provide an ordinance, as required by State law, to reflect proposed budget adjustments for the third quarter of 2013 for Council approval. The attached listing of proposed adjustments includes the information for each item.

History:

City staff incorporates budget adjustments as well as other maintenance type activities necessitated by system maintenance throughout the year. Each quarter, staff provides a detail of those activities for Council approval. Staff will continue to update the 2013 Budget as necessary for maintenance, department requests, and Council action(s).

RECOMMENDED ACTION

Motion:

I move that the City Council forward Ordinance No. 2013-33 relating to Q3 2013 Budget adjustments to second reading on October 23, 2013.



CITY OF BAINBRIDGE ISLAND
FINANCE AND ADMINISTRATIVE
SERVICES DEPARTMENT

MEMORANDUM

TO: City Council
Doug Schulze, City Manager

FROM: Ellen Schroer, Finance Director

DATE: October 4, 2013

RE: Third Quarter 2013 budget adjustments

The Finance and Administrative Services Department brings budget adjustments to Council for consideration on a quarterly basis. This timing allows real-time consideration of deviations from planned budget, and avoids the accumulation of a large number of year-end adjustments. In many cases, the items requiring new appropriation have been discussed previously with Council.

Attached are details related to budget adjustments City staff have identified as appropriate at the close of the third quarter of the year.

- **Interfund loan repayment:** This item provides appropriation authority required to repay the interfund loan between the Streets Fund and the SSWM Fund. In addition, this item provides appropriation authority to make an interfund transfer from the General Fund to the SSWM Fund in an amount equal to the interfund loan plus applicable interest. The total transferred between funds is \$1,385,000.
- **Noxious Weed Interlocal Agreement.** This item transfers appropriation authority from the Public Works Department to the Planning and Community Development Department. The transfer brings the budget into the same department as the staff person managing the work associated with this interlocal agreement.
- **Permitting System.** This item provides additional appropriation authority to support the purchase and implementation of software for a new permitting system at a total cost of \$60,000 in 2013. The existing software is over 13 years old and is no longer supported by the vendor. The new software includes features such as; public portal, electronic payments, GIS integration, and remote access for building inspectors. Additionally, it is a hosted solution, and it will have a connector to the Kitsap County Assessor data to maintain current parcel information. Implementation is expected to start before the end of the year, and should be completed within three or four months.

In addition, there are two budget adjustments associated with capital projects.

- Rockaway Beach Road Reconstruction. As discussed at the Council meeting on August 7, the final design of this reconstruction project exceeded the original estimates by \$252,000. Council identified funding from the Contingency Reserve for this purpose.
- Eagle Harbor Beach Mains. This item provides additional appropriation authority for design work expected to be completed in 2013. This adjustment aligns budget with expected expenditures in 2013; it does not change the total cost of the project.

Thank you for your consideration of these requests.

Attachment:
Budget Adjustment Spreadsheet

2013 BUDGET AMENDMENTS				
presented to City Council _____, 2013				
approved on _____, 2013				
SUBJECT	DESCRIPTION	FUND / Department	AMOUNT	Change to Appropriation
Streets - SSWM Interfund Loan Repayment	This item provides appropriation authority to repay an interfund loan, with interest, between the Streets Fund and the Surface and Stormwater Management Fund, in accordance with Resolution 2014-12.	SSWM Fund / General Government	1,385,000	Increase. Source: SSWM Fund
Streets - SSWM Interfund Loan Repayment	In association with the interfund loan repayment, this item provides appropriation authority for an interfund transfer between the General Fund and the SSWM Fund.	General Fund / Finance	1,385,000	Increase. Source: General Fund
Noxious Weed Interlocal Agreement	This item transfers appropriation authority from the Public Works Department to the Planning and Community Development Department for an interlocal agreement to support Kitsap Weed Board activities to control noxious weeds on Bainbridge Island. This item, originally budgeted in Public Works, moved to the Planning Department in alignment with staffing.	From: General Fund / Public Works To: General Fund / Planning and Community Development	10,000	Transfer
Permitting System	This item provides additional appropriation authority to support the purchase and implementation of software for a new permitting system. The existing software is over 13 years old and is no longer supported by the vendor.	General Fund / IT	60,000	Increase Source: General Fund
Rockaway Beach Road Stabilization	This item provides additional funding to complete the project construction.	Capital Construction / Public Works	252,000	Increase Source: General Fund (Contingency Fund)
Eagle Harbor Beach Mains	This item provides additional funding to complete the engineering services and final design of Eagle Harbor Beach Mains in 2013.	Sewer/Public Works	65,000	Increase Source: Sewer Fund

ORDINANCE NO. 2013-33

AN ORDINANCE of the City of Bainbridge Island, Washington amending the 2013 Budget of the City and providing for uses not foreseen at the time the 2013 Budget was adopted.

WHEREAS, on December 12, 2012, the City Council adopted the budget for 2013 by Ordinance No. 2012-18; and

WHEREAS, a number of situations have occurred during 2013 which require the City to expend money on items, projects and categories not included in the 2013 Budget; now, therefore,

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

Section 1. Ordinance No. 2012-18 and the 2013 Budget are each amended as shown on the attached Exhibit A.

Section 2. The City's Finance Director is authorized and directed by this ordinance to make the necessary changes to the 2013 Budget. The Finance Director is further directed to make sufficient interfund equity transfers from the appropriate funds to cover the added amounts authorized by this ordinance.

Section 3. The Finance Director is authorized and directed to properly account for the Building and Development Services activities of the City and to transfer such expenditures as are appropriate under Generally Accepted Accounting Principles from the General Fund to the Building and Development Services Fund provided that such transfers do not authorize an increase in expenditures.

Section 4. This ordinance shall take effect and be in force five days from and after 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, City Clerk

FILED WITH THE CITY CLERK:	October 4, 2013
PASSED BY THE CITY COUNCIL:	_____, 2013
PUBLISHED:	_____, 2013
EFFECTIVE DATE:	_____, 2013
ORDINANCE NO:	2013-33

2013 BUDGET AMENDMENTS

presented to City Council _____, 2013
approved on _____, 2013

SUBJECT	DESCRIPTION	FUND / Department	AMOUNT	Change to Appropriation
Streets - SSWM Interfund Loan Repayment	This item provides appropriation authority to repay an interfund loan, with interest, between the Streets Fund and the Surface and Stormwater Management Fund, in accordance with Resolution 2014-12.	SSWM Fund / General Government	1,385,000	Increase. Source: SSWM Fund
Streets - SSWM Interfund Loan Repayment	In association with the interfund loan repayment, this item provides appropriation authority for an interfund transfer between the General Fund and the SSWM Fund.	General Fund / Finance	1,385,000	Increase. Source: General Fund
Noxious Weed Interlocal Agreement	This item transfers appropriation authority from the Public Works Department to the Planning and Community Development Department for an interlocal agreement to support Kitsap Weed Board activities to control noxious weeds on Bainbridge Island. This item, originally budgeted in Public Works, moved to the Planning Department in alignment with staffing.	From: General Fund / Public Works To: General Fund / Planning and Community Development	10,000	Transfer
Permitting System	This item provides additional appropriation authority to support the purchase and implementation of software for a new permitting system. The existing software is over 13 years old and is no longer supported by the vendor.	General Fund / IT	60,000	Increase Source: General Fund
Rockaway Beach Road Stabilization	This item provides additional funding to complete the project construction.	Capital Construction / Public Works	252,000	Increase Source: General Fund (Contingency Fund)
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2013 Third Quarter Budget Adjustments

October 9, 2013

Quarterly Budget Adjustments

- Part of quarterly budget review
- Adjustments representing items unforeseen during budget development
- Amendments to the 2013 operating budget

Budget Adjustments

Contingency Reserve Spending

- Rockaway Beach Road Reconstruction project: \$252,000 as approved in August

Budget Adjustments

Interfund loan repayment

- SSWM Fund to Streets Fund, as per resolution
 - Transfer to total \$1,385,000 in loan plus applicable interest
- General Fund to SSWM Fund
 - Transfer will be equivalent to SSWM to Streets transfer

Budget Adjustments

Other City activities

- Noxious Weed Control ILA - \$10,000 transfer from Public Works to PCD. No change to total spending or fund source.
- Permitting System - \$60,000 for procurement and implementation
- Eagle Harbor Beach Mains - \$65,000 for 2013 work. No change to total project spending.

Budget Adjustments

New item

- Request from Kitsap Economic Development Alliance.
 - Current budget allocation for 2013 is \$2,500
 - Request is for additional \$2,500
 - City support to KEDA in recent years:
 - 2010 – \$5,700
 - 2011 – \$2,500
 - 2012 – \$2,500

Next steps

Council deliberation

Schedule ordinance second reading and consider approval (now calendared for the consent agenda October 23)

Questions?

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Head of the Bay Boundary Line Adjustment	Date: October 9, 2013
Agenda Item: New Business	Bill No.: 13-146
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 Head of the Bay Boundary Line Adjustment.

History:

The City owns two parcels with Kitsap County Assessor's Parcel Nos. 272502-2-050-2009 and 272502-2-016-2002. Carmella Lane, a private road owned by Carmella Houston, dips into the northernmost portion of the City's parcels. In order to resolve this encroachment, it is proposed that the City transfer the northern portion of the City's property with the road to Carmella Houston in exchange for an access, utility and non-motorized easement along Carmella Lane. This easement has been identified as a potential trail corridor connecting the Bethany Lutheran Church easement with the Lost Valley trail system. In addition, the City would benefit from the ability to use the utility easement for a water line, and obtaining an established northern access to the City's parcels enhances their property value.

There is also an encroachment along the southern border of the City's parcels. A workshop owned by Jack Colegrove and Gayle Schweizer was constructed on the City's property. It is proposed that the City exchange the portion of land with the workshop for an equivalent portion of land from the Colegrove/Schweizer property. This exchange will provide the City with better access to the stream.

Finally, the boundary line adjustment will carve out a well protection area around the City's Head of the Bay wells.

RECOMMENDED ACTION

Motion:

I move that the City Council approve the Head of the Bay Boundary Line Adjustment and authorize the City Manager to execute the related agreements substantially in the form presented.

REAL PROPERTY EXCHANGE AGREEMENT

This **Real Property Exchange Agreement** (this "Agreement") is made and entered by and between the **City of Bainbridge Island, Washington**, a municipal corporation (the "City"), and **Carmella Houston**, a single individual ("Houston"), with regard to the following:

RECITALS:

A. The City is the owner of certain real property located in Bainbridge Island, Kitsap County, Washington, as legally described on **Exhibit A**, attached hereto and incorporated by this reference (the "City Property").

B. Houston is the owner of certain real property located in Bainbridge Island, Kitsap County, Washington, as legally described on **Exhibit B**, attached hereto and incorporated by this reference (the "Houston's Property").

C. Access to the Houston's Property currently dips into the northernmost portion of the City Property.

D. Houston desires to transfer to the City, and the City desires to accept from the Houston, a non-exclusive perpetual access, utility and non-motorized easement over, upon and across that portion of the Property legally described on **Exhibit C**, attached hereto and incorporated by this reference (the "City Easement"), in accordance with the terms and conditions set forth in this Agreement.

E. The City has determined that the City Easement has great potential as a trail corridor connecting the Bethany Lutheran Church easement with the Lost Valley trail system, that the City would benefit from the ability to use the utility easement for a water line and, in addition, that a northern access to the City Property enhances the property value of the City Property.

F. In exchange for the City Easement, the City desires to transfer to Houston, and Houston desires to accept from the City, the northernmost portion of the parcel bearing Kitsap County Assessor's Parcel No. 272502-2-050-2009 and a strip of land on the north side of the parcel bearing Kitsap County Assessor's Parcel No. 272502-2-016-2002, as legally described on **Exhibit D** attached hereto and incorporated by this reference (the "Transferred Property").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. **Real Property Exchange.** Subject to the contingencies set forth in Section 3 below, and in accordance with the terms of this Agreement, the City shall transfer to Houston the Transferred Property in exchange for the City Easement. Subject to the contingencies set forth in Section 3 below, and in accordance with the terms of this Agreement, Houston shall transfer to the City the City Easement in exchange for the Transferred Property.

2. **Consideration.** The parties agree to exchange their respective property and easement rights without further remuneration to the other, and they acknowledge that the consideration for the exchange shall be the value of the property and easement rights received by each party hereunder and the covenants set forth herein.

3. **Contingencies.** The parties' respective obligations under this Agreement shall be subject to the following contingencies:

3.1 **The City's contingencies.** The City's obligations hereunder are expressly contingent upon the City determining in its sole discretion to waive each of the following contingencies. The City shall have the below-described time periods from the date of mutual execution of this Agreement to waive and remove the City contingencies:

3.1.1 **City Council Approval.** This Agreement is subject to the approval of the City Council of Bainbridge Island, which approval is expected to occur no more than forty-five (45) days following the expiration of all of the City's Contingencies set forth in this Section 3.

3.1.2 **Condition of Title.** Upon mutual execution of this Agreement, the City shall, at its option, request a title report from Pacific Northwest Title (the "Title Company") (the "City's Title Report"). The City shall have five (5) days after delivery of the City's Title Report within which to notify Houston, in writing, of the City's disapproval of any exceptions shown on the City's Title Report.

If the City disapproves any of the exceptions or defects set forth in the City's Title Report, Houston shall have ten (10) days from delivery of the City's notice to notify the City that Houston will eliminate or cause to be eliminated any disapproved exceptions.

If Houston fails to notify the City within ten (10) days of the Houston's willingness to remove such exceptions prior to Closing, or if Houston notifies the City in writing that Houston will not eliminate the same, then this Agreement shall terminate, and neither Houston nor the City shall have any further rights, duties or obligations hereunder, unless within two (2) days after the earlier of (i) the expiration of said ten (10) day period, or (ii) the date that Houston notifies the City that Houston will not eliminate the disapproved exceptions, the City waives its prior disapproval and elects to proceed with Closing subject to the disapproved exceptions. Those exceptions accepted by the City pursuant to this Section 3.1.2 shall be referred to herein as the "Permitted Exceptions".

3.1.3 **Inspection.** The City shall have fifteen (15) days from the mutual execution of this Agreement to fully examine all aspects and conditions of the Property and to determine, in the City's sole discretion, that the City Easement area and the conditions thereof are fully acceptable for the City's intended purpose. If the City does not notify Houston of its disapproval of the inspection within the deadline set forth herein, this contingency shall be deemed waived.

3.1.4 Lender Subordination. To the extent that Houston's Property is encumbered by any mortgage or other monetary lien, Houston shall, upon the City's request and at Houston's sole cost and expense, endeavor to obtain from any mortgagee or creditor of Houston an executed subordination agreement in a form acceptable to the City, pursuant to which such mortgagee or creditor agrees to subordinate its interests in Houston's Property to the City's interests in the City Easement.

3.1.5 Waiver of Contingencies. The conditions contained in this Section 3.1 are intended solely for the benefit of the City. If the City notifies Houston in writing that the contingencies set forth herein have been waived, or if the contingencies otherwise are satisfied or expire on their own terms, the Closing of this transaction shall thereafter proceed in accordance with the terms hereof. If this Agreement is terminated due to the failure of any City contingency, neither party shall have further recourse against the other pursuant to this Agreement.

3.2 Houston's contingencies. Houston's obligations hereunder are expressly contingent upon Houston determining in her sole discretion to waive each of the following contingencies. Houston shall have the below-described time periods from the date of mutual execution of this Agreement to waive and remove Houston's contingencies:

3.2.2 Condition of Title. Upon mutual execution of this Agreement, Houston, at her option, shall request a title report from the Title Company for the Transferred Property, together with full copies of any exceptions set forth therein (the "Houston's Title Report"). Houston shall have five (5) days after delivery of Houston's Title Report within which to notify the City, in writing, of the Houston's disapproval of any exceptions shown on the Houston's Title Report.

If Houston disapproves any of the exceptions or defects set forth in the Houston's Title Report, the City shall have ten (10) days from delivery of the Houston's notice to notify Houston that the City will eliminate or cause to be eliminated any disapproved exceptions.

If the City fails to notify Houston within ten (10) days of the City's willingness to remove such exceptions prior to Closing, or if the City notifies Houston in writing that the City will not eliminate the same, then this Agreement shall terminate, and neither the City nor Houston shall have any further rights, duties or obligations hereunder, unless within two (2) days after the earlier of (i) the expiration of said ten (10) day period, or (ii) the date that the City notifies Houston that the City will not eliminate the disapproved exceptions, Houston waives her prior disapproval and elects to proceed with Closing subject to the disapproved exceptions. Those exceptions accepted by the City pursuant to this Section 3.2.2 shall be referred to herein as the "Permitted Exceptions".

3.2.3 Inspection. Houston shall have fifteen (15) days from the mutual execution of this Agreement to fully examine all aspects and conditions of the Transferred Property and to determine that Transferred Property and the conditions thereof are fully acceptable for Houston's intended purpose, in Houston's sole discretion. If Houston does not notify the City of her disapproval of the inspection within the deadline set forth herein, this contingency shall be deemed waived.

3.2.4 Waiver of Contingencies. The conditions contained in this Section 3.2 are intended solely for the benefit of Houston. If Houston notifies the City in writing that the contingencies set forth herein have been waived, or if the contingencies otherwise are satisfied or expire on their own terms, the Closing of this transaction shall thereafter proceed in accordance with the terms hereof. If this Agreement is terminated due to the failure of any Houston contingency, neither party shall have further recourse against the other pursuant to this Agreement.

4. Closing

4.1 Boundary Line Adjustment. The City has engaged a surveyor, at the City's expense, to prepare the boundary line adjustment to adjust the property line as described herein (the "BLA"). The City and Houston, at the City's expense, shall submit an application for a BLA to the City's Department of Planning & Community Development. The parties acknowledge and agree that, although the City's Department of Planning & Community Development is responsible for processing and approving BLA applications for property located within its jurisdictional boundaries, the City has made no warranties, representations or promises relating to the BLA or the City's consideration of the BLA, and the City does not guarantee that the BLA will be approved. The BLA shall be processed in accordance with the City's standard practices and procedures.

4.2 Closing Date. The transaction set forth in this Agreement shall be closed as soon as reasonably possible following review and approval of this transaction by the City Council of the City and the completion of the BLA ("Closing Date") subject only to the satisfaction of the contingencies set forth herein.

4.3. Conveyance of Title. On the Closing Date, the City shall convey to Houston title to (a) the Transferred Property by quit claim deed, subject only to the exceptions to title approved by Houston (the "Quit Claim Deed"), subject only to the Permitted Exceptions.

On the Closing Date, Houston shall convey to the City title to the City Easement by an Access, Utility and Non-Motorized Trail Easement in substantially similar form as that set forth in **Exhibit E** attached hereto and incorporated by this reference (the "Access, Utility and Non-Motorized Trail Easement"), subject only to the Permitted Exceptions.

4.4 Closing Costs. At Closing, the City shall pay all recording fees, survey costs and costs associated with the boundary line adjustment.

With respect to the Transferred Property, the City shall pay all real estate excise taxes associated with the transfer of the Transferred Property, if any.

With respect to the City Easement, Houston shall pay all real estate excise taxes associated with the transfer of the City Easement, if any.

Each party shall be responsible for securing and paying for any title insurance desired in connection with the property or easement received from the other.

4.5 Closing Obligations of the City. On or before Closing, the City shall deliver duly executed and acknowledged documents (where appropriate) as follows:

4.5.1 The Boundary Line Agreement.

4.5.2 The Quit Claim Deed.

4.5.3 A Real Estate Excise Tax Affidavit executed by the City.

4.5.4 Any other documents necessary to effect the transaction contemplated in this Agreement.

4.6 Closing Obligations of Houston. At Closing, Houston shall deliver the following duly executed and acknowledged documents (where appropriate):

4.6.1 The Boundary Line Agreement.

4.6.2 The Access, Utility and Non-Motorized Trail Easement.

4.6.3 A Real Estate Excise Tax Affidavit executed by Houston.

4.6.4 Any other documents necessary to effect the transaction contemplated in this Agreement.

4.7 Possession. The City shall be entitled to possession of the City Easement and Houston shall be entitled to possession of the Transferred Property upon Closing. "Closing" means the date on which all documents are recorded.

5. **Default.** In the event that either party breaches this Agreement, the non-defaulting party shall have the right to pursue all rights and remedies now or hereafter available at law or in equity or by statute, including, but not limited to, enforcing specific performance of this Agreement and bringing suit for monetary damages.

6. **The City's Representations and Warranties.** The City represents and warrants to Houston as follows:

6.1 Ownership; Non-Foreign Status. The City owns the Transferred Property and the City Property and has the right to transfer the Transferred Property in accordance with this Agreement.

6.2 Hazardous Substances. To the City's actual knowledge, there is no hazardous substance, petroleum, hydrocarbon, underground storage tanks or toxic materials of any kind ("Hazardous Substances") in, on or about the Transferred Property. The City has not

knowingly allowed the deposit, release or storage of Hazardous Substances in, on or about the Transferred Property area prior to the effective date of this Agreement, and the City shall not knowingly allow the deposit, release or storage of Hazardous Substances in, on or about the Transferred Property during the term of this Agreement.

6.3 Property Information. To the best of the City's knowledge, the information regarding the Transferred Property as provided by the City is complete, accurate, true and correct and does not fail to state any fact without which such information would be misleading.

6.4 Survival of Warranties. All of the City's representations and warranties provided in this Agreement shall survive Closing.

6.5 Condition of Transferred Property - AS IS WHERE IS. Except as otherwise stated in this Agreement, Houston accepts the Transferred Property in their present condition AS IS WHERE IS, without warranty or representation except as specifically set forth herein.

7. **Houston's Representations and Warranties.** Houston represents and warrants to the City as follows:

7.1 Ownership; Non-Foreign Status. Houston owns the Houston's Property and has the right to transfer the City Easement in accordance with this Agreement.

7.2 Hazardous Substances. To the Houston's actual knowledge, there is no hazardous substance, petroleum, hydrocarbon, underground storage tanks or toxic materials of any kind ("Hazardous Substances") in, on or about the City Easement area. Houston has not knowingly allowed the deposit, release or storage of Hazardous Substances in, on or about the City Easement area prior to the effective date of this Agreement, and Houston shall not knowingly allow the deposit, release or storage of Hazardous Substances in, on or about the City Easement during the term of this Agreement or for the duration of the City Easement.

7.3 Property Information. To the best of Houston's knowledge, the information regarding the City Easement area as provided by Houston is complete, accurate, true and correct and does not fail to state any fact without which such information would be misleading.

7.4 Survival of Warranties. All of Houston's representations and warranties provided in this Agreement shall survive Closing.

6.5 Condition of City Easement - AS IS WHERE IS. Except as otherwise stated in this Agreement, the City accepts the City Easement in its present condition AS IS WHERE IS, without warranty or representation except as specifically set forth herein.

7. **Miscellaneous.**

7.1 **Attorneys' Fees.** In the event of any dispute, including mediation, arbitration or litigation concerning this Agreement or if this Agreement is otherwise placed with an attorney for action, then the prevailing party shall be awarded all litigation costs and expenses, and reasonable attorneys' fees. In the event of trial, the amount of the attorneys' fees shall be fixed by the court. The venue of any such suit shall be Kitsap County, Washington.

7.2 **Entire Agreement.** This Agreement constitutes the full and entire understanding between Houston and the City. There are no verbal agreements that modify or affect this Agreement.

7.3 **Binding Effect.** This Agreement applies to, inures to the benefit of, and is binding on not only the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

7.4 **Computation of Time.** Any time limit in or applicable to a notice shall commence on the day following receipt of the notice and shall expire at midnight of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday or legal holiday as defined in RCW 1.16.050, in which event the time limit shall expire at midnight of the next business day. Any specified period of five (5) days or less shall include business days only. Time is of the essence in this Agreement.

7.5 **Notices.** All notices, demands, consents, approvals and other communications which are required or desired to be given by either party to the other hereunder shall be in writing and shall be hand delivered or sent by United States regular mail, postage prepaid, return receipt requested, addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered or three days after mailing to the following addresses:

To the City: Attn: City Manager
 280 Madison Avenue North
 Bainbridge Island, Washington 98110
 (206) 842-2545
 (206) 780-8600 facsimile

To Houston: Carmella Houston
 8244 NE Carmella Lane
 Bainbridge Island, WA 98110

This Agreement is accepted without further change or counteroffer this ____ day of _____, 2013, which shall be deemed the date of mutual acceptance of this Agreement.

THE CITY:

CITY OF BAINBRIDGE ISLAND,
WASHINGTON, a municipal corporation:

By _____
Douglas Schulze, City Manager

HOUSTON:

By _____
Name: Carmella Houston

EXHIBIT A
To
Real Property Exchange Agreement

LEGAL DESCRIPTION OF CITY PROPERTY

Parcel No. 272502-2-050-2009

TH PTN OF W1/2 SW1/4 NW1/4 DAF BAT NW COR OF SW1/4 NW1/4 TH S89°32'51E 315FT TH S0°00'02E 722.01FT TH S88°18'40E 49.38FT TO NW COR OF PRTY CNVYD TO ELMER SWEDINE BY DEED RECD SEPT 11 1961 UNDER AUD NO 754980 TH S1°21'20W 112.11FT TH S66°40'20W 162.82FT TH N74°49'30W 219.64 FT M/L TO W SEC LN TH N0°03'02W 850.75FT ALG SD SEC LN TO TPOB EXC N 15FT OF E 179.76FT ALSO EXC A STRIP OF LAND 30FT IN WIDTH FOR RD PURP CTRLN OF WH IS DAF BAT NW COR OF SW1/4 NW1/4 TH S89°32' 51E 660.97FT M/L TO NE COR OF W1/2 SW 1/4 NW1/4 TH S0°04'46E 729.50FT TH N88° 18'40W 312.12FT BEING TPOB OF 30FT STRIP TH S1°21'20W 103.62FT TH S66° 40'20W 146.73FT TH N74°41'39W 95FT M/L TO E LN OF EXST R/W ALSO EXC ESMT FOR RD PURP RECD UNDER AUD NO 422781 ALSO EXC ESMT FOR UTIL PURP RECD UNDER AUD NO 782718 ALSO EXC BUCKLIN HILL RD TGW ESMT OVER STRIP OF LAND 30FT WIDE FOR RD PURP CTRLN DAF BAAP 15FT W OF SE COR OF W1/2 SW1/4 NW1/4 TH N0°04'46W 247.0 FT M/L TH N85°25'W 492FT TH N26°50'W 120FT TH N7°00'E 70FT M/L TO ABV DESC CO PRTY

Parcel No. 272502-2-016-2002

PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., KITSAP COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 89°32'51" EAST 660.97 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 0°04'46" EAST 729.50 FEET; THENCE NORTH 88°18'40" WEST 297.12 FEET; THENCE SOUTH 1°21'20" WEST 112.11 FEET; THENCE SOUTH 66°40'20" WEST 162.82 FEET; THENCE NORTH 74°49'30" WEST 219.64 FEET, MORE OR LESS, TO THE SECTION LINE; THENCE NORTH 0°03'02" WEST 850.75 FEET ALONG THE SECTION LINE TO POINT OF BEGINNING CONTAINING 12.3 ACRES, MORE OR LESS;

EXCEPT THAT PORTION CONVEYED TO THE CITY OF WINSLOW PER STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 8309270152;

TOGETHER WITH AN EASEMENT FOR ROAD PURPOSES OVER AND ACROSS A STRIP OF LAND 30 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 15 FEET WEST FO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE ABOVE MENTIONED SECTION AND RUNNING; THENCE NORTH 0°04'46" WEST 247.0 FEET, MORE OR LESS; THENCE NORTH 85°25' WEST 492 FEET; THENCE NORTH 26°50' WEST 120 FEET; THENCE NORTH 7°00' EAST 70 FEET, MORE OR LESS, TO ABOVE DESCRIBED COUNTY PROPERTY.

**EXHIBIT B to
Real Property Exchange Agreement**

LEGAL DESCRIPTION OF HOUSTON'S PROPERTY

Parcel Number 272502-2-011-2007

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., KITSAP COUNTY, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTH 15 FEET OF THE SOUTH QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON; EXCEPT THAT PORTION OF SAID SOUTH 15 FEET LYING WITHIN THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; AND EXCEPT THAT PORTION LYING WITHIN FINCH ROAD ON THE EAST.

**EXHIBIT C to
Real Property Exchange Agreement**

LEGAL DESCRIPTION FOR EASEMENT (NE CARMELLA LANE)

An easement for ingress, egress and utilities, over, under and across that portion of the Northwest quarter of the Northwest quarter and of the Southwest quarter of the Northwest quarter, all in Section 27, Township 25 North, range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:

Beginning at the West quarter corner of said Section 27;
Thence North 01°05'11" East 1330.91 feet to the Northwest corner of said Southwest quarter of the Northwest quarter of Section 27;
Thence along the North line of said subdivision, South 87°53'21" East 661.04 feet to the Northeast corner of the West one-half of said Southwest quarter of the Northwest quarter of Section 27 and the True Point of Beginning;
Thence North 87°53'21" West 75.00 feet;
Thence South 88°07'00" West 200.71 feet;
Thence South 82°00'00" West 77.00 feet;
Thence South 68°00'00" West 151.00 feet;
Thence South 88°26'00" West 60.00 feet;
Thence North 01°34'00" West 15.00 feet;
Thence North 88°26'00" East 21.25 feet;
Thence on a 200.00 foot radius curve to the left through a central angle of 20°26'00" an arc distance of 71.33 feet;
Thence North 68°00'00" East 114.09 feet;
Thence North 82°00'00" East 79.64 feet;
Thence North 88°07'00" East 202.04 feet to a point on a line which is parallel to and 15.00 feet North of the North line of said Southwest quarter of the Northwest quarter of Section 27;
Thence along said parallel line, South 87°53'21" East 706.28 feet, more or less to the West right of way of Finch Road NE;
Thence along said West right of way, South 01°02'38" West 15.00 feet to said North line of the Southwest quarter of the Northwest quarter of Section 27;
Thence along said North line, North 87°53'21" West 631.04 feet to the True Point of Beginning.



9/18/13

**EXHIBIT D to
Real Property Purchase and Sale Agreement**

LEGAL DESCRIPTION OF TRANSFERRED PROPERTY

That portion of the Southwest quarter of the Northwest quarter of Section 27, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:

Beginning at the West quarter corner of said Section 27;

Thence North 01°05'11" East 1330.91 feet to the Northwest corner of said Southwest quarter of the Northwest quarter of Section 27 and the True Point of Beginning;

Thence along the North line of said subdivision, South 87°53'21" East 586.04 feet;

Thence South 88°07'00" West 200.71 feet;

Thence South 82°00'00" West 77.00 feet;

Thence South 68°00'00" West 151.00 feet;

Thence South 88°26'00" West 170.75 feet to a point on the West line of said Section 27;

Thence North 01°05'11" East 100.15 feet to the True Point of Beginning.



9/18/13

EXHIBIT E
to
Real Property Exchange Agreement

FORM OF CITY EASEMENT

AFTER RECORDING, PLEASE RETURN TO:

Roz Lassoﬀ, City Clerk
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110

ACCESS, UTILITY AND NON-MOTORIZED TRAIL EASEMENT

Grantor: Carmella Houston, a single individual

Grantee(s): City of Bainbridge Island, a Washington municipal corporation

Short Legal Description: Northwest Quarter of Section 27, Township 25, North Range 2
East, W.M., Kitsap County, Washington
(Complete legal description on Exhibit B)

Assessor's Property Tax
Parcel/Account Number(s): 272502-2-016-2002, 272502-2-050-2009 and 272502-2-011-2007

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

THIS ACCESS, UTILITY AND NON-MOTORIZED TRAIL EASEMENT (this "Agreement") is made this ____ day of _____, 2013, by and between Carmella Houston, a single individual ("Grantor") and the City of Bainbridge Island, Washington, a municipal corporation ("Grantee"). The parties agree as follows:

1. Grantor's Real Property. Grantor is the fee owner of the real property which is legally described on **Exhibit A**, attached hereto and incorporated herein ("Grantor's Real Property").

2. Grant of Perpetual Access Easement. Grantor, for valuable consideration, the receipt of which is hereby acknowledged, conveys and warrants to Grantee, their successors and assigns, a perpetual, nonexclusive access easement for the purpose of ingress and egress to the parcels under, over, through, and across the portion of Grantor's Real Property which is legally described on **Exhibit B** and shown on **Exhibit C**, attached hereto and incorporated herein ("Access Easement").

3. Grant of Perpetual Utilities Easement. Grantor, for valuable consideration, the receipt of which is hereby acknowledged, conveys and warrants to Grantee, its successors and assigns, a perpetual, nonexclusive utilities easement for the purpose of vehicular and pedestrian access for the construction, installation, operation, maintenance, removal, repair, replacement, and grading relating to City utilities and all appurtenances thereto ("Facilities") ("Utilities Easement") under, over, through, and across the portion of Grantor's Real Property which is legally described on Exhibit B and shown on Exhibit C ("Utilities Easement").

4. Utility Access. Grantee shall have the right, without prior institution of any suit or proceeding at law, to enter upon the Utilities Easement area as necessary for constructing, installing, operating, maintaining, removing, repairing, replacing and using the Facilities.

5. Restoration. If the Utilities Easement area is disturbed by the construction, installation, operation, maintenance, removal, repair, replacement or use of the Facilities, Grantee shall restore the surface of same as nearly as possible to the condition in which it existed at the commencement of the construction, installation, operation, maintenance, removal, repair, replacement or use.

6. Protection of Facilities. Grantor covenants that no digging, tunneling or other form of construction activity shall be done on Grantor's Real Property or the Utilities Easement area that would disturb, damage, unearth, or undermine the Facilities, or endanger the lateral support to the Facilities.

7. Grant of Trail Easement. Grantor hereby declares and grants to Grantee, for the benefit of Grantee, and all members of the public, a permanent, non-exclusive, non-motorized easement over, under, across and upon those portions of Grantor's Property legally described on Exhibit B and shown on Exhibit C (the "Trail Easement").

8. Purpose of Trail Easement. Grantor and Grantee acknowledge and agree that the purpose of the Trail Easement is to provide for a permanent, non-exclusive, non-motorized public recreational trail, and to provide access from the Bethany Lutheran Church trail to the Lost Valley trail system. Grantee may permit, in its sole discretion, public access to the Trail Easement only for pedestrian or non-motorized recreational activities, such as walking, bicycling, jogging, running, and horseback riding.

9. The City shall have the right to erect reasonable signs that describe trail location or features ("Permitted Signs"). The City shall install at least one Permitted Sign along the Trail Easement that specifically admonishes all users of the Trail Easement to not stray from the Trail,

and that specifically prohibits entry onto or use of any portion of Grantor's Property outside of the actual boundaries of the Trail Easement.

10. Assignment. Grantee may, in Grantee's sole discretion and without prior consent of Grantor, assign its rights to the Trail Easement under this Agreement to any municipality or governmental agency, including but not limited to the Bainbridge Island Metropolitan Park and Recreation District. Except as permitted herein, Grantee shall not assign its rights under this Agreement without the written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed.

11. Reservation of Rights. All right, title and interest, which may be used and enjoyed without interfering with the Access Easement, the Utilities Easement and the Trail Easement, are reserved to Grantor.

12. Indemnity. By accepting and recording this Agreement, Grantee agrees to defend, indemnify, and hold harmless Grantor from any and all claims for injuries or damages suffered by any person or property which may be caused by the Grantee's exercise of the rights granted herein.

13. Maintenance and Improvements of Easement Area. Grantor and Grantees shall maintain the Access Easement, Utility Easement and Trail Easement area (the "Easement Area") in a serviceable condition to all Grantor and Grantee properties and agree to contribute an equitable portion of the costs associated with routine and non-routine maintenance or repair of the Easement Area as set forth in Exhibit E hereto. Road maintenance will be completed to maintain the road in its present condition on an as needed basis but not less than annually with a copy of written bids provided to Grantee by Grantor no later than 30 days prior to commencement of work. Grantor and Grantee shall pay their equitable portion within 30 days of work completion. Grantor and Grantee agree that any maintenance or repair shall not unreasonably restrict the normal use of the Easement Area to any Grantor or Grantee property. For purposes of resolving any dispute hereunder, the standard shall be whether the proposed maintenance or repair is reasonably necessary to restore and/or maintain the Easement Area in serviceable condition, as measured by general construction standards in light of the actual purpose and use of the Easement Area.

If the parties are unable to resolve a disagreement regarding any maintenance or repair, the parties agree to immediately refer the matter to mediation and to participate in mediation at the earliest practical date. The parties shall mutually agree upon the selection of a mediator. The parties shall equally share the costs of mediation services but each party shall be responsible for its own attorneys' fees and costs incurred in said mediation process. No party shall initiate legal action to enforce any right or obligation arising out of this Agreement until ten (10) days after a good faith attempt to settle the dispute through mediation has been completed.

For all other improvements not considered to be a routine or non-routine maintenance or repair, Grantor and Grantee shall endeavor to collaborate with one another on the plans, specifications, task responsibilities, contribution of materials or resources, and selection of contractors to accomplish an improvement. Grantor and Grantee shall not be required to share in the costs of an improvement but may individually or collectively pay for or share in the costs.

Grantor and Grantee agree that any improvement shall not unreasonably restrict the normal use of the Easement Area to any Grantor or Grantee property.

14. Binding Effect. This Agreement and the rights and obligations under this Agreement are intended to and shall run with the land and shall benefit and bind the parties and their respective successors and assigns.

15. Good Title. Grantor warrants that it has good title to Grantor's Real Property and warrants Grantee title to, and quiet enjoyment of, the Access Easement, Utility Easement and Trail Easement conveyed in this Agreement.

16. Complete Agreement. This Agreement represents the complete agreement of the parties regarding the matters described herein. There are no other verbal or written agreements regarding the easement rights and obligations set forth herein, except as contained in this Agreement. This Agreement may only be modified by a written document signed by the parties.

17. Authority. Each party signing this Agreement, if on behalf of an entity, represents that they have full authority to sign this Agreement on behalf of such entity.

18. Attorneys' Fees. If either party brings any suit or other proceeding arising out of or in connection with this Agreement, the prevailing party (as determined by the court or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys' fees and costs.

19. Severability. If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, such provision shall not affect the validity of the remaining provisions of this Agreement.

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

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date indicated above.

GRANTOR:

GRANTEE:

CITY OF BAINBRIDGE ISLAND

By: _____
Carmella Houston

By: _____
Douglas Schulze, City Manager

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Carmella Houston is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be 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: _____

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 the CITY OF BAINBRIDGE ISLAND, Washington, a municipal corporation, to be the free and voluntary act of such municipal corporation 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 TO
ACCESS, UTILITY AND NON-MOTORIZED TRAIL EASEMENT**

LEGAL DESCRIPTION OF GRANTOR'S REAL PROPERTY

Parcel Number 272502-2-011-2007

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., KITSAP COUNTY, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTH 15 FEET OF THE SOUTH QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON; EXCEPT THAT PORTION OF SAID SOUTH 15 FEET LYING WITHIN THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; AND EXCEPT THAT PORTION LYING WITHIN FINCH ROAD ON THE EAST.

**EXHIBIT B TO
ACCESS, UTILITY AND NON-MOTORIZED TRAIL EASEMENT**

LEGAL DESCRIPTION FOR EASEMENT (NE CARMELLA LANE)

An easement for ingress, egress and utilities, over, under and across that portion of the Northwest quarter of the Northwest quarter and of the Southwest quarter of the Northwest quarter, all in Section 27, Township 25 North, range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:

Beginning at the West quarter corner of said Section 27;
Thence North 01°05'11" East 1330.91 feet to the Northwest corner of said Southwest quarter of the Northwest quarter of Section 27;
Thence along the North line of said subdivision, South 87°53'21" East 661.04 feet to the Northeast corner of the West one-half of said Southwest quarter of the Northwest quarter of Section 27 and the True Point of Beginning;
Thence North 87°53'21" West 75.00 feet;
Thence South 88°07'00" West 200.71 feet;
Thence South 82°00'00" West 77.00 feet;
Thence South 68°00'00" West 151.00 feet;
Thence South 88°26'00" West 60.00 feet;
Thence North 01°34'00" West 15.00 feet;
Thence North 88°26'00" East 21.25 feet;
Thence on a 200.00 foot radius curve to the left through a central angle of 20°26'00" an arc distance of 71.33 feet;
Thence North 68°00'00" East 114.09 feet;
Thence North 82°00'00" East 79.64 feet;
Thence North 88°07'00" East 202.04 feet to a point on a line which is parallel to and 15.00 feet North of the North line of said Southwest quarter of the Northwest quarter of Section 27;
Thence along said parallel line, South 87°53'21" East 706.28 feet, more or less to the West right of way of Finch Road NE;
Thence along said West right of way, South 01°02'38" West 15.00 feet to said North line of the Southwest quarter of the Northwest quarter of Section 27;
Thence along said North line, North 87°53'21" West 631.04 feet to the True Point of Beginning.



9/18/13

**EXHIBIT C
TO
ACCESS, UTILITY AND NON-MOTORIZED TRAIL EASEMENT**

MAP OF ACCESS, UTILITIES AND TRAIL EASEMENT

Scale: 1" = 200'

Assumed

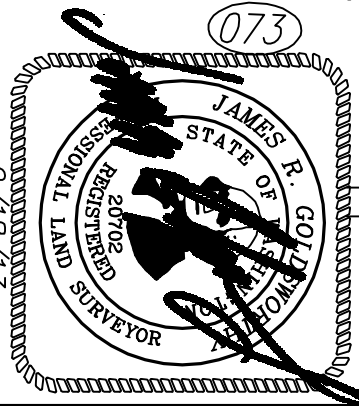
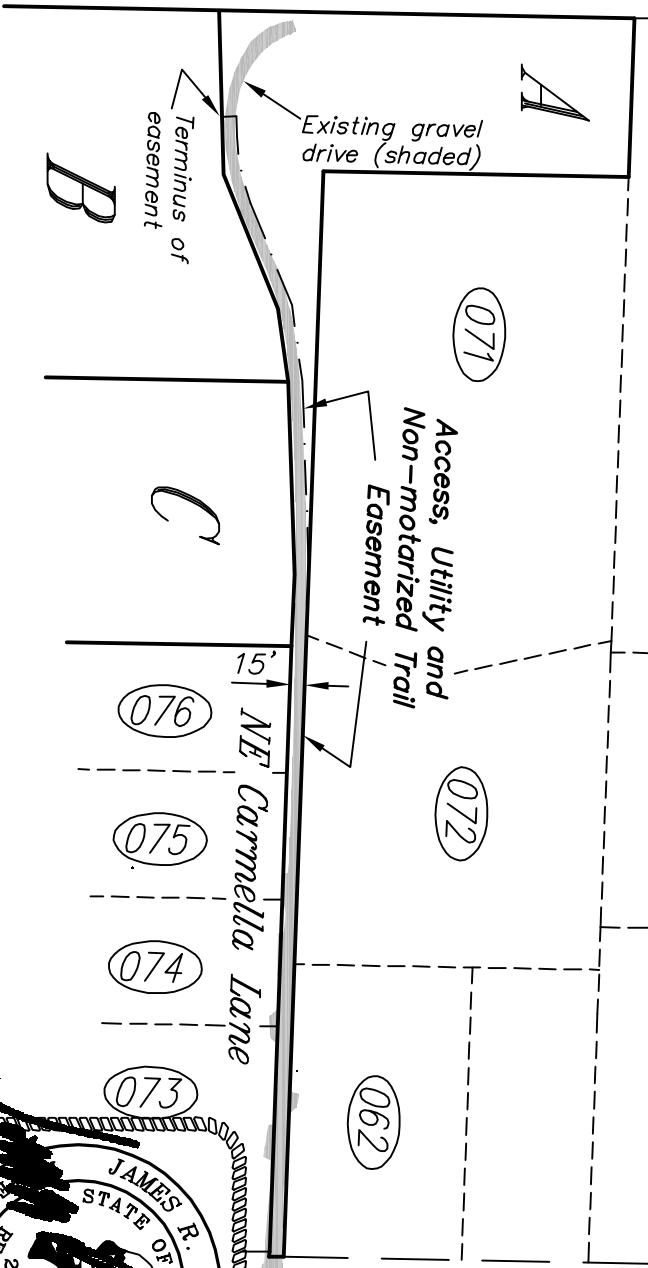


Exhibit C

ADAM

9/18/13

&

GOLDSWORTHY, INC.

LAND SURVEYING

Easement for NE Carmella Lane
NW 1/4 NW 1/4 and SW 1/4 NW 1/4
Sec. 27, T.25N., R.2E., W.M.

City of Bainbridge Island, Kitsap County, Washington

Prepared for:

City of Bainbridge Island

DATE 9/18/13

FIELD BOOK ---

DRAWING 5192ESM

SHEET 1/1

**EXHIBIT D TO
ACCESS, UTILITY AND NON-MOTORIZED TRAIL EASEMENT**

LEGAL DESCRIPTION OF BENEFITED PARCELS

Parcel No. 272502-2-050-2009

TH PTN OF W1/2 SW1/4 NW1/4 DAF BAT NW COR OF SW1/4 NW1/4 TH S89°32'51E 315FT TH S0°00'02E 722.01FT TH S88°18'40E 49.38FT TO NW COR OF PRTY CNVYD TO ELMER SWEDINE BY DEED RECD SEPT 11 1961 UNDER AUD NO 754980 TH S1°21'20W 112.11FT TH S66°40'20W 162.82FT TH N74°49'30W 219.64 FT M/L TO W SEC LN TH N0°03'02W 850.75FT ALG SD SEC LN TO TPOB EXC N 15FT OF E 179.76FT ALSO EXC A STRIP OF LAND 30FT IN WIDTH FOR RD PURP CTRLN OF WH IS DAF BAT NW COR OF SW1/4 NW1/4 TH S89°32' 51E 660.97FT M/L TO NE COR OF W1/2 SW 1/4 NW1/4 TH S0°04'46E 729.50FT TH N88° 18'40W 312.12FT BEING TPOB OF 30FT STRIP TH S1°21'20W 103.62FT TH S66° 40'20W 146.73FT TH N74°41'39W 95FT M/L TO E LN OF EXST R/W ALSO EXC ESMT FOR RD PURP RECD UNDER AUD NO 422781 ALSO EXC ESMT FOR UTIL PURP RECD UNDER AUD NO 782718 ALSO EXC BUCKLIN HILL RD TGW ESMT OVER STRIP OF LAND 30FT WIDE FOR RD PURP CTRLN DAF BAAP 15FT W OF SE COR OF W1/2 SW1/4 NW1/4 TH N0°04'46W 247.0 FT M/L TH N85°25'W 492FT TH N26°50'W 120FT TH N7°00'E 70FT M/L TO ABV DESC CO PRTY

Parcel No. 272502-2-016-2002

PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., KITSAP COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 89°32'51" EAST 660.97 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 0°04'46" EAST 729.50 FEET; THENCE NORTH 88°18'40" WEST 297.12 FEET; THENCE SOUTH 1°21'20" WEST 112.11 FEET; THENCE SOUTH 66°40'20" WEST 162.82 FEET; THENCE NORTH 74°49'30" WEST 219.64 FEET, MORE OR LESS, TO THE SECTION LINE; THENCE NORTH 0°03'02" WEST 850.75 FEET ALONG THE SECTION LINE TO POINT OF BEGINNING CONTAINING 12.3 ACRES, MORE OR LESS;

EXCEPT THAT PORTION CONVEYED TO THE CITY OF WINSLOW PER STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 8309270152;

TOGETHER WITH AN EASEMENT FOR ROAD PURPOSES OVER AND ACROSS A STRIP OF LAND 30 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 15 FEET WEST FO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE ABOVE

MENTIONED SECTION AND RUNNING; THENCE NORTH $0^{\circ}04'46''$ WEST 247.0 FEET, MORE OR LESS; THENCE NORTH $85^{\circ}25'$ WEST 492 FEET; THENCE NORTH $26^{\circ}50'$ WEST 120 FEET; THENCE NORTH $7^{\circ}00'$ EAST 70 FEET, MORE OR LESS, TO ABOVE DESCRIBED COUNTY PROPERTY.

**EXHIBIT E TO
ACCESS, UTILITY AND NON-MOTORIZED TRAIL EASEMENT**

ROAD MAINTENANCE

ASSESSOR'S PARCEL NO.	HOUSE NUMBER	PROPERTY OWNER	EQUITABLE PORTION
272502-2-011-2007	8244	Carmella Murphy Houston	15%
272502-2-040-2002	8222	Simon Blackwell & Juliana Perez	15%
272502-2-009-2001	8210	Todd S. McVane	15%
272502-2-071-2004	8264	Kathleen S. Keegan & James W. Halbrook	8%
272502-2-076-2009	8263	Hans Joseph Swenson	8%
272502-2-072-2003	8270	Richard P. & Michele R. Maffaletto	6%
272502-2-075-2000	8275	Linda G. Hart	6%
272502-2-062-2001	8287	Croley Carter	4%
272502-2-062-2005	7595 Finch	Thomas M. McDonald	3%
272502-2-016-2002	N/A	City of Bainbridge Island	10%
272502-2-050-2009	N/A	City of Bainbridge Island	10%

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

BOUNDARY LINE AGREEMENT PURSUANT TO RCW 58.04.007(1)

Grantors: City of Bainbridge Island, a Washington municipal corporation
Carmella Houston
John Colegrove and Gayle Schweizer

Short Legal Description: Portion of the Northwest Quarter of Section 27, Township 25
North, Range 2 East, W.M., Kitsap County, Washington

Assessor's Property Tax Parcel/Account Number(s): 272502-2-050-2009, 272502-2-016-2002 and 272502-2-036-
2008 (City), 272502-2-011-2007 (Houston) and 272502-2-
017-2001 (Colegrove/Schweizer)

Reference Number(s) of
Documents Assigned
or Released:

THIS BOUNDARY LINE AGREEMENT PURSUANT TO RCW 58.04.007(1) (this "Agreement") is made this ____ day of _____, 2013 by the CITY OF BAINBRIDGE ISLAND, WASHINGTON, a municipal corporation ("City"), CARMELLA HOUSTON ("Houston") and JOHN COLEGROVE and GAYLE SCHWEIZER, husband and wife ("Colegrove/Schweizer").

Recitals

A. The City is the owner of certain real property located on Bainbridge Island, Kitsap County, Washington, as legally described on **Exhibit A**, attached hereto and incorporated by this reference (the "City Property").

B. Houston is the owner of certain real property located on Bainbridge Island, Kitsap County, Washington, as legally described on **Exhibit B**, attached hereto and incorporated by this reference (the "Houston Property").

C. Colegrove/Schweizer are the owners of certain real property located on Bainbridge Island, Kitsap County, Washington, as legally described on **Exhibit C**, attached hereto and incorporated by this reference (the “Colegrove/Schweizer Property”).

D. The City Property and the Houston Property and the City Property and the Colegrove/Schweizer Property are contiguous parcels of real property.

E. The City and Houston and the City and Colegrove/Schweizer wish to amicably resolve the location of the common property line between their parcels and eliminate any encroachments arising from the existing boundary line between their parcels.

F. The City wishes to carve out a well protection area by adjusting the boundary line between Kitsap County Assessor’s Parcel Nos. 272502-2-050-2009 and 272502-2-036-2008.

F. The City, Houston and Colegrove/Schweizer, in accordance with RCW 58.04.007(1) and WAC 458-61A-109, are executing and recording this Agreement to clear title to and resolve the common boundaries between their respective properties.

NOW THEREFORE, the City, Houston and Colegrove/Schweizer agree as follows:

1. The City, Houston and Colegrove/Schweizer agree that the survey prepared by Adam & Goldsworthy on June 20, 2013, and recorded on _____, 2013 under Kitsap County Auditor’s File No. _____ (“Survey”) accurately depicts the location of the agreed common property line between their parcels. The Survey is attached hereto as **Exhibit D**.

2. The City, Houston and Colegrove/Schweizer intend by this Agreement to fix the common boundary line between their respective parcels in accordance with the provisions of RCW 58.04.007(1) and WAC 458-61A-109.

3. After recording of the Survey and this Agreement, the Resultant City Parcels shall be legally described as set forth on the attached **Exhibit E**, the Resultant Houston Parcel shall be legally described as set forth on the attached **Exhibit F** and the Resultant Colegrove/Schweizer Parcel shall be legally described as set forth on the attached **Exhibit G**.

4. The City shall quit claim and convey to Houston the northernmost portion of the parcel bearing Kitsap County Auditor’s No. 272502-2-050-2009 and a strip of land on the north side of the parcel bearing Kitsap County Auditor’s No. 272502-2-016-2002.

5. Colegrove/Schweizer shall quit claim and convey to the City the eastern portion of the Colegrove/Schweizer Property.

6. The City shall quit claim and convey to Colegrove/Schweizer a portion of the southern portion of the City property.

7. If, after the recording of this Agreement, a party questions the location of the agreed common property line between the parcels, then such party may, at their expense, retain Adam & Goldsworthy to re-stake the common property line depicted by Adam & Goldsworthy (or another licensed surveyor active on Bainbridge Island if Adam & Goldsworthy is no longer in business); PROVIDED, however that the surveyor uses the same methodology as that used by Adam & Goldsworthy when preparing its original survey and seeks only to retrace the original agreed common property lines drawn by Adam & Goldsworthy.

8. Any dispute arising under or in connection with this Agreement shall be initially submitted to mediation under the auspices of the Kitsap County Dispute Resolution Center. If the parties cannot resolve the dispute through mediation, the unresolved issues shall be arbitrated by a single arbitrator again under the auspices of Kitsap County Dispute Resolution Center, using its commercial arbitration rules. Any party may submit a dispute under this Agreement to mediation then arbitration after first attempting to resolve the matter directly with the other party or through their attorneys. The mediator or arbitrator shall resolve only matters before him or her in accordance with the rules of law and equity. The mediator or arbitrator may only resolve the questions submitted to arbitration and shall include as part of his or her consideration a full review of this Agreement and all material incorporated herein by reference.

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

10. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

11. If any provision or provisions of this Agreement or of any amendment hereto shall be held by a court of competent jurisdiction to be invalid, void or illegal, the remaining provisions hereof shall nevertheless remain in full force and effect to the maximum extent permitted by law and shall not be affected thereby.

12. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter hereof. There are no other representations, oral or written, between and among the parties hereto or any of them relating to the subject matter of this Agreement.

13. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto. The right and duties of the owners of each of the parcels specified herein shall run with the land and be binding on all their successors-in-interest.

14. Each party agrees to take such action and to execute, acknowledge and deliver all documents and instruments as may be reasonably requested by the other party to effectuate the purposes of this Agreement.

15. This Agreement may be amended or modified only by a written instrument executed by the parties.

16. In the event of arbitration, the substantially non-prevailing party shall pay the reasonable attorneys' fees and costs of the substantially prevailing party.

17. This Agreement may be executed in any number of counterparts and all counterparts shall be deemed to constitute a single agreement. The execution of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF BAINBRIDGE ISLAND

By: _____
Douglas Schulze, City Manager

Carmella Houston

Jack Colegrove

Gayle Schweizer

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 Carmella Houston is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____
(Print Name)

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Jack Colegrove and Gayle Schweizer are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their 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

EXISTING LEGAL DESCRIPTION OF CITY PROPERTY

Parcel No. 272502-2-050-2009

TH PTN OF W1/2 SW1/4 NW1/4 DAF BAT NW COR OF SW1/4 NW1/4 TH S89°32'51E 315FT TH S0°00'02E 722.01FT TH S88°18'40E 49.38FT TO NW COR OF PRTY CNVYD TO ELMER SWEDINE BY DEED RECD SEPT 11 1961 UNDER AUD NO 754980 TH S1°21'20W 112.11FT TH S66°40'20W 162.82FT TH N74°49'30W 219.64 FT M/L TO W SEC LN TH N0°03'02W 850.75FT ALG SD SEC LN TO TPOB EXC N 15FT OF E 179.76FT ALSO EXC A STRIP OF LAND 30FT IN WIDTH FOR RD PURP CTRLN OF WH IS DAF BAT NW COR OF SW1/4 NW1/4 TH S89°32' 51E 660.97FT M/L TO NE COR OF W1/2 SW 1/4 NW1/4 TH S0°04'46E 729.50FT TH N88° 18'40W 312.12FT BEING TPOB OF 30FT STRIP TH S1°21'20W 103.62FT TH S66° 40'20W 146.73FT TH N74°41'39W 95FT M/L TO E LN OF EXST R/W ALSO EXC ESMT FOR RD PURP RECD UNDER AUD NO 422781 ALSO EXC ESMT FOR UTIL PURP RECD UNDER AUD NO 782718 ALSO EXC BUCKLIN HILL RD TGW ESMT OVER STRIP OF LAND 30FT WIDE FOR RD PURP CTRLN DAF BAAP 15FT W OF SE COR OF W1/2 SW1/4 NW1/4 TH N0°04'46W 247.0 FT M/L TH N85°25'W 492FT TH N26°50'W 120FT TH N7°00'E 70FT M/L TO ABV DESC CO PRTY

Parcel No. 272502-2-016-2002

PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., KITSAP COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 89°32'51" EAST 660.97 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 0°04'46" EAST 729.50 FEET; THENCE NORTH 88°18'40" WEST 297.12 FEET; THENCE SOUTH 1°21'20" WEST 112.11 FEET; THENCE SOUTH 66°40'20" WEST 162.82 FEET; THENCE NORTH 74°49'30" WEST 219.64 FEET, MORE OR LESS, TO THE SECTION LINE; THENCE NORTH 0°03'02" WEST 850.75 FEET ALONG THE SECTION LINE TO POINT OF BEGINNING CONTAINING 12.3 ACRES, MORE OR LESS;

EXCEPT THAT PORTION CONVEYED TO THE CITY OF WINSLOW PER STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 8309270152;

TOGETHER WITH AN EASEMENT FOR ROAD PURPOSES OVER AND ACROSS A STRIP OF LAND 30 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

Parcel 272502-2-036-2008

PT OF SW 1/4 NW 1/4 DES AS FOLS BEG AT W 1/4 COR OF SD SEC 27 TH ALG W LN OF SD SEC 27 N 1*03'02 W 480.20FT TO TPOB TH S 74*49'30 E 219.64FT TH S 3*18'30 E 232.30FT TH S 84*34'07 W 226.13FT TO W LN OF SD SEC 27 TH N 0*03'02 W 310.81FT TO TPOB

EXHIBIT B

EXISTING LEGAL DESCRIPTION OF HOUSTON PROPERTY

Parcel Number 272502-2-011-2007

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., KITSAP COUNTY, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTH 15 FEET OF THE SOUTH QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON; EXCEPT THAT PORTION OF SAID SOUTH 15 FEET LYING WITHIN THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; AND EXCEPT THAT PORTION LYING WITHIN FINCH ROAD ON THE EAST.

EXHIBIT C

EXISTING LEGAL DESCRIPTION OF COLEGROVE/SCHWEIZER PROPERTY

THAT PORTION OF THE WEST ONE HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., KITSAP COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 27; THENCE ALONG THE WEST LINE OF SAID SECTION 27, S1*05'30 W 1331.10 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27; THENCE ALONG THE NORTH LINE OF SAID SUBDIVISION S87*53'35 E 661.02 FEET TO THE NORTHEAST CORNER OF SAID WEST ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION S1*04'02 W 729.47 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S1*04'02 W 147.18 FEET; THENCE N87*10'08 W 300.79 FEET; THENCE N2*29'52 E 147.11 FEET; THENCE S87*10'08 E 297.11 FEET TO THE TRUE POINT OF BEGINNING; SUBJECT TO AND TOGETHER WITH EASEMENTS OF RECORD.

EXHIBIT D

SURVEY

EXHIBIT E
RESULTANT CITY PARCELS

EXHIBIT F
RESULTANT HOUSTON PARCEL

EXHIBIT G

RESULTANT COLEGROVE/SCHWEIZER PARCEL

AFTER RECORDING, PLEASE RETURN TO:

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

QUIT CLAIM DEED

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

Grantee: Carmella Houston, a single individual

Short Legal Description: Northwest Quarter of Section 27, Township 25, North Range 2 East, W.M., Kitsap County, Washington

[Complete legal description on Exhibit A hereto.]

Tax Parcel Number: 272502-2-050-2009 and 272502-2-016-2002

**Reference Number(s) of
Related Documents:** _____

WITNESSETH, that the GRANTOR, **CITY OF BAINBRIDGE ISLAND, WASHINGTON**, a municipal corporation, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, by these presents does convey and quit claim to GRANTEE, **CARMELLA HOUSTON**, that certain real property located in Kitsap County, State of Washington and legally described on **Exhibit "A"** attached hereto.

Dated this _____ day of _____, 2013.

GRANTOR:

CITY OF BAINBRIDGE ISLAND, WASHINGTON

By _____
Douglas Schulze, City Manager

[illegible]

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 the City of Bainbridge Island 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: _____

EXHIBIT "A"
TO
QUIT CLAIM DEED

That portion of the Southwest quarter of the Northwest quarter of Section 27, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:

Beginning at the West quarter corner of said Section 27;

Thence North 01°05'11" East 1330.91 feet to the Northwest corner of said Southwest quarter of the Northwest quarter of Section 27 and the True Point of Beginning;

Thence along the North line of said subdivision, South 87°53'21" East 586.04 feet;

Thence South 88°07'00" West 200.71 feet;

Thence South 82°00'00" West 77.00 feet;

Thence South 68°00'00" West 151.00 feet;

Thence South 88°26'00" West 170.75 feet to a point on the West line of said Section 27;

Thence North 01°05'11" East 100.15 feet to the True Point of Beginning.



9/18/13

AFTER RECORDING, PLEASE RETURN TO:

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

QUIT CLAIM DEED

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

Grantee: John Colegrove and Gayle Schweizer, a married couple

Short Legal Description: Northwest Quarter of Section 27, Township 25, North Range 2 East, W.M., Kitsap County, Washington

[Complete legal description on Exhibit A hereto.]

Tax Parcel Number: 272502-2-016-2002

**Reference Number(s) of
Related Documents:** _____

WITNESSETH, that the GRANTOR, **CITY OF BAINBRIDGE ISLAND, WASHINGTON**, a municipal corporation, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, by these presents does convey and quit claim to GRANTEE, **JOHN COLEGROVE AND GAYLE SCHWEIZER**, that certain real property located in Kitsap County, State of Washington and legally described on **Exhibit "A"** attached hereto.

Dated this _____ day of _____, 2013.

GRANTOR:

CITY OF BAINBRIDGE ISLAND, WASHINGTON

By _____
Douglas Schulze, City Manager

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 the City of Bainbridge Island 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: _____

EXHIBIT "A"
TO
QUIT CLAIM DEED

AFTER RECORDING, PLEASE RETURN TO:

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

QUIT CLAIM DEED

Grantor: John Colegrove and Gayle Schweizer, a married couple

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

Short Legal Description: Northwest Quarter of Section 27, Township 25, North Range 2 East, W.M., Kitsap County, Washington

[Complete legal description on Exhibit A hereto.]

Tax Parcel Number: 272502-2-017-2001

**Reference Number(s) of
Related Documents:** _____

WITNESSETH, that the GRANTOR, **JOHN COLEGROVE AND GAYLE SCHWEIZER CITY OF BAINBRIDGE ISLAND, WASHINGTON**, a municipal corporation, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, by these presents does convey and quit claim to GRANTEE, **CITY OF BAINBRIDGE ISLAND, WASHINGTON**, a municipal corporation, that certain real property located in Kitsap County, State of Washington and legally described on **Exhibit "A"** attached hereto.

Dated this _____ day of _____, 2013.

GRANTOR:

CITY OF BAINBRIDGE ISLAND, WASHINGTON

By _____
Douglas Schulze, City Manager

[illegible]

I certify that I know or have satisfactory evidence that **John Colegrove** 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 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)
COUNTY OF KITSAP) ss:

I certify that I know or have satisfactory evidence that **Gayle Schweizer** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as 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”
TO
QUIT CLAIM DEED**

CITY OF BAINBRIDGE ISLAND CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Consent Agenda Items	Date: October 9, 2013
Agenda Item: Consent Agenda	Bill No.: 13-147
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 D: Item A. Accounts Payable Vouchers and Payroll Approval; Item B. Special/Regular Study Session Meeting Minutes, September 18, 2013; Item C. Regular Business Meeting Minutes, September 25, 2013 and Item D. Kitsap County Traffic Safety Task Force Memorandum of Understanding.

RECOMMENDED ACTION

Motion:

I move that the City Council approve Consent Agenda items A through D: Item A. Accounts Payable Vouchers and Payroll Approval; Item B. Special/Regular Study Session Meeting Minutes, September 18, 2013; Item C. Regular Business Meeting Minutes, September 25, 2013 and Item D. Kitsap County Traffic Safety Task Force Memorandum of Understanding.

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

CHECK RUN: September 23, 2013 - October 7, 2013
CITY COUNCIL: September 25, 2013 - October 9, 2013

Last check from previous run: 333969 dated 9/26/13 issued to Westbay Auto Parts, Inc in the amount of 474.60

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
ACH	9/26/13	136	COBI Utilities September Billing	1,952.01
ACH	10/01/13	N/A	FIN/Bank of NY Mellon/Debt Service on 2005 LTGO Bonds	815,855.00
EFT	9/26/13	137	WA ST Department of Revenue/August Excise Taxes	14,343.86
Manual	9/18/13	333908	Void	Void
Manual	9/29/13	333920	Void	Void
Manual	9/18/13	333970	PW/Allcounty Operations, Inc/Septic System Inspection Renewal	225.00
Manual	9/18/13	333971	PW/Bay Hay & Feed/Bulk Propane	59.27
Manual	9/18/13	333972	FIN/WA Dept of Retirement Systems/PERS 1, 2, 3 Retirement Correction	8,110.09
Manual	9/18/13	333973	LEGAL/WA Association of Public Records Officers/Records Training-CB	150.00
Manual	9/23/13	333974	PW/City of Bainbridge Island/SSDE Permit-Wing Pt Sewer Line	572.00
Manual	9/24/13	333975	Pitney Bowes/City Hall Postage Meter Refill	5,000.00
Manual	10/1/13	333976	EX/Community Solar Solutions/Jul/Aug Solar Net Metering	122.69
Manual	10/1/13	333977	FIN/WA Dept of Retirement Systems/PERS 1, 2, Interest Due	33.96
			Manual Checks, Electronic Disbursements	846,423.88
Regular Run	10/10/13	333978-334066	Regular Check Run	294,565.58

Total Disbursements **1,140,989.46**

Retainage Release	9/23/13	106	Void	Void
Retainage Release	9/25/13	107	Sealevel Bulkhead Builders/Seaborne Slide Repair	252.22
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

10-2-2013
Date

ACH WB

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

VOUCHER INVOICE

INV	DATE	PO
-----	------	----

CHECK RUN

NET

INVOICE	DTL	DESC
1	100	100
2	100	100
3	100	100
4	100	100
5	100	100
6	100	100
7	100	100
8	100	100
9	100	100
10	100	100
11	100	100
12	100	100
13	100	100
14	100	100
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100	100	100

136-09/26/2013-MANL	103 CITY OF BAINBRIDGE I 186333	10460SEP13	09/05/2013	ACHSEP13	78.92
Invoice: 10460SEP13			WFP IRRIGATION		

78.92 91011768 547500 GG-C/E-PARKS-WTR/SWR

	186334	10461SEP13	09/05/2013	ACHSEP13	1,050.38
Invoice: 10461SEP13			WFP RESTROOM		
	1,050.38	91011768 547500	GG-C/E-PARKS-WTR/SWR		

	186335	10463SEP13	09/05/2013	ACHSEP13	387.58
Invoice: 10463SEP13			SENIOR CENTER		
	387.58	91011755 547500	GG-C/E-COMMONS-WTR/SWR		

	186336	10464SEP13	09/05/2013	ACHSEP13	396.90
Invoice: 10464SEP13			COMMONS		
	396.90	91011755 547500	GG-C/E-COMMONS-WTR/SWR		

Invoice: 11573SEP13	186337	11573SEP13	09/05/2013	ACHSEP13	24.86
			PRITCHARD PARK		
	24.86	91011768 547500	GG-C/E-PARKS-WTR/SWR		

	186338	12755SEP13	09/05/2013	ACHSEP13	13.50
Invoice: 12755SEP13			STRAWBERRY PLANT PARK IRRIG		
	13.50	91011768 547500	GG-C/E-PARKS-WTR/SWR		

CHECK	136	TOTAL:	1,952.14
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NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***	1,952.14
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	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	1,952.14

*** GRAND TOTAL *** 1,952.14

09/26/2013 07:35 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 2
apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER JNL

SRC ACCOUNT

EFF DATE JNL DESC REF 1 REF 2 REF 3

ACCOUNT DESC

T OB

DEBIT

CREDIT

LINE DESC

2013 9 228

APP 001-213000

09/26/2013 ACHSEP13 ACHUB

GENERAL - ACCOUNTS PAYABLE

1,952.14

AP CASH DISBURSEMENTS JOURNAL

APP 635-111100

09/26/2013 ACHSEP13 ACHUB

CASH

1,952.14

AP CASH DISBURSEMENTS JOURNAL

GENERAL LEDGER TOTAL

1,952.14

1,952.14

APP 631-130000

09/26/2013 ACHSEP13 ACHUB

DUE TO/FROM CLEARING

1,952.14

APP 001-130000

09/26/2013 ACHSEP13 ACHUB

GENERAL - DUE TO/FROM CLEARING

1,952.14

SYSTEM GENERATED ENTRIES TOTAL

1,952.14

1,952.14

JOURNAL 2013/09/228 TOTAL

3,904.28

3,904.28

09/26/2013 07:35
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		
001 GENERAL FUND	2013	9	228	09/26/2013			
001-130000					GENERAL - DUE TO/FROM CLEARING		1,952.14
001-213000					GENERAL - ACCOUNTS PAYABLE	1,952.14	
					FUND TOTAL	1,952.14	1,952.14
631 CLEARING FUND	2013	9	228	09/26/2013			
631-130000					DUE TO/FROM CLEARING	1,952.14	
635-111100					CASH		1,952.14
					FUND TOTAL	1,952.14	1,952.14

09/26/2013 07:35 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 4
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
631 CLEARING FUND	1,952.14	
001 GENERAL FUND		1,952.14
TOTAL	1,952.14	1,952.14

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

exc 14

09/26/2013 07:42 |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 CHECK RUN NET

INVOICE DTL DESC

137 09/26/2013 MANL 124 WA ST DEPT OF REVENUE 186339 2013-09 09/26/2013 EFTSEP13 14,343.86

Invoice: 2013-09

813.86	91411341	553000	FINANCE - WATER EXTRNL TAXES
3,702.17	91421351	553000	FINANCE - SEWER - EXTRNL TAXES
3,355.45	91421351	553000	FINANCE - SEWER - EXTRNL TAXES
32.28	91421351	553000	FINANCE - SEWER - EXTRNL TAXES
23.35	91411341	553000	FINANCE - WATER EXTRNL TAXES
6.60	91411341	553000	FINANCE - WATER EXTRNL TAXES
160.95	91431383	553000	FINANCE - SSWM - EXTRNL TAXES
5,573.32	91411341	553000	FINANCE - WATER EXTRNL TAXES
401.30	91421351	553000	FINANCE - SEWER - EXTRNL TAXES
128.94	51011211	531100	PD-C/E-ADM-SUPPLIES
24.85	53011212	531100	PD-C/E-PATROL SUPPLIES
2.38	51011211	531100	PD-C/E-ADM-SUPPLIES
40.85	21011125	531100	COURT - SUPPLIES
.94	31011131	531100	EXEC - C/E SUPPLIES
1.20	81011881	535500	IT - C/E COMPUTER PARTS & EQ
22.10	81011881	535500	IT - C/E COMPUTER PARTS & EQ
1.46	81011881	535500	IT - C/E COMPUTER PARTS & EQ
22.58	41011141	531100	FIN - C/E ADMIN SUPPLIES
8.21	61011581	531100	PCD - C/E ADMIN SUPPLIES
9.46	61011581	531100	PCD - C/E ADMIN SUPPLIES
6.38	73637891	531100	OFFICE SUPPLIES
5.23	73637891	531100	OFFICE SUPPLIES

CHECK 137 TOTAL: 14,343.86

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 14,343.86

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	14,343.86

*** GRAND TOTAL *** 14,343.86

09/26/2013 07:42 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 2
apcshdsb

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 9	229								
APP 401-213000						ACCOUNTS PAYABLE		6,417.13	
09/26/2013	EFTSEP13	EXC TX				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			14,343.86
09/26/2013	EFTSEP13	EXC TX				AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000						ACCOUNTS PAYABLE		7,491.20	
09/26/2013	EFTSEP13	EXC TX				AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000						ACCOUNTS PAYABLE		160.95	
09/26/2013	EFTSEP13	EXC TX				AP CASH DISBURSEMENTS JOURNAL			
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		262.97	
09/26/2013	EFTSEP13	EXC TX				AP CASH DISBURSEMENTS JOURNAL			
APP 631-213000						ACCOUNTS PAYABLE		11.61	
09/26/2013	EFTSEP13	EXC TX				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								14,343.86	14,343.86
APP 631-130000						DUE TO/FROM CLEARING		14,332.25	
09/26/2013	EFTSEP13	EXC TX							
APP 401-130000						DUE TO/FROM CLEARING			6,417.13
09/26/2013	EFTSEP13	EXC TX							
APP 402-130000						DUE TO/FROM CLEARING			7,491.20
09/26/2013	EFTSEP13	EXC TX							
APP 403-130000						DUE TO/FROM CLEARING			160.95
09/26/2013	EFTSEP13	EXC TX							
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			262.97
09/26/2013	EFTSEP13	EXC TX							
SYSTEM GENERATED ENTRIES TOTAL								14,332.25	14,332.25
JOURNAL 2013/09/229 TOTAL								28,676.11	28,676.11

09/26/2013 07:42 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 3
apcshdeb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT			ACCOUNT DESCRIPTION		
001 GENERAL FUND	2013 9	229	09/26/2013		
001-130000			GENERAL - DUE TO/FROM CLEARING		262.97
001-213000			GENERAL - ACCOUNTS PAYABLE	262.97	
			FUND TOTAL	262.97	262.97
401 WATER OPERATING FUND	2013 9	229	09/26/2013		
401-130000			DUE TO/FROM CLEARING		6,417.13
401-213000			ACCOUNTS PAYABLE	6,417.13	
			FUND TOTAL	6,417.13	6,417.13
402 SEWER OPERATING FUND	2013 9	229	09/26/2013		
402-130000			DUE TO/FROM CLEARING		7,491.20
402-213000			ACCOUNTS PAYABLE	7,491.20	
			FUND TOTAL	7,491.20	7,491.20
403 STORM & SURFACE WATER FUND	2013 9	229	09/26/2013		
403-130000			DUE TO/FROM CLEARING		160.95
403-213000			ACCOUNTS PAYABLE	160.95	
			FUND TOTAL	160.95	160.95
631 CLEARING FUND	2013 9	229	09/26/2013		
631-130000			DUE TO/FROM CLEARING	14,332.25	
631-213000			ACCOUNTS PAYABLE	11.61	
635-111100			CASH		14,343.86
			FUND TOTAL	14,343.86	14,343.86

09/26/2013 07:42
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	14,332.25	
401 WATER OPERATING FUND		6,417.13
402 SEWER OPERATING FUND		7,491.20
403 STORM & SURFACE WATER FUND		160.95
001 GENERAL FUND		262.97
TOTAL	14,332.25	14,332.25

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

VOID

09/18/2013 15:00 |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	CHECK RUN	NET
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INVOICE DTL DESC

333908	09/26/2013	VOID	57	HOWARD BLOCK	186192	951137	08/26/2013		-31.28
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Invoice: 951137

PW/BULK PROPANE 7.6

-31.28 73111264 531100

O&M-STREET-TRAF CONTROL-SUPPLY

186193 951651

08/29/2013

-27.99

Invoice: 951651

PW/BULK PROPANE 6.8

-27.99 73111264 531100

O&M-STREET-TRAF CONTROL-SUPPLY

CHECK 333908 TOTAL: -59.27

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** -59.27

COUNT

AMOUNT

TOTAL VOIDED CHECKS

1

59.27

*** GRAND TOTAL *** -59.27

09/18/2013 15:00 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 2
apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER JNL

SRC ACCOUNT

EFF DATE JNL DESC REF 1 REF 2 REF 3

ACCOUNT DESC

T OB

DEBIT

CREDIT

LINE DESC

2013 9 141

APP 101-213000

09/26/2013 333908 VOID

STREETS - ACCOUNTS PAYABLE

59.27

AP CASH DISBURSEMENTS JOURNAL

APP 635-111100

09/26/2013 333908 VOID

CASH

59.27

AP CASH DISBURSEMENTS JOURNAL

GENERAL LEDGER TOTAL

59.27

59.27

APP 631-130000

09/26/2013 09/22/13 VOID

DUE TO/FROM CLEARING

59.27

APP 101-130000

09/26/2013 09/22/13 VOID

STREETS - DUE TO/FROM CLEARING

59.27

SYSTEM GENERATED ENTRIES TOTAL

59.27

59.27

JOURNAL 2013/09/141 TOTAL

118.54

118.54

09/18/2013 15:00
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						
101 STREET FUND	2013 9	141	09/26/2013			
101-130000				STREETS - DUE TO/FROM CLEARING	59.27	
101-213000				STREETS - ACCOUNTS PAYABLE		59.27
				FUND TOTAL	59.27	59.27
631 CLEARING FUND	2013 9	141	09/26/2013			
631-130000				DUE TO/FROM CLEARING		59.27
635-111100				CASH	59.27	
				FUND TOTAL	59.27	59.27

09/18/2013 15:00
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	59.27	
101 STREET FUND		59.27
TOTAL	59.27	59.27

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

VOID

09/23/2013 14:13 | 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 CHECK RUN NET

INVOICE DTL DESC

106 09/12/2013 VOID 5262 LIDEN LAND DEV & EXC 186155 RETREL-582 09/11/2013 -2,711.39

Invoice: RETREL-582

RET REL YAQUINA MANITOU REPR
RETAINAGE RELEASE

-2,711.39 41628860 586000

CHECK 106 TOTAL: -2,711.39

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** -2,711.39

COUNT AMOUNT

TOTAL VOIDED CHECKS 1 2,711.39

*** GRAND TOTAL *** -2,711.39

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 9 185									
APP 622-213000						ACCOUNTS PAYABLE			2,711.39
09/12/2013	106 VOID					AP CASH DISBURSEMENTS JOURNAL			
APP 628-111100						CASH-RETAINAGE		2,711.39	
09/12/2013	106 VOID					AP CASH DISBURSEMENTS JOURNAL			
JOURNAL 2013/09/185 TOTAL								2,711.39	2,711.39

09/23/2013 14:13
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 9	185	09/12/2013			
622-213000				ACCOUNTS PAYABLE		2,711.39
628-111100				CASH-RETAINAGE	2,711.39	
				FUND TOTAL	2,711.39	2,711.39

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

VOID

09/30/2013 14:47 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 1
apcshdab

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

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC

333920 09/26/2013 VOID 6642 CES

186318 09/10/13

09/10/2013

-122.69

Invoice: 09/10/13

EX/JUL/AUG SOLAR NET METERNG

-122.69 91011189 54500000627 CH SOLAR-NET METERING PYMTS

CHECK 333920 TOTAL: -122.69

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** -122.69

COUNT AMOUNT

TOTAL VOIDED CHECKS 1 122.69

*** GRAND TOTAL *** -122.69

09/30/2013 14:47 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 2
apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER JNL

SRC ACCOUNT

EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2013 9 251								
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			122.69
09/26/2013	333920	VOID			AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100					CASH		122.69	
09/26/2013	333920	VOID			AP CASH DISBURSEMENTS JOURNAL			
					GENERAL LEDGER TOTAL		122.69	122.69
APP 631-130000					DUE TO/FROM CLEARING			122.69
09/26/2013	09/22/13	VOID						
APP 001-130000					GENERAL - DUE TO/FROM CLEARING		122.69	
09/26/2013	09/22/13	VOID						
					SYSTEM GENERATED ENTRIES TOTAL		122.69	122.69
					JOURNAL 2013/09/251 TOTAL		245.38	245.38

09/30/2013 14:47 | CITY OF BAINBRIDGE ISLAND
lsteinberg | A/P CASH DISBURSEMENTS JOURNAL

PG 3
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT			ACCOUNT DESCRIPTION		
001 GENERAL FUND	2013 9	251	09/26/2013		
001-130000			GENERAL - DUE TO/FROM CLEARING	122.69	
001-213000			GENERAL - ACCOUNTS PAYABLE		122.69
			FUND TOTAL	122.69	122.69
631 CLEARING FUND	2013 9	251	09/26/2013		
631-130000			DUE TO/FROM CLEARING		122.69
635-111100			CASH	122.69	
			FUND TOTAL	122.69	122.69

09/30/2013 14:47
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	122.69	
001 GENERAL FUND		122.69
TOTAL	122.69	122.69

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

09/19/2013 09:37 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 1
apcshdsb

Manual

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

333970 09/18/2013 PRTD 5079 ALLCOUNTY OPERATIONS 186329 12694 07/17/2013 M091813 225.00

Invoice: 12694

PW/SEPTIC SYST INSPEC RENEWL
O&M-C/E-PWYD FAC-PROF SVCS

225.00 73011897 541100

CHECK 333970 TOTAL: 225.00

333971 09/18/2013 PRTD 57 BAY HAY & FEED 186327 951137A 08/26/2013 M091813 31.28

Invoice: 951137A

PW/BULK PROPANE 7.6
O&M-STREET-TRAF CONTROL-SUPPLY

31.28 73111264 531100

186328 951651A

08/29/2013 M091813

27.99

Invoice: 951651A

PW/BULK PROPANE 6.8
O&M-STREET-TRAF CONTROL-SUPPLY

27.99 73111264 531100

CHECK 333971 TOTAL: 59.27

333972 09/18/2013 PRTD 757 WA DEPT OF RETIREMEN 186326 09/13/13 09/13/2013 M091813 8,110.09

Invoice: 09/13/13

FIN/PERS 1,2,3 RETIRMNT CORR
GG-C/E-FIN ADM-BENEFITS

8,110.09 91011141 520000

CHECK 333972 TOTAL: 8,110.09

333973 09/18/2013 PRTD 679 WASHINGTON ASSOCIATI 186325 1289632-60105388 09/10/2013 M091813 150.00

Invoice: 1289632-60105388

LEGAL/PUBL RECRDS TRAING-CB
LEGAL-C/E-TRAINING

150.00 32011154 443410

CHECK 333973 TOTAL: 150.00

NUMBER OF CHECKS 4 *** CASH ACCOUNT TOTAL *** 8,544.36

COUNT AMOUNT

TOTAL PRINTED CHECKS 4 8,544.36

*** GRAND TOTAL *** 8,544.36

09/19/2013 09:37 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 2
apcshdsb

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 9	170								
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		8,485.09	
09/18/2013	M091813	091813				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			8,544.36
09/18/2013	M091813	091813				AP CASH DISBURSEMENTS JOURNAL			
APP 101-213000						STREETS - ACCOUNTS PAYABLE		59.27	
09/18/2013	M091813	091813				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								8,544.36	8,544.36
APP 631-130000						DUE TO/FROM CLEARING		8,544.36	
09/18/2013	M091813	091813							
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			8,485.09
09/18/2013	M091813	091813							
APP 101-130000						STREETS - DUE TO/FROM CLEARING			59.27
09/18/2013	M091813	091813							
SYSTEM GENERATED ENTRIES TOTAL								8,544.36	8,544.36
JOURNAL 2013/09/170 TOTAL								17,088.72	17,088.72

09/19/2013 09:37 |CITY OF BAINBRIDGE ISLAND
lsteinberg |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 9	170	09/18/2013			
001-130000				GENERAL - DUE TO/FROM CLEARING		8,485.09
001-213000				GENERAL - ACCOUNTS PAYABLE	8,485.09	
				FUND TOTAL	8,485.09	8,485.09
101 STREET FUND	2013 9	170	09/18/2013			
101-130000				STREETS - DUE TO/FROM CLEARING		59.27
101-213000				STREETS - ACCOUNTS PAYABLE	59.27	
				FUND TOTAL	59.27	59.27
631 CLEARING FUND	2013 9	170	09/18/2013			
631-130000				DUE TO/FROM CLEARING	8,544.36	
635-111100				CASH		8,544.36
				FUND TOTAL	8,544.36	8,544.36

09/19/2013 09:37
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	8,544.36	
001 GENERAL FUND		8,485.09
101 STREET FUND		59.27
TOTAL	8,544.36	8,544.36

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

Manual

09/23/2013 13:39 |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

CHECK RUN

NET

INVOICE DTL DESC

333974 09/23/2013 PRTD 634 CITY OF BAINBRIDGE I 186330 SSDE15773B 09/23/2013 M092313 572.00

Invoice: SSDE15773B

PW/SSDE-WING PT SEWER LINE

572.00 73421355 549800

WIN COLL-PERMITS

CHECK 333974 TOTAL: 572.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 572.00

COUNT AMOUNT

TOTAL PRINTED CHECKS 1 572.00

*** GRAND TOTAL *** 572.00

09/23/2013 13:39 |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	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2013 9 184									
APP 402-213000						ACCOUNTS PAYABLE		572.00	
	09/23/2013	M092313	092313			AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			572.00
	09/23/2013	M092313	092313			AP CASH DISBURSEMENTS JOURNAL			
						GENERAL LEDGER TOTAL		572.00	572.00
APP 631-130000						DUE TO/FROM CLEARING		572.00	
	09/23/2013	M092313	092313						
APP 402-130000						DUE TO/FROM CLEARING			572.00
	09/23/2013	M092313	092313						
						SYSTEM GENERATED ENTRIES TOTAL		572.00	572.00
						JOURNAL 2013/09/184 TOTAL		1,144.00	1,144.00

09/23/2013 13:39
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 9	184	09/23/2013		
402-130000			DUE TO/FROM CLEARING		572.00
402-213000			ACCOUNTS PAYABLE	572.00	
			FUND TOTAL	572.00	572.00
631 CLEARING FUND	2013 9	184	09/23/2013		
631-130000			DUE TO/FROM CLEARING	572.00	
635-111100			CASH		572.00
			FUND TOTAL	572.00	572.00

09/23/2013 13:39
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	572.00	
402 SEWER OPERATING FUND		572.00
TOTAL	572.00	572.00

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

manual

09/25/2013 07:57 |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

CHECK RUN

NET

INVOICE DTL DESC

333975 09/24/2013 PRD 1565 PITNEY BOWES INC 186331 09/23/13 09/23/2013 M092413 5,000.00

Invoice: 09/23/13

CITY HALL POSTAGE METER REFILL
GG-C/E-CITY HALL-POSTAGE

5,000.00 91011189 542500

CHECK 333975 TOTAL: 5,000.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 5,000.00

COUNT AMOUNT

TOTAL PRINTED CHECKS 1 5,000.00

*** GRAND TOTAL *** 5,000.00

09/25/2013 07:57 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 2
apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER JNL

SRC ACCOUNT

EFF DATE JNL DESC REF 1 REF 2 REF 3

ACCOUNT DESC

T OB

DEBIT

CREDIT

LINE DESC

2013 9 211

APP 001-213000

09/24/2013 M092413 092413

GENERAL - ACCOUNTS PAYABLE

5,000.00

AP CASH DISBURSEMENTS JOURNAL

APP 635-111100

09/24/2013 M092413 092413

CASH

5,000.00

AP CASH DISBURSEMENTS JOURNAL

GENERAL LEDGER TOTAL

5,000.00

5,000.00

APP 631-130000

09/24/2013 M092413 092413

DUE TO/FROM CLEARING

5,000.00

APP 001-130000

09/24/2013 M092413 092413

GENERAL - DUE TO/FROM CLEARING

5,000.00

SYSTEM GENERATED ENTRIES TOTAL

5,000.00

5,000.00

JOURNAL 2013/09/211 TOTAL

10,000.00

10,000.00

09/25/2013 07:57 |CITY OF BAINBRIDGE ISLAND
lsteinberg |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 9	211	09/24/2013			
001-130000				GENERAL - DUE TO/FROM CLEARING		5,000.00
001-213000				GENERAL - ACCOUNTS PAYABLE	5,000.00	
				FUND TOTAL	5,000.00	5,000.00
631 CLEARING FUND	2013 9	211	09/24/2013			
631-130000				DUE TO/FROM CLEARING	5,000.00	
635-111100				CASH		5,000.00
				FUND TOTAL	5,000.00	5,000.00

09/25/2013 07:57
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	5,000.00	
001 GENERAL FUND		5,000.00
TOTAL	5,000.00	5,000.00

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

Ret Rel

CASH ACCOUNT: 628
CHECK NO

111100
CHK DATE

CASH-RETAINAGE
TYPE VENDOR NAME

VOUCHER

INVOICE

INV DATE

PO

CHECK RUN

NET

INVOICE DTL DESC

107	09/25/2013	PRTD	5890	SEALEVEL BULKHEAD BU 186332	RETREL-620	09/20/2013	RT092513	252.22
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Invoice: RETREL-620

RET REL SEABORNE SLIDE REPR
RETAINAGE RELEASE

252.22 41628860 586000

CHECK 107 TOTAL: 252.22

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 252.22

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	252.22

*** GRAND TOTAL *** 252.22

09/25/2013 08:52 |CITY OF BAINBRIDGE ISLAND
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PG 2
apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER JNL

SRC ACCOUNT

EFF DATE JNL DESC REF 1 REF 2 REF 3

ACCOUNT DESC

T OB

DEBIT

CREDIT

LINE DESC

2013 9 214

APP 622-213000

09/25/2013 RT092513 092513

ACCOUNTS PAYABLE

252.22

AP CASH DISBURSEMENTS JOURNAL

APP 628-111100

09/25/2013 RT092513 092513

CASH-RETAINAGE

252.22

AP CASH DISBURSEMENTS JOURNAL

JOURNAL 2013/09/214 TOTAL

252.22

252.22

09/25/2013 08:52
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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 9	214	09/25/2013			
622-213000				ACCOUNTS PAYABLE	252.22	
628-111100				CASH-RETAINAGE		252.22
				FUND TOTAL	252.22	252.22

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

Manuel

10/01/2013 14:49 |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

CHECK RUN

NET

INVOICE DTL DESC

333976 10/01/2013 PRD 6642 COMMUNITY SOLAR SOLU 186484 09/10/13A 09/10/2013 M100113 122.69

Invoice: 09/10/13A

EX/JUL/AUG SOLAR NET METERING

122.69 91011189 54500000627 CH SOLAR-NET METERING PYMTS

CHECK 333976 TOTAL: 122.69

333977 10/01/2013 PRD 757 WA DEPT OF RETIREMEN 186465 09/25/13 09/25/2013 M100113 33.96

Invoice: 09/25/13

FIN/PERS 2 & 3-INTEREST DUE

33.96 91011141 520000 GG-C/E-FIN ADM-BENEFITS

CHECK 333977 TOTAL: 33.96

NUMBER OF CHECKS 2 *** CASH ACCOUNT TOTAL *** 156.65

COUNT AMOUNT

TOTAL PRINTED CHECKS 2 156.65

*** GRAND TOTAL *** 156.65

10/01/2013 14:49 |CITY OF BAINBRIDGE ISLAND
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PG 2
apcshdsb

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 10 6				
APP 001-213000	GENERAL - ACCOUNTS PAYABLE		156.65	
10/01/2013 M100113 100113	AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	CASH			156.65
10/01/2013 M100113 100113	AP CASH DISBURSEMENTS JOURNAL			
	GENERAL LEDGER TOTAL		156.65	156.65
APP 631-130000	DUE TO/FROM CLEARING		156.65	
10/01/2013 M100113 100113				
APP 001-130000	GENERAL - DUE TO/FROM CLEARING			156.65
10/01/2013 M100113 100113				
	SYSTEM GENERATED ENTRIES TOTAL		156.65	156.65
	JOURNAL 2013/10/6 TOTAL		313.30	313.30

10/01/2013 14:49
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		
001 GENERAL FUND	2013 10	6	10/01/2013		
001-130000			GENERAL - DUE TO/FROM CLEARING		156.65
001-213000			GENERAL - ACCOUNTS PAYABLE	156.65	
			FUND TOTAL	156.65	156.65
631 CLEARING FUND	2013 10	6	10/01/2013		
631-130000			DUE TO/FROM CLEARING	156.65	
635-111100			CASH		156.65
			FUND TOTAL	156.65	156.65

10/01/2013 14:49
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	156.65	
001 GENERAL FUND		156.65
TOTAL	156.65	156.65

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

Regular

10/02/2013 14:15 |CITY OF BAINBRIDGE ISLAND
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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 CHECK RUN NET

INVOICE DTL DESC

333978 10/10/2013 PRD 5 ACE HARDWARE 186340 25217 09/09/2013 10/06/13 10.31

Invoice: 25217

ENG/40 QT STYROFOAM COOLER

10.31 72431835 53110000451 MONITORING-SUPPLIES

186341 25299

09/18/2013

10/06/13

15.93

Invoice: 25299

PW/CEMENT PRIMR/VALVE BALL

7.97 73111427 531100

OFFICE SUPPLIES

7.96 73111423 531100

OFFICE SUPPLIES

186342 25309

09/18/2013

10/06/13

26.03

Invoice: 25309

PW/NIPPLE/COUPLES

26.03 73111290 531100

O&M-STREET-MAINT O/H-SUPPLIES

186343 25312

09/19/2013

10/06/13

68.41

Invoice: 25312

PW/CLIP/NIPPLE/COUPLE/PLUG

68.41 73421355 531100

WIN COLL-SUPPLIES

186402 25316

09/19/2013

10/06/13

143.21

Invoice: 25316

PW/7 BULBS/DOORKNOBS/COUPNLG

143.21 73011768 531100

O&M-C/E-PARKS-SUPPLIES

186403 25317

09/19/2013

10/06/13

6.51

Invoice: 25317

PW/SOCKET BTM TURNKNOB

6.51 73011183 531100

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

186404 25321

09/19/2013

10/06/13

16.82

Invoice: 25321

PW/48" BULB

16.82 73011189 531100

O&M - C/E FACIL OFC SUPPLIES

186405 25329

09/20/2013

10/06/13

5.17

Invoice: 25329

PW/SINGLE CUT KEY

5.17 73637891 531100

OFFICE SUPPLIES

186406 25348

09/23/2013

10/06/13

11.07

Invoice: 25348

PW/6 FASTENERS

11.07 73011897 531100

O&M-C/E-PWYD FAC-SUPPLIES

186407 25353

09/24/2013

10/06/13

70.55

Invoice: 25353

PW/2 GAL PAINT/ROLLER

70.55 73011897 531100

O&M-C/E-PWYD FAC-SUPPLIES

186489 25354

09/24/2013

10/06/13

60.36

Invoice: 25354

PW/MISC PLUMBING SUPPLIES

60.36 73411345 531100

OFFICE SUPPLIES

186490 25361

09/25/2013

10/06/13

9.22

Invoice: 25361

PW/VALVE BALL

9.22 73411345 531100

OFFICE SUPPLIES

186491 25362

09/25/2013

10/06/13

22.80

Invoice: 25362

PW/CUT KEY/FASTENERS-WWTP

22.80 73425358 531100

O&M-WWTP-SUPPLIES

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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 CHECK RUN NET

INVOICE DTL DESC

Invoice: 25367	186492	25367	09/26/2013	10/06/13	13.00		
	13.00	73011897 531100	PW/PAIL/KITCHEN 409				
			O&M-C/E-PWYD FAC-SUPPLIES				
Invoice: 25383	186493	25383	09/27/2013	10/06/13	5.17		
	5.17	73637891 531100	PW/SINGLE CUT KEY				
			OFFICE SUPPLIES				
			CHECK	333978 TOTAL:	484.56		
333979 10/10/2013 PRD	863	INTERSTATE BATTERIES	186494	21068913	09/19/2013	10/06/13	30.41
Invoice: 21068913					PW/SHOP SUPPLIES		
	30.41	73638935 531100			OFFICE SUPPLIES		
Invoice: 21068913A	186495	21068913A	09/19/2013	10/06/13	125.27		
	125.27	53011212 531100	PW/MTP-780T/POL VEH#134				
			PD-C/E-PATROL SUPPLIES				
			CHECK	333979 TOTAL:	155.68		
333980 10/10/2013 PRD	1014	ALLDATA LLC	186344	CITYBA-2013	09/05/2013	10/06/13	1,629.00
Invoice: CITYBA-2013					PW/2013 SUBSCRIPTION RENEWAL		
	1,629.00	81011881 548500			IT - C/E COMPUTER SUPPORT		
			CHECK	333980 TOTAL:	1,629.00		
333981 10/10/2013 PRD	580	THOMAS S ALPAUGH	186467	09/27/13	09/30/2013	21300000 10/06/13	4,291.67
Invoice: 09/27/13					PUBLIC DEFENDER		
	4,291.67	32011281 541113			LGL-C/E-PUBLIC DEF-OUTSIDE ATT		
			CHECK	333981 TOTAL:	4,291.67		
333982 10/10/2013 PRD	6346	ALPHAGRAPHICS	186446	224359-2	08/30/2013	10/06/13	2,070.97
Invoice: 224359-2					ENG/500 RAIN GARDEN HNDBKS		
	2,070.97	72431832 53110000454			NPDES SSWM ADM-SUPPLIES		
			CHECK	333982 TOTAL:	2,070.97		
333983 10/10/2013 PRD	1258	ALPINE PRODUCTS INC	186408	TM-134041	08/01/2013	10/06/13	383.84
Invoice: TM-134041					PW/TRAFFIC PAINT/GLASS BEADS		
	383.84	990 141100			MERCHANDISE		
			CHECK	333983 TOTAL:	383.84		

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CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

333984 10/10/2013 PRTD 5907 AMSAN OLYMPIC SUPPLY 186496 296668379 09/24/2013 10/06/13 1,102.75
Invoice: 296668379
1,102.75 73637948 531100 PW/TISSUES/TOWELLS/LINERS
O&M ALLOC-CITY WIDE SUPPLIES
CHECK 333984 TOTAL: 1,102.75

333985 10/10/2013 PRTD 4710 ASSOCIATED PETROLEU 186497 0480679-IN 09/20/2013 10/06/13 2,314.87
Invoice: 0480679-IN
2,314.87 73638932 532000 PW/650 GAL ETHANOL
O&M-FUEL ALLOC TO OTH DEPTS
186498 0480704-IN 09/20/2013 10/06/13 924.55
Invoice: 0480704-IN
924.55 73638893 532000 PW/270 GAL DIESEL
O&M-FUEL USE-ALLOCATION
CHECK 333985 TOTAL: 3,239.42

333986 10/10/2013 PRTD 1513 AMERICAN PUBLIC WORK 186345 600919-2014 09/10/2013 10/06/13 608.00
Invoice: 600919-2014
304.00 72011321 549100 PW/2014 AGENCY RENEWAL
304.00 73637891 549100 ENG - C/E ADMIN MISCELLEANEOUS
DUES/SUBSCRIPTIONS
CHECK 333986 TOTAL: 608.00

333987 10/10/2013 PRTD 2922 ARXCIS INC 186499 0996741 09/20/2013 10/06/13 400.00
Invoice: 0996741
400.00 73011897 541100 PW/INSPECT/TEST/CERTIF CRANE
O&M-C/E-PWYD FAC-PROF SVCS
CHECK 333987 TOTAL: 400.00

333988 10/10/2013 PRTD 6689 HERCULES, INC 186410 130471250 09/16/2013 10/06/13 3,705.54
Invoice: 130471250
3,705.54 73425358 531100 PW/PRAESTOL K 279 FLX-WWTP
O&M-WWTP-SUPPLIES
CHECK 333988 TOTAL: 3,705.54

333989 10/10/2013 PRTD 2138 ASPECT CONSULTING LL 186447 18662 09/18/2013 21300020 10/06/13 253.50
Invoice: 18662
253.50 72411342 54110000485 MAINTAIN & UPGRADE DATABASE
GROUNDWTR MNGT PRGM-PRO SVCS
186448 18663 09/18/2013 21300020 10/06/13 890.76
Invoice: 18663
890.76 72431832 54110000445 NPDES PERMIT-PRO SVCS
CHECK 333989 TOTAL: 1,144.26

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PG 4
apcshdsb

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

333990 10/10/2013 PRD 6420 AT&T MOBILITY 186510 0932SEP13 09/21/2013 10/06/13 99.77
Invoice: 0932SEP13
99.77 91011189 542100 ENG DATA CARDS SURVEY EQUIP
GG-C/E-CITY HALL-PHONE
CHECK 333990 TOTAL: 99.77

333991 10/10/2013 PRD 4365 AUTOMATIC FUNDS TRAN 186511 71154 09/10/2013 10/06/13 708.72
Invoice: 71154
129.20 43411341 541100 FIN/UB STATEMENT PREP & MAIL
129.21 43421351 541100 FIN - WATER ADMIN PROF SERVICE
225.15 91411891 542500 FIN - SEWER ADMIN PROF SERVICE
225.16 91421891 542500 GG-WTR-FAC-POSTAGE
GG-SWR-FAC-POSTAGE
186512 71193 09/11/2013 10/06/13 10.98
Invoice: 71193
1.58 43411341 541100 FIN/UB FINAL BILL PRT & MAIL
1.58 43421351 541100 FIN - WATER ADMIN PROF SERVICE
3.91 91411891 542500 FIN - SEWER ADMIN PROF SERVICE
3.91 91421891 542500 GG-WTR-FAC-POSTAGE
GG-SWR-FAC-POSTAGE
CHECK 333991 TOTAL: 719.70

333992 10/10/2013 PRD 736 AVAYA INC 186346 2732748648 09/08/2013 21300009 10/06/13 1,484.19
Invoice: 2732748648
1,484.19 81011881 548500 IT/PHONE SYSTEM MAINTENANCE
IT - C/E COMPUTER SUPPORT
CHECK 333992 TOTAL: 1,484.19

333993 10/10/2013 PRD 47 BAINBRIDGE DISPOSAL 186513 15003SEP13 09/30/2013 10/06/13 196.65
Invoice: 15003SEP13
196.65 91011189 547900 SEP13 CITY HALL DISPOSAL SVC
GG-C/E-CITY HALL-GARBAGE
186514 10963SEP13 09/30/2013 10/06/13 2,256.68
Invoice: 10963SEP13
85.35 91011215 547900 SEP13 CITY WIDE DISPOSAL SVC
303.71 91011768 547900 GG-C/E-PD-GARBAGE
301.61 91425358 547900 GG-C/E-PARKS-GARBAGE
1,566.01 91011897 547900 GG-WWTP-GARBAGE (NOT BIOSOLIDS)
GG-C/E-O&M YARD FAC-GARBAGE
CHECK 333993 TOTAL: 2,453.33

333994 10/10/2013 PRD 5518 BAINBRIDGE LANDSCAPI 186412 1794 09/05/2013 10/06/13 271.50
Invoice: 1794
135.75 73431835 548100 PW/DUMP TRUCK FEE-MOVE EQ
135.75 73431835 548100 REPAIRS & MAINTENANCE
REPAIRS & MAINTENANCE

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PG 5
apcshdsb

CASH ACCOUNT: 635 111100 CASH

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

CHECK	333994 TOTAL:	271.50
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333995	10/10/2013	PRTD	55 BAINBRIDGE ISLAND RE	186347	507073	08/23/2013		10/06/13	56.00
		Invoice: 507073				ENG/LEGAL AD-POND MAINTENANC			

56.00	72431835	54400000639	DET. POND SED MAINT-ADV
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186381	512430	09/13/2013		10/06/13	72.00
		Invoice: 512430			
		PCD/LEGAL AD-CAP FAC PLAN			

72.00	63470586	544000	CUR - DEV ZONING ADVERTISING
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186382	858258	08/31/2013		10/06/13	281.70
		Invoice: 858258			
		EX/DISPLAY AD-LTAC VOLUNTRS			

281.70	31011131	542440	EX-C/E-COMMUNITY INFO ADS
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CHECK	333995 TOTAL:	409.70
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333996	10/10/2013	PRTD	57 BAY HAY & FEED	186348	954509	09/16/2013		10/06/13	35.00
		Invoice: 954509				PW/BULK PROPANE			

35.00	73011897	531100	O&M-C/E-PWYD FAC-SUPPLIES
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186349	954712	09/17/2013		10/06/13	21.45
		Invoice: 954712			
		PW/BULK PROPANE			

21.45	73011897	531100	O&M-C/E-PWYD FAC-SUPPLIES
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CHECK	333996 TOTAL:	56.45
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333997	10/10/2013	PRTD	57 HOWARD BLOCK	186350	955014	09/19/2013		10/06/13	32.07
		Invoice: 955014				PW/BULK PROPANE			

32.07	73011897	531100	O&M-C/E-PWYD FAC-SUPPLIES
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CHECK	333997 TOTAL:	32.07
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333998	10/10/2013	PRTD	5412 BENEFIT ADMINISTRATI	186351	1309521	09/17/2013	21300030	10/06/13	145.50
		Invoice: 1309521				BENEFITS ADMINISTRATION 2013			

20.31	21011125	520000	COURT - BENEFITS
24.78	31011131	520000	EXEC - C/E BENEFITS
24.78	41011141	520000	FIN - C/E ADMIN BENEFITS
8.73	51011211	520000	PD-C/E ADMIN-BENEFITS
5.90	61011581	520000	PCD - C/E ADMIN BENEFITS
47.90	71011321	520000	PW - C/E BENEFITS
13.10	81011881	520000	IT - C/E ADMIN BENEFITS

CHECK	333998 TOTAL:	145.50
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333999	10/10/2013	PRTD	5119 BERGER/ABAM ENGINEER	186352	303004	08/16/2013	21100559	10/06/13	37,200.75
		Invoice: 303004				ROCKAWAY BCH ENGINEERING SVCS			

37,200.75	72321951	64110000534	ROCKAWAY BEACH-DESIGN/ENG
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10/02/2013 14:15 |CITY OF BAINBRIDGE ISLAND
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PG 6
apcshdsb

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

VOUCHER INVOICE

INV DATE PO

CHECK RUN

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INVOICE DTL DESC

Invoice: 303320	186449 303320	09/13/2013 21100559 10/06/13	43,166.48
		ROCKAWAY BCH ENGINEERING SVCS	
	43,166.48 72321951 64110000534	ROCKAWAY BEACH-DESIGN/ENG	
		CHECK 333999 TOTAL:	80,367.23
334000 10/10/2013 PRD 5490 BAINBRIDGE ISLAND ME 186515 09/17/13-BIJAEM	09/17/2013	10/06/13	562.28
Invoice: 09/17/13-BIJAEM		COST SHARING TREE REMOVAL	
	562.28 31011131 541100	EXEC - C/E PROF SERVICES	
		CHECK 334000 TOTAL:	562.28
334001 10/10/2013 PRD 78 BROWNE ENGINEERING I 186353 6931	09/09/2013 21200115 10/06/13		742.50
Invoice: 6931		YEOMALT DESIGN STUDY	
	742.50 72433438 64110000231	ANN DRAIN PRG-CAP P SVCS/DES	
		CHECK 334001 TOTAL:	742.50
334002 10/10/2013 PRD 7621 CAROLLO ENGINEERS IN 186451 0130758	08/06/2013 21200165 10/06/13		30,050.01
Invoice: 0130758		DESIGN-EAGL HARB BEACH MAINS	
	30,050.01 72423434 64110000471	BEACH MAIN REPL DES-CAP ENG	
	186452 0130524	09/18/2013 21200189 10/06/13	23,575.10
Invoice: 0130524		GENERAL SEWER PLAN UPDATES	
	23,575.10 72421352 54110000343	SWR SYS COMP PLAN-ENG	
		CHECK 334002 TOTAL:	53,625.11
334003 10/10/2013 PRD 6014 CASCADIA INTERNATION 186413 732448T	09/16/2013	10/06/13	76.70
Invoice: 732448T		PW/16-020 SWITCH	
	76.70 73431835 531100	OFFICE SUPPLIES	
	186500 101224	09/26/2013 10/06/13	1,000.00
Invoice: 101224		PW/MISC REPAIRS-EQ#25	
	1,000.00 73637945 548100	O&M ALLOC-SWEEPER-REPAIRS	
		CHECK 334003 TOTAL:	1,076.70
334004 10/10/2013 PRD 1820 CDW GOVERNMENT INC 186415 FV54178	09/17/2013	10/06/13	162.77
Invoice: FV54178		PW/INK FOR PLOTTER	
	81.38 72011321 531100	ENG - C/E ADMIN SUPPLIES	
	81.39 61011581 531100	PCD - C/E ADMIN SUPPLIES	
		CHECK 334004 TOTAL:	162.77

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PG 7
apcshdsb

CASH ACCOUNT: 635 111100 CASH

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

334005	10/10/2013	PRTD	4586 CHS, INC.	186354	H94921	07/18/2013		10/06/13	334.71
Invoice: H94921						PW/50# BAGS SALT X 49			

334.71	73411345	531100	OFFICE SUPPLIES
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186355	H94928	07/18/2013		10/06/13	334.71				
Invoice: H94928						PW/50# BAGS SALT X 49			

334.71	73411345	531100	OFFICE SUPPLIES
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186356	H94929	07/18/2013		10/06/13	109.29				
Invoice: H94929						PW/50# BAGS SALT X 16			

109.29	73411345	531100	OFFICE SUPPLIES
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CHECK	334005 TOTAL:	778.71
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334006	10/10/2013	PRTD	551 CENTURYLINK	186516	0399SEP13	09/23/2013		10/06/13	2,483.89
Invoice: 0399SEP13						CITY WIDE PHONE SERVICE			

1,515.44	91425358	542100	GG-WWTP-TELEPHONE/FAX
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592.53	91411891	542100	GG-WTR-FAC-PHONE
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68.16	91011755	542100	GG-C/E-COMMONS-PHONE
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88.67	91011189	542100	GG-C/E-CITY HALL-PHONE
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140.57	91011897	542100	GG-C/E-O&M YARD FAC-PHONE
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44.23	91011255	542100	GG-C/E-COURT BLDG-PHONE
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34.29	91011215	542100	GG-C/E-PD-PHONE
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CHECK	334006 TOTAL:	2,483.89
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334007	10/10/2013	PRTD	460 CITY OF BI - PETTY C	186518	44875	09/06/2013		10/06/13	5.19
Invoice: 44875						PW/HILL-CLEANING SUPPLIES			

5.19	72011321	531100	ENG - C/E ADMIN SUPPLIES
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186519	44876	09/09/2013		10/06/13	9.77				
Invoice: 44876						FIN/LANT-DISPLAY CORKBOARD			

9.77	41011141	531100	FIN - C/E ADMIN SUPPLIES
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186520	44877	09/11/2013		10/06/13	1.32				
Invoice: 44877						USPS POSTAGE DUE			

1.32	91011189	542500	GG-C/E-CITY HALL-POSTAGE
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186521	44878	09/19/2013		10/06/13	8.75				
Invoice: 44878						PW/HILL-TRANS \$-STRMWTR WRK			

8.75	72431831	543100	ENG - SSWM ADM TRAVEL EXPENSE
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186522	09/30/13	09/30/2013		10/06/13	1.05				
Invoice: 09/30/13						FIN/PETTY CASH-SHORT			

1.05	01136	369810	CASHIER'S OVERAGES & SHORTAGES
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CHECK	334007 TOTAL:	26.08
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10/02/2013 14:15 |CITY OF BAINBRIDGE ISLAND
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CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

334008 10/10/2013 PRD 104 CITY OF BREMERTON 186383 BKAT000218 09/03/2013 21300023 10/06/13 2,500.00
Invoice: BKAT000218 ACCESS TELEVISION SERVICES

2,500.00 91011572 54242000297 GG-C/E-OUTREACH TELEVISED

CHECK 334008 TOTAL: 2,500.00

334009 10/10/2013 PRD 7823 CIVICPLUS, LLC 186416 142428 09/09/2013 10/06/13 9,395.34
Invoice: 142428 IT/WEBSITE REDESIGN PHASE 1

9,395.34 81011418 66300000653 WEBSITE REDESIGN

CHECK 334009 TOTAL: 9,395.34

334010 10/10/2013 PRD 152 DAILY JOURNAL OF COM 186523 3280352 09/27/2013 10/06/13 125.40
Invoice: 3280352 IT/AD-FINANCE SYSTEM RFP

125.40 81011881 544000 IT - C/E ADVERTISING

CHECK 334010 TOTAL: 125.40

334011 10/10/2013 PRD 7144 DTMICRO, INC 186417 1748 09/15/2013 10/06/13 135.75
Invoice: 1748 IT/SEP13 POL I-LEADS CONNECT

135.75 91011215 542100 GG-C/E-PD-PHONE

CHECK 334011 TOTAL: 135.75

334012 10/10/2013 PRD 7787 EAGLE EYE CONSULTING 186551 BLD18853SFR 10/01/2013 21300144 10/06/13 1,760.00
Invoice: BLD18853SFR THIRD-PARTY ENG REVIEW FOR BP

1,760.00 65538 38600000644 EXPEDITED BLDG PERMITS-3PARTY

CHECK 334012 TOTAL: 1,760.00

334013 10/10/2013 PRD 6940 FREMONT ANALYTICAL 186358 1308172 09/13/2013 21300012 10/06/13 456.75
Invoice: 1308172 ANALYTICAL SERVICES

456.75 72431832 54110000445 NPDES PERMIT-PRO SVCS

186453 1308172A 09/20/2013 21300012 10/06/13 89.25

Invoice: 1308172A

ANALYTICAL SERVICES

89.25 72431832 54110000445 NPDES PERMIT-PRO SVCS

186454 1309119 09/19/2013 21300012 10/06/13 420.00

Invoice: 1309119

ANALYTICAL SERVICES

420.00 72431832 54110000445 NPDES PERMIT-PRO SVCS

186455 1309120 09/19/2013 21300012 10/06/13 488.75

Invoice: 1309120

ANALYTICAL SERVICES

488.75 72411342 54110000485 GROUNDWTR MNGT PRGM-PRO SVCS

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CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

186457 1309146 09/20/2013 21300012 10/06/13 106.25

Invoice: 1309146

ANALYTICAL SERVICES

106.25 72411342 54110000485 GROUNDWTR MNGT PRGM-PRO SVCS

186458 1309149 09/20/2013 21300012 10/06/13 480.00

Invoice: 1309149

ANALYTICAL SERVICES

480.00 72431832 54110000445 NPDES PERMIT-PRO SVCS

CHECK 334013 TOTAL: 2,041.00

334014 10/10/2013 PRD 4262 GEMPLER'S

Invoice: 1019735507

186359 1019735507

09/09/2013

10/06/13

81.98

PW/DISP LATEX GLOVES X 3 PKS

81.98 73637891 531100

OFFICE SUPPLIES

CHECK 334014 TOTAL: 81.98

334015 10/10/2013 PRD 4262 GEMPLER'S

Invoice: 1019743011

186360 1019743011

09/12/2013

10/06/13

40.45

PW/CREWS EYEWEAR-1 BOX

40.45 73637891 531100

OFFICE SUPPLIES

186418 1019739675

09/10/2013

10/06/13

95.46

PW/SPRIN 4" HEAD TRIMR

Invoice: 1019739675

95.46 73011183 531100

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

186419 1019744916

09/13/2013

10/06/13

22.64

PW/DISP LATEX GLOVES

Invoice: 1019744916

22.64 73637891 531100

OFFICE SUPPLIES

CHECK 334015 TOTAL: 158.55

334016 10/10/2013 PRD 7451 GOOD TO GO!

Invoice: TB-133809184

186420 TB-133809184

09/11/2013

10/06/13

3.95

POL/BRIDGE TOLL

3.95 53011212 543100

PATROL-TRAVEL (NOT MEALS/LODG)

CHECK 334016 TOTAL: 3.95

334017 10/10/2013 PRD 513 GRAINGER

Invoice: 9246497649

186421 9246497649

09/18/2013

10/06/13

247.07

PW/MOUNTED BEARING-EQ#24

247.07 73637945 531100

O&M ALLOC-SWEEPER-SUPPLIES

CHECK 334017 TOTAL: 247.07

334018 10/10/2013 PRD 252 H.D. FOWLER COMPANY

Invoice: I3474532

186422 I3474532

09/13/2013

10/06/13

899.56

PW/YD HYDRNT/DRAIN HOLE/PLNG

899.56 73011189 531100

O&M - C/E FACIL OFC SUPPLIES

186423 I3474534

09/13/2013

10/06/13

954.32

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CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

Invoice: 13474534

PW/36" TRASH RACK

954.32 73431835 531100

OFFICE SUPPLIES

CHECK 334018 TOTAL: 1,853.88

334019 10/10/2013 PRTD 4723 HARD ROCK INC

186361 59616

09/11/2013

10/06/13

299.46

Invoice: 59616

PW/POL SEWER LINE WORL

299.46 73421355 531100

WIN COLL-SUPPLIES

CHECK 334019 TOTAL: 299.46

334020 10/10/2013 PRTD 2228 IBS INCORPORATED

186424 544145-1

09/10/2013

10/06/13

1,254.36

Invoice: 544145-1

PW/SPHAG SORB LOOSE FILL

1,254.36 431 141100

STRM DRN-INVENTORY

CHECK 334020 TOTAL: 1,254.36

334021 10/10/2013 PRTD

1079 WSU CONFERENCE MNGMT 186362 6652355

09/20/2013

10/06/13

1,680.00

Invoice: 6652355

PW/IMSA CONF REGIST-JR,KT,TO

1,680.00 73111290 443410

O&M-STREET-MAINT O/H-TRAINING

CHECK 334021 TOTAL: 1,680.00

334022 10/10/2013 PRTD

277 INSLEE BEST DOEZIE & 186524 194940

09/23/2013

10/06/13

347.20

Invoice: 194940

LEGAL/MCNABB

347.20 32011152 54111100184 MCNABB-LITIGATION-OUTSIDE ATTY

CHECK 334022 TOTAL: 347.20

334023 10/10/2013 PRTD

2306 KITSAP COUNTY PROSEC 186469 2013-OCT

09/30/2013 21300022 10/06/13

7,801.33

Invoice: 2013-OCT

2013 PROSECUTION SERVICES

7,801.33 32011521 541112

LGL-CRIMINA-OUTSIDE PROSECUTOR

CHECK 334023 TOTAL: 7,801.33

334024 10/10/2013 PRTD

1496 KITSAP COUNTY SEWER 186525 21540-BLAKELY

09/20/2013 21300032 10/06/13

700.00

Invoice: 21540-BLAKELY

SEP13 BLAKELY SEWER SVC

700.00 73426356 551000

SIS-SD#7 PROCESSING CHGS

186526 21540-LYNWOOD

09/20/2013 21300032 10/06/13

2,795.00

Invoice: 21540-LYNWOOD

SEP13-LYNWOOD SEWER SVC

2,795.00 73426356 551000

SIS-SD#7 PROCESSING CHGS

186527 21540-BLOSSOM

09/20/2013 21300032 10/06/13

985.00

Invoice: 21540-BLOSSOM

SEP13-BLOSSOM HILL SWR SVC

985.00 73426356 551000

SIS-SD#7 PROCESSING CHGS

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CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

Invoice: 21540-SIS	186528	21540-SIS	09/20/2013	21300032	10/06/13	8,600.00	
			SEP13	SIS SEWER SVC			
	8,600.00	73426356 551000		SIS-SD#7 PROCESSING CHGS			
			CHECK	334024	TOTAL:	13,080.00	
334025 10/10/2013 PRTD	339	KITSAP COUNTY - CENC	186425	BIPD2013-10	09/17/2013	10/06/13	7,626.50
Invoice: BIPD2013-10					POL/OCTOBER CENCOM SERVICE		
	5,338.55	53011286 551000		POLICE - C/E PATROL CENCOM			
	2,287.95	52011286 551000		POLICE - C/E - INVEST CENCOM			
			CHECK	334025	TOTAL:	7,626.50	
334026 10/10/2013 PRTD	1971	KELLEY IMAGING SYSTE	186485	110542	09/26/2013	10/06/13	583.31
Invoice: 110542					PCD/6550C COPIER MAINT		
	583.31	61470581 545000		PCD - DEV ADMIN RENTS & LEASES			
Invoice: 110543							
	186486	110543			09/26/2013	10/06/13	792.37
					PCD/4540C COPIER MAINT		
	792.37	61470581 545000		PCD - DEV ADMIN RENTS & LEASES			
			CHECK	334026	TOTAL:	1,375.68	
334027 10/10/2013 PRTD	7836	KETCHAM, SERENA	186553	BLD18853SFR	10/01/2013	10/06/13	740.00
Invoice: BLD18853SFR					PCD/RFND 3RD PARTY REV DEPOS		
	740.00	65538 38600000644		EXPEDITED BLDG PERMITS-3PARTY			
			CHECK	334027	TOTAL:	740.00	
334028 10/10/2013 PRTD	1010	PAUL L KING	186363	41186	08/22/2013	10/06/13	130.32
Invoice: 41186					PW/DRILL LOCK/RE-KEY		
	130.32	73011183 548100		O&M-C/E-CH FAC-REPAIRS			
Invoice: 41197							
	186364	41197			08/28/2013	10/06/13	129.23
					PW/NEW KEYS X 12		
	129.23	73011183 548100		O&M-C/E-CH FAC-REPAIRS			
			CHECK	334028	TOTAL:	259.55	
334029 10/10/2013 PRTD	579	KITSAP SUN	186365	293004	08/25/2013	10/06/13	104.13
Invoice: 293004					ENG/AD-DETENTN POND MAINT		
	104.13	72431835 54400000639		DET. POND SED MAINT-ADV			
			CHECK	334029	TOTAL:	104.13	

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CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

334030 10/10/2013 PRD 309 KITSAP TIRE CENTER I 186426 185129 09/17/2013 10/06/13 19.49
Invoice: 185129
9.75 73111423 548100 PW/FLAT REPAIR-VEH#49
9.74 73111427 548100 REPAIRS & MAINTENANCE
O&M-ACCESS RDSIDE R&M

CHECK 334030 TOTAL: 19.49

334031 10/10/2013 PRD 1652 KITSAP TOWING & ROAD 186501 5302253 08/08/2013 10/06/13 189.57
Invoice: 5302253
189.57 73637945 548100 PW/TOWING EQ#24
O&M ALLOC-SWEEPER-REPAIRS

CHECK 334031 TOTAL: 189.57

334032 10/10/2013 PRD 5603 NRC ENVIRONMENTAL SE 186427 77574-1A 09/16/2013 10/06/13 2,251.28
Invoice: 77574-1A
2,251.28 73421355 548100 PW/ER TO DIESEL SPILL
WIN COLL-R&M

CHECK 334032 TOTAL: 2,251.28

334033 10/10/2013 PRD 1052 CANNON SOLUTIONS AME 186414 902100093 09/09/2013 10/06/13 121.50
Invoice: 902100093
60.75 72011321 531100 IT/PLOTTER PAPER X 4 ROLLS
60.75 61011581 531100 ENG - C/E ADMIN SUPPLIES
PCD - C/E ADMIN SUPPLIES

CHECK 334033 TOTAL: 121.50

334034 10/10/2013 PRD 2430 OGDEN MURPHY WALLACE 186532 707756 09/17/2013 10/06/13 22.50
Invoice: 707756
22.50 32011152 54111100566 LEGAL/GERLACH
GERLACH BUOY APPEAL-LITIGATION

186533 707756A 09/17/2013 10/06/13 135.00
LEGAL/SMP
135.00 32011152 54111000289 SMP-CIVIL LEGAL SVCS

186534 707756B 09/17/2013 10/06/13 967.50
LEGAL/CINGULAR WIRELS CLAIM
967.50 32011152 54111100633 CINGULAR WIRELESS CLAIM-LITIGA

186535 707756C 09/17/2013 10/06/13 5,276.99
LEGAL/MCNABB
5,276.99 32011152 54111100184 MCNABB-LITIGATION-OUTSIDE ATTY

186536 707756D 09/17/2013 10/06/13 2,790.00
LEGAL/PAULSEN
2,790.00 32011152 54111100655 PAULSON/FORTNER PRR SUIT-LEGAL

186537 707756E 09/17/2013 10/06/13 44.88

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CASH ACCOUNT: 635 111100 CASH

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INVOICE DTL DESC

Invoice: 707756E

LEGAL/GERLACH

44.88 32011152 54111100566 GERLACH BUOY APPEAL-LITIGATION

Invoice: 707756F

186538	707756F	09/17/2013	10/06/13	1,099.49
LEGAL/CITY HALL OFFICE HRS				
1,099.49	32011152	54111000506	INSLEE BEST IN CITY HALL TIME	

Invoice: 707756G

186539	707756G	09/17/2013	10/06/13	5,242.86
LEGAL/COUNCIL MEETINGS				
5,242.86	32011152	54111000511	LEGAL-CC MEETINGS & STUDY SESS	

Invoice: 707756H

186540	707756H	09/17/2013	10/06/13	965.46
LEGAL/GENERAL WORK				
965.46	32011152	54111000512	LEGAL-GENERAL WORK	

Invoice: 707756-I

186541	707756-I	09/17/2013	10/06/13	134.63
LEGAL/MISC LAND USE/DEV ISSU				
134.63	32470152	541110	LGL-DEVELOP-CIVIL-OUTSIDE ATTY	

Invoice: 707756J

186542	707756J	09/17/2013	10/06/13	112.19
LEGAL/MISC WATER ISSUES				
112.19	32411152	541110	LGL-WATER-CIVIL-OUTSIDE ATTY	

Invoice: 707756K

186543	707756K	09/17/2013	10/06/13	168.29
LEGAL/MISC SSWM ISSUES				
168.29	32431152	541110	LGL-SSWM-CIVIL-OUTSIDE ATTY	

Invoice: 707756L

186544	707756L	09/17/2013	10/06/13	157.07
LEGAL/WICKTOM/CAVE FAMILY				
157.07	32011152	54111000325	WW-LEGAL (NON-CAP)	

Invoice: 707756M

186545	707756M	09/17/2013	10/06/13	157.07
LEGAL/SMP-PT MONROE				
157.07	32011152	54111000289	SMP-CIVIL LEGAL SVCS	

Invoice: 707756N

186546	707756N	09/17/2013	10/06/13	1,391.19
LEGAL/MCNABB				
1,391.19	32011152	54111100184	MCNABB-LITIGATION-OUTSIDE ATTY	

Invoice: 707756-O

186547	707756-O	09/17/2013	10/06/13	145.85
LEGAL/ROCKAWAY PROJECT				
145.85	32011510	64111000534	ROCKAWAY BEACH-LEGAL	

Invoice: 707756P

186548	707756P	09/17/2013	10/06/13	605.84
LEGAL/STATE DOE/NPDES REGS				
605.84	32431152	54111100605	LITIGATION-STATE DOE NPDES REG	

Invoice: 707756Q

186549	707756Q	09/17/2013	10/06/13	718.03
LEGAL/MARIJUANA LEGALIZATN				
718.03	32011152	54111000659	I-502-LEGAL	

186550	707756R	09/17/2013	10/06/13	89.75
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CASH ACCOUNT: 635 111100 CASH

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INVOICE DTL DESC

Invoice: 707756R

LEGAL/PAULSEN PRR

89.75 32011152 54111100655 PAULSON/FORTNER PRR SUIT-LEGAL

CHECK 334034 TOTAL: 20,224.59

334035 10/10/2013 PRTD 1754 OTIS ELEVATOR COMPAN 186428 ST05151GA13
Invoice: ST05151GA13
1,479.11 73011183 541100

09/20/2013 10/06/13 1,479.11
2013 CH 4Q ELEVATOR SERVICE
O&M-C/E-CH FAC-PROF SVCS

CHECK 334035 TOTAL: 1,479.11

334036 10/10/2013 PRTD 2623 POWER PLAN - OIB 186502 211632700
Invoice: 211632700
2,331.38 73431835 545000
2,331.37 73431835 545000

09/18/2013 10/06/13 4,662.75
PW/LONG REACH EXCAVATR RENTL
RENTS & LEASES - OPERATING
RENTS & LEASES - OPERATING

CHECK 334036 TOTAL: 4,662.75

334037 10/10/2013 PRTD 5977 PAPER PRODUCTS ETC 186366 502092
Invoice: 502092
16.60 72011321 531100

08/30/2013 10/06/13 16.60
ENG/SHARPIE PEN
ENG - C/E ADMIN SUPPLIES

Invoice: 502099
186367 502099
8.57 72011325 531100

09/04/2013 10/06/13 8.57
ENG/PILOT PENS X 3
ENG - C/E FACIL SUPPLIES

Invoice: 502104
186368 502104
28.23 72011325 531100

08/30/2013 10/06/13 28.23
ENG/HEAVY DUTY ACCORD FILE
ENG - C/E FACIL SUPPLIES

Invoice: 502176
186369 502176
109.96 41011141 531100
109.95 31011131 531100

09/17/2013 10/06/13 219.91
FIN/EX/COPY PAPER
FIN - C/E ADMIN SUPPLIES
EXEC - C/E SUPPLIES

Invoice: 502182
186370 502182
143.98 73637891 531100

09/17/2013 10/06/13 143.98
PW/COPY PAPER/BINDER CLIPS
OFFICE SUPPLIES

Invoice: 502006
186429 502006
312.25 73637891 531100

08/14/2013 10/06/13 312.25
PW/HP TONER CARTRIDGE X 2
OFFICE SUPPLIES

Invoice: 502178
186430 502178
249.32 51011211 531100

09/16/2013 10/06/13 249.32
POL/TONER, PENS, POST-ITS
PD-C/E-ADM-SUPPLIES

Invoice: 502274
186470 502274

09/27/2013 10/06/13 505.67
PCD/MISC OFFICE SUPPLIES

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CASH ACCOUNT: 635 111100 CASH

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INVOICE DTL DESC

505.67 61011581 531100 PCD - C/E ADMIN SUPPLIES

Invoice: 502276	186471	502276	09/27/2013	10/06/13	7.82
			PW/AT-A-GLANCE CALENDAR		
	7.82	61011581 531100	PCD - C/E ADMIN SUPPLIES		

Invoice: 502280	186472	502280	09/27/2013	10/06/13	29.13
			PCD/LG CUSTOM MESSAGE STAMP		
	29.13	62471591 531100	BLDG - BLDG OFFICE SUPPLIES		

Invoice: 502258	186503	502258	09/26/2013	10/06/13	92.39
			PW/BROTHER BLK TONER		
	92.39	73637891 531100	OFFICE SUPPLIES		

CHECK 334037 TOTAL: 1,613.87

334038 10/10/2013 PRTD 5646 PERTEET INC	186459	20130142.000-3	09/17/2013 21300110	10/06/13	4,612.54
Invoice: 20130142.000-3			SPEED LIMIT STUDY		
	4,612.54	72111421 54110000270	TRANSP & MODELING-PRO SVCS		

CHECK 334038 TOTAL: 4,612.54

334039 10/10/2013 PRTD 420 PITNEY BOWES GLOBAL	186373	6920326-SP13	09/13/2013	10/06/13	1,075.77
Invoice: 6920326-SP13			2013 3Q CH POSTAGE MACH LEASE		
	1,075.77	44011141 545000	RENTS & LEASES - OPERATING		

CHECK 334039 TOTAL: 1,075.77

334040 10/10/2013 PRTD 7153 PORT MADISON ENTERPR	186371	CS00017298	09/17/2013	10/06/13	215.28
Invoice: CS00017298			PW/3/4" MINUS GRANITE		
	215.28	73111423 531100	OFFICE SUPPLIES		

Invoice: CS00017309	186372	CS00017309	09/17/2013	10/06/13	215.10
			PW/3/4" MINUS GRANITE		
	215.10	73111423 531100	OFFICE SUPPLIES		

CHECK 334040 TOTAL: 430.38

334041 10/10/2013 PRTD 7835 POSTMA, TERRY	186432	09/14/13	09/14/2013	10/06/13	40.43
Invoice: 09/14/13			POL/REIMB FOR PIZZA WTR ASST		
	40.43	51011211 539100	PD-C/E-ADM-WORKED MEALS		

CHECK 334041 TOTAL: 40.43

334042 10/10/2013 PRTD 360 PROBUILD COMPANY LLC	186504	1493555	09/10/2013	10/06/13	10.76
Invoice: 1493555			PW/2X4 DOUG FIR PREM KD		
	10.76	73421355 531100	WIN COLL-SUPPLIES		

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CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

CHECK 334042 TOTAL: 10.76

334043 10/10/2013 PRD 360 PROBUILD COMPANY LLC 186374 1494284 09/14/2013 10/06/13 14.17
Invoice: 1494284 ENG/2X12 8' DOUG FIR

14.17 72011951 63110000534 ROCKAWAY BEACH-SUPPLIES

Invoice: 1493646

186505 1493646 09/11/2013 10/06/13 24.17

PW/DECK BITS/HACKSAW/JOINT

24.17 73421355 531100 WIN COLL-SUPPLIES

CHECK 334043 TOTAL: 38.34

334044 10/10/2013 PRD 4112 PROTHMAN COMPANY 186375 2013-4065 09/17/2013 10/06/13 7,210.00
Invoice: 2013-4065 INTERIM PW DIRECTOR SERVICES

7,210.00 46011161 54110000640 PW DIR SEARCH-INTERIM PW DIR

CHECK 334044 TOTAL: 7,210.00

334045 10/10/2013 PRD 7830 JOHN WEBER 186433 1499 09/13/2013 10/06/13 434.40
Invoice: 1499 PW/SETUP/LABOR-DANA 44 DIFF

434.40 73637945 548100 O&M ALLOC-SWEEPER-REPAIRS

CHECK 334045 TOTAL: 434.40

334046 10/10/2013 PRD 617 S & B INC 186376 SB-23482 09/13/2013 10/06/13 136.88
Invoice: SB-23482 PW/SLUDGE PUMP BREAKER-WWTP

136.88 73425358 541100 O&M-WWTP-PROF SVCS

CHECK 334046 TOTAL: 136.88

334047 10/10/2013 PRD 625 THE SEATTLE TIMES 186377 353528 08/31/2013 10/06/13 292.20
Invoice: 353528 IT/AD-FINANCE SYSTEM RFP

292.20 81011881 544000 IT - C/E ADVERTISING

CHECK 334047 TOTAL: 292.20

334048 10/10/2013 PRD 4689 SITESTAR DONOBI INTE 186384 6363251 09/13/2013 10/06/13 2,055.00
Invoice: 6363251 IT/OCT ISP WAN FIBER CONNECT

2,055.00 81011881 545000 IT - C/E RENTS & LEASES

CHECK 334048 TOTAL: 2,055.00

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CASH ACCOUNT: 635 111100 CASH

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

334049	10/10/2013	PRTD	2467 STAPLES ADVANTAGE	186378	3208738317	08/31/2013		10/06/13	52.88	
Invoice: 3208738317						ENG/HANGING FILE FOLDERS				
				52.88	72011325 531100	ENG - C/E FACIL SUPPLIES				
Invoice: 3208738318				186379	3208738318	08/31/2013		10/06/13	-28.02	
						ENG/RETURN FOLDERS				
				-28.02	72421351 531100	ENG - SEWER ADMIN SUPPLIES				
Invoice: 3208738319				186380	3208738319	08/31/2013		10/06/13	45.18	
						ENG/COPY PAPER X 5				
				45.18	72011325 531100	ENG - C/E FACIL SUPPLIES				
Invoice: 3208738322				186434	3208738322	08/31/2013		10/06/13	113.53	
						PW/MELAMINE MARKBOARD				
				113.53	73637891 531100	OFFICE SUPPLIES				
Invoice: 3208738323				186435	3208738323	08/31/2013		10/06/13	92.26	
						PW/3X4 TAK BOARD				
				92.26	73637891 531100	OFFICE SUPPLIES				
Invoice: 3208738324				186436	3208738324	08/31/2013		10/06/13	2.83	
						PW/DRY ERS MARKERS				
				2.83	73637891 531100	OFFICE SUPPLIES				
Invoice: 3208738325				186437	3208738325	08/31/2013		10/06/13	2.83	
						PW/DRY ERS MARKERS				
				2.83	73637891 531100	OFFICE SUPPLIES				
								CHECK	334049 TOTAL:	281.49
334050	10/10/2013	PRTD	5730 SUMMIT LAW GROUP	186385	63909	09/16/2013		10/06/13	1,257.80	
Invoice: 63909						LEGAL/BARGAINING				
				1,257.80	32011152 54111000274	LABOR NEGOTIATION SVCS				
Invoice: 63910				186386	63910	09/16/2013		10/06/13	1,543.50	
						LEGAL/GENERAL				
				1,543.50	32011152 541110	LGL-C/E-CIVIL-GEN'L OUTSIDE AT				
								CHECK	334050 TOTAL:	2,801.30
334051	10/10/2013	PRTD	7095 SUPERIOR SAW & SUPPL	186387	67324	09/17/2013		10/06/13	41.27	
Invoice: 67324						PW/SHARPEN SAW CHAINS				
				41.27	73111427 548100	O&M-ACCESS RDSIDE R&M				
								CHECK	334051 TOTAL:	41.27

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CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

334052 10/10/2013 PRTD 5118 CARDNO TEC INC 186450 9898-014 08/30/2013 21200065 10/06/13 11,925.13
Invoice: 9898-014 WATER QUALITY AND FLOW MONITOR
11,925.13 72431832 54110000445 NPDES PERMIT-PRO SVCS

CHECK 334052 TOTAL: 11,925.13

334053 10/10/2013 PRTD 6714 TOSHIBA FINANCIAL SE 186388 14222957 09/16/2013 10/06/13 361.97
Invoice: 14222957 PCD/6550C COPIER LEASE
361.97 61470581 545000 PCD - DEV ADMIN RENTS & LEASES

CHECK 334053 TOTAL: 361.97

334054 10/10/2013 PRTD 560 TWISS ANALYTICAL INC 186389 13-62225 09/10/2013 10/06/13 25.76
Invoice: 13-62225 PW/ROCKAWAY WTR TESTING
25.76 73415345 54110000391 LAB SVCS-WATER ROCKAWAY

186390 13-62226 09/10/2013 10/06/13 51.52
Invoice: 13-62226 PR/WINSLOW WTR TESTING
51.52 73411345 54110000391 LAB SVCS-WATER

186391 13-62228 09/10/2013 10/06/13 76.36
Invoice: 13-62228 PW/WINSLOW WTR TESTING
76.36 73411345 54110000391 LAB SVCS-WATER

186392 13-62229 09/10/2013 10/06/13 38.22
Invoice: 13-62229 PW/ROCKAWAY WTR TESTING
38.22 73415345 54110000391 LAB SVCS-WATER ROCKAWAY

186393 13-62230 09/10/2013 10/06/13 38.22
Invoice: 13-62230 PW/O&M WTR TESTING
38.22 73011897 54110000391 LAB SVCS-PW YARD FAC

186394 13-62391 09/17/2013 10/06/13 76.36
Invoice: 13-62391 PW/WINSLOW WTR TESTING
76.36 73411345 54110000391 LAB SVCS-WATER

186438 13-62425 09/18/2013 10/06/13 62.10
Invoice: 13-62425 PW/WINSLOW WTR TESTING
62.10 73411345 54110000391 LAB SVCS-WATER

186439 13-62495 09/19/2013 10/06/13 77.28
Invoice: 13-62495 PW/WINSLOW WTR TESTING
77.28 73411345 54110000391 LAB SVCS-WATER

186440 13-62520 09/19/2013 10/06/13 1,012.00
Invoice: 13-62520 PW/WINSLOW WTR TESTING
1,012.00 73411345 54110000391 LAB SVCS-WATER

186441 13-62521 09/19/2013 10/06/13 253.00

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

VOUCHER INVOICE

INV DATE PO

CHECK RUN

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INVOICE DTL DESC

Invoice: 13-62521

PW/ROCKAWAY WTR TESTING

253.00 73415345 54110000391 LAB SVCS-WATER ROCKAWAY

Invoice: 13-62426

186442 13-62426

09/18/2013

10/06/13

55.66

PW/ROCKAWAY WTR TESTING

55.66 73415345 54110000391 LAB SVCS-WATER ROCKAWAY

Invoice: 13-62562

186443 13-62562

09/20/2013

10/06/13

338.56

PW/O&M WTR TESTING

338.56 73011897 54110000391 LAB SVCS-PW YARD FAC

Invoice: 13-62578

186444 13-62578

09/20/2013

10/06/13

38.18

PW/WINSLOW WTR TESTING

38.18 73411345 54110000391 LAB SVCS-WATER

Invoice: 13-62640

186507 13-62640

09/24/2013

10/06/13

179.40

PW/WINSLOW WTR TESTING

179.40 73411345 54110000391 LAB SVCS-WATER

CHECK 334054 TOTAL: 2,322.62

334055 10/10/2013 PRD 4139 UNITED RENTALS NORTH 186395 113487006-001

09/17/2013

10/06/13

4,466.11

Invoice: 113487006-001

PW/RENT DRUM ROLLER-4 WKS

4,466.11 73111423 545000

RENTS & LEASES - OPERATING

CHECK 334055 TOTAL: 4,466.11

334056 10/10/2013 PRD 2425 THE UPS STORE #1265 186506 09/24/13

09/24/2013

10/06/13

36.39

Invoice: 09/24/13

PW/SHIPPING-WWTP

36.39 91425358 542500

GG-WWTP-POSTAGE/SHIPPING

CHECK 334056 TOTAL: 36.39

334057 10/10/2013 PRD 7420 WA ST DEPT OF ENTERP 186461 I186731

09/03/2013

10/06/13

2,337.66

Invoice: I186731

IT/AUTODSK SOFTWR MAINT RENW

2,337.66 81011881 548500

IT - C/E COMPUTER SUPPORT

CHECK 334057 TOTAL: 2,337.66

334058 10/10/2013 PRD 969 WA ST DEPT OF LICENS 186473 F155432

09/16/2013

10/06/13

18.00

Invoice: F155432

CPL/F155432/RENEWAL

18.00 41654860 586000

GUN PERMIT OUT

Invoice: F155433

186474 F155433

09/17/2013

10/06/13

21.00

CPL/F155433/LATE RENEWAL

21.00 41654860 586000

GUN PERMIT OUT

186475 F155436

09/18/2013

10/06/13

18.00

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CASH ACCOUNT: 635 111100 CASH

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

Invoice: F155436

CPL/F155436/RENEWAL

18.00 41654860 586000

GUN PERMIT OUT

186476 F155435

09/30/2013

10/06/13

18.00

Invoice: F155435

CPL/F155435/ORIGINAL + FBI

18.00 41654860 586000

GUN PERMIT OUT

CHECK 334058 TOTAL:

75.00

334059 10/10/2013 PRTD 5271 WASHINGTON WATER SER 186529 0131710-SEP13

09/20/2013

10/06/13

133.70

Invoice: 0131710-SEP13

SEP13 WATER/DECANT FACILITY

133.70 91435838 547500

GG-DECANT-WATER/SEWER

CHECK 334059 TOTAL:

133.70

334060 10/10/2013 PRTD 7834 WALLACE, JULIETTE

186460 09/17/13

09/17/2013

10/06/13

200.00

Invoice: 09/17/13

POL/REFUND EVENT DEPOSIT

200.00 62238 386000

PARK/DOCK USE DEPOSIT

CHECK 334060 TOTAL:

200.00

334061 10/10/2013 PRTD 1557 WATER ENVIRONMENT FE 186508 1726894-2014

09/13/2013

10/06/13

123.00

Invoice: 1726894-2014

PW/2014 DUES-STEVE PYKE

123.00 73425358 549100

O&M-WWTP-DUES, SUBSCR

CHECK 334061 TOTAL:

123.00

334062 10/10/2013 PRTD 5709 WEBCHECK INC

186530 4712

09/04/2013 21300033 10/06/13

180.00

Invoice: 4712

FIN/AUG13 ESCROW UTILITY PAYOFFS

90.00 43411341 541100

FIN - WATER ADMIN PROF SERVICE

90.00 43421351 541100

FIN - SEWER ADMIN PROF SERVICE

CHECK 334062 TOTAL:

180.00

334063 10/10/2013 PRTD 499 WESTBAY AUTO PARTS I 186398 876363

07/30/2013

10/06/13

19.25

Invoice: 876363

PW/EXHAUST

19.25 990 141100

MERCHANDISE

186399 890799

09/18/2013

10/06/13

241.24

Invoice: 890799

PW/BRAKE ROTOR-POL VEH#123

241.24 53011212 531100

PD-C/E-PATROL SUPPLIES

186400 890823

09/18/2013

10/06/13

70.52

Invoice: 890823

PW/WHEEL-SHOP SUPPL

70.52 73638935 531100

OFFICE SUPPLIES

186477 880582

08/13/2013

10/06/13

89.60

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CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

Invoice: 880582

PW/AIR/OIL FILTERS

89.60 990 141100

MERCHANDISE

Invoice: 888703

186478 888703

09/11/2013

10/06/13

7.17

PW/OIL FILTERS X 2

7.17 990 141100

MERCHANDISE

Invoice: 889192

186479 889192

09/12/2013

10/06/13

48.49

PW/WIPER BLADES X 5

48.49 990 141100

MERCHANDISE

Invoice: 889193

186480 889193

09/12/2013

10/06/13

55.66

PW/WIPER BLADES/OIL FILTERS

55.66 990 141100

MERCHANDISE

Invoice: 891256

186481 891256

09/19/2013

10/06/13

97.45

PW/END YOKE ASSY-EQ#25

97.45 73637945 531100

O&M ALLOC-SWEEPER-SUPPLIES

Invoice: 892205

186482 892205

09/23/2013

10/06/13

25.74

PW/WIPERS BLADES-VEH#40

25.74 72011321 531100

ENG - C/E ADMIN SUPPLIES

Invoice: 892376

186483 892376

09/24/2013

10/06/13

12.87

PW/WIPER BLADE-VEH#40

12.87 72011321 531100

ENG - C/E ADMIN SUPPLIES

Invoice: 592361

186487 592361

09/24/2013

10/06/13

22.72

PW/OIL/FUEL FILTERS

22.72 990 141100

MERCHANDISE

Invoice: 892575

186488 892575

09/24/2013

10/06/13

44.36

PW/FUEL/OIL FILTERS

44.36 990 141100

MERCHANDISE

CHECK 334063 TOTAL: 735.07

334064 10/10/2013 PRD 7655 MICHAEL F. WNEK, P.E 186397 570-2

07/15/2013 21200188 10/06/13

2,052.05

Invoice: 570-2

HALLS HILL/BLAKELY CULVERT

2,052.05 72433438 64110000616 HALLS HILL/BLAKELY CULVERT-DES

CHECK 334064 TOTAL: 2,052.05

334065 10/10/2013 PRD 522 WA ST DEPT OF TRANSP 186462 RE-313-ATB30917122 09/17/2013 21200020 10/06/13

249.34

Invoice: RE-313-ATB30917122

ROCKAWAY BCH PRJ MGMT

249.34 72321953 66300000534 ROCKAWAY BEACH-CONSTR

Invoice: RE-313-ATB30917122A

186464 RE-313-ATB30917122A 09/17/2013 21200110 10/06/13

1,523.62

PROJECT MGMT - WSDOT ROCKAWAY

1,523.62 72321951 64110000534 ROCKAWAY BEACH-DESIGN/ENG

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

VOUCHER INVOICE

INV DATE PO

CHECK RUN

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INVOICE DTL DESC

CHECK 334065 TOTAL: 1,772.96

334066 10/10/2013 PRTD 2607 ZEE MEDICAL SERVICE 186401 68245370 09/25/2013 10/06/13 75.41
Invoice: 68245370 CH/1ST AID SUPPLY RESTOCK

75.41 41011189 531100 FIN - C/E CNTL SV SUPPLIES

Invoice: 68245368

186445 68245368 09/25/2013 10/06/13 77.53

POL/1ST AID SUPPLY RESTOCK
POLICE - C/E FACIL SUPPLIES

77.53 51011215 531100

Invoice: 68245369

186509 68245369 09/25/2013 10/06/13 83.76

PW/1ST AID RESTOCK-WWTP
O&M-WWTP-SUPPLIES

83.76 73425358 531100

CHECK 334066 TOTAL: 236.70

NUMBER OF CHECKS 89 *** CASH ACCOUNT TOTAL *** 294,565.58

COUNT

AMOUNT

TOTAL PRINTED CHECKS

89

294,565.58

*** GRAND TOTAL *** 294,565.58

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JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER JNL

SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2013 10 25									
APP 403-213000						ACCOUNTS PAYABLE		27,434.06	
	10/10/2013	10/06/13	101013			AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			294,565.58
	10/10/2013	10/06/13	101013			AP CASH DISBURSEMENTS JOURNAL			
APP 101-213000						STREETS - ACCOUNTS PAYABLE		11,291.75	
	10/10/2013	10/06/13	101013			AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000						ACCOUNTS PAYABLE		75,706.45	
	10/10/2013	10/06/13	101013			AP CASH DISBURSEMENTS JOURNAL			
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		80,145.37	
	10/10/2013	10/06/13	101013			AP CASH DISBURSEMENTS JOURNAL			
APP 631-213000						ACCOUNTS PAYABLE		7,631.07	
	10/10/2013	10/06/13	101013			AP CASH DISBURSEMENTS JOURNAL			
APP 401-213000						ACCOUNTS PAYABLE		4,797.19	
	10/10/2013	10/06/13	101013			AP CASH DISBURSEMENTS JOURNAL			
APP 901-213000						ACCOUNTS PAYABLE		671.09	
	10/10/2013	10/06/13	101013			AP CASH DISBURSEMENTS JOURNAL			
APP 407-213000						ACCOUNTS PAYABLE		1,973.41	
	10/10/2013	10/06/13	101013			AP CASH DISBURSEMENTS JOURNAL			
APP 301-213000						ACCOUNTS PAYABLE		82,140.19	
	10/10/2013	10/06/13	101013			AP CASH DISBURSEMENTS JOURNAL			
APP 650-213000						ACCOUNTS PAYABLE		2,575.00	
	10/10/2013	10/06/13	101013			AP CASH DISBURSEMENTS JOURNAL			
APP 622-213000						ACCOUNTS PAYABLE		200.00	
	10/10/2013	10/06/13	101013			AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								294,565.58	294,565.58
APP 631-130000						DUE TO/FROM CLEARING		286,934.51	
	10/10/2013	10/06/13	101013						
APP 403-130000						DUE TO/FROM CLEARING			27,434.06
	10/10/2013	10/06/13	101013						
APP 101-130000						STREETS - DUE TO/FROM CLEARING			11,291.75
	10/10/2013	10/06/13	101013						
APP 402-130000						DUE TO/FROM CLEARING			75,706.45
	10/10/2013	10/06/13	101013						
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			80,145.37
	10/10/2013	10/06/13	101013						
APP 401-130000						DUE TO/FROM CLEARING			4,797.19
	10/10/2013	10/06/13	101013						
APP 901-130000						DUE TO/FROM CLEARING			671.09
	10/10/2013	10/06/13	101013						
APP 407-130000						DUE TO/FROM CLEARING			1,973.41
	10/10/2013	10/06/13	101013						
APP 301-130000						DUE TO/FROM CLEARING			82,140.19
	10/10/2013	10/06/13	101013						
APP 650-130000						DUE TO/FROM CLEARING			2,575.00

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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					
10/10/2013	10/06/13	101013							
APP 622-130000						DUE TO/FROM CLEARING			200.00
10/10/2013	10/06/13	101013							
						SYSTEM GENERATED ENTRIES TOTAL		286,934.51	286,934.51
						JOURNAL 2013/10/25	TOTAL	581,500.09	581,500.09

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT			ACCOUNT DESCRIPTION		
001 GENERAL FUND	2013 10	25	10/10/2013		
001-130000			GENERAL - DUE TO/FROM CLEARING		80,145.37
001-213000			GENERAL - ACCOUNTS PAYABLE	80,145.37	
			FUND TOTAL	80,145.37	80,145.37
101 STREET FUND	2013 10	25	10/10/2013		
101-130000			STREETS - DUE TO/FROM CLEARING		11,291.75
101-213000			STREETS - ACCOUNTS PAYABLE	11,291.75	
			FUND TOTAL	11,291.75	11,291.75
301 CAPITAL CONSTRUCTION FUND	2013 10	25	10/10/2013		
301-130000			DUE TO/FROM CLEARING		82,140.19
301-213000			ACCOUNTS PAYABLE	82,140.19	
			FUND TOTAL	82,140.19	82,140.19
401 WATER OPERATING FUND	2013 10	25	10/10/2013		
401-130000			DUE TO/FROM CLEARING		4,797.19
401-213000			ACCOUNTS PAYABLE	4,797.19	
			FUND TOTAL	4,797.19	4,797.19
402 SEWER OPERATING FUND	2013 10	25	10/10/2013		
402-130000			DUE TO/FROM CLEARING		75,706.45
402-213000			ACCOUNTS PAYABLE	75,706.45	
			FUND TOTAL	75,706.45	75,706.45
403 STORM & SURFACE WATER FUND	2013 10	25	10/10/2013		
403-130000			DUE TO/FROM CLEARING		27,434.06
403-213000			ACCOUNTS PAYABLE	27,434.06	
			FUND TOTAL	27,434.06	27,434.06
407 BUILDING & DEVELOPMENT FUND	2013 10	25	10/10/2013		
407-130000			DUE TO/FROM CLEARING		1,973.41
407-213000			ACCOUNTS PAYABLE	1,973.41	
			FUND TOTAL	1,973.41	1,973.41
622 EXPENDABLE TRUST FUND	2013 10	25	10/10/2013		
622-130000			DUE TO/FROM CLEARING		200.00
622-213000			ACCOUNTS PAYABLE	200.00	
			FUND TOTAL	200.00	200.00
631 CLEARING FUND	2013 10	25	10/10/2013		

10/02/2013 14:15
lateinberg

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

PG 26
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
631-130000				DUE TO/FROM CLEARING	286,934.51	
631-213000				ACCOUNTS PAYABLE	7,631.07	
635-111100				CASH		294,565.58
				FUND TOTAL	294,565.58	294,565.58
650 AGENCY FUND	2013 10	25	10/10/2013			
650-130000				DUE TO/FROM CLEARING		2,575.00
650-213000				ACCOUNTS PAYABLE	2,575.00	
				FUND TOTAL	2,575.00	2,575.00
901 GENERAL LONG TERM DEBT	2013 10	25	10/10/2013			
901-130000				DUE TO/FROM CLEARING		671.09
901-213000				ACCOUNTS PAYABLE	671.09	
				FUND TOTAL	671.09	671.09

10/02/2013 14:15 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 27
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
631 CLEARING FUND	286,934.51	
403 STORM & SURFACE WATER FUND		27,434.06
101 STREET FUND		11,291.75
402 SEWER OPERATING FUND		75,706.45
001 GENERAL FUND		80,145.37
401 WATER OPERATING FUND		4,797.19
901 GENERAL LONG TERM DEBT		671.09
407 BUILDING & DEVELOPMENT FUND		1,973.41
301 CAPITAL CONSTRUCTION FUND		82,140.19
650 AGENCY FUND		2,575.00
622 EXPENDABLE TRUST FUND		200.00
	-----	-----
TOTAL	286,934.51	286,934.51

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

PAYROLL

PAYROLL CHECK RUN: 10 - 5 - 13

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	10/5/2013	028766 - 028873	P/R check run - Direct Deposit	215,772.64
Normal	10/5/2013	106392 - 106394	P/R check run - Regular	5,414.81
Vendor	10/5/2013	106395 - 106409	P/R Vendor check run	226,092.22
Misc	10/5/2013	106410	Misc - Additional hours	95.16
EFTPS	10/5/2013		Federal Tax Electronic Transfer	87,141.63
			TOTAL:	534,516.46

Prepared and Reviewed by:  Date 10-3-13
 Deborah Lee

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

 Date 10-3-2013
 Karl R. Shaw, Accounting Manager

ITEMS DISCUSSED

1. CALL TO ORDER / EXECUTIVE SESSION – PROPERTY DISPOSITION (RCW 42.30.110(1)(c)), REVIEW QUALIFICATION OF AN APPLICANT FOR PUBLIC EMPLOYMENT (RCW 42.30.110(1)(g))
2. ROLL CALL
3. ACCEPTANCE OR MODIFICATION OF AGENDA / CONFLICT OF INTEREST DISCLOSURE
4. STAFF INTENSIVE
 - A. TRAFFIC IMPACT FEES POLICY, AB 13-123
 - B. OPEN WATER MARINA UPDATE, AB 13-103
5. EXECUTIVE SESSION (CONTINUED)
6. STAFF INTENSIVE (CONTINUED)
 - C. EAGLE HARBOR SEWER BEACH MAINS (30-100%) DESIGN, PROFESSIONAL SERVICES AGREEMENT, AB 10-102
 - D. CRYSTAL SPRINGS EMBANKMENT RESTORATION, CONTRACT INFORMATION, AB 13-124
 - E. PERMITTING SOFTWARE REPLACEMENT UPDATE
 - F. NAMING OF JOHN NELSON PARK
 - G. CITY COMMUNICATIONS PLAN, AB 13-129
 - H. WATERFRONT PARK/CITY DOCK DESIGN CONTRACT AWARD, AB 13-082
7. COUNCIL DISCUSSION
 - A. PLANNING COMMISSION APPOINTMENTS AND SELECTION PROCESS [ADDED]
 - B. HONORARY BENCHES [ADDED]
8. CITY MANAGER'S REPORT
9. COMMITTEE REPORTS
10. REVIEW OF UPCOMING COUNCIL MEETING AGENDAS
11. FOR THE GOOD OF THE ORDER
12. ADJOURNMENT

1. CALL TO ORDER / EXECUTIVE SESSION 6:29:24 PM

Mayor Pro Tem Blair called the meeting to order at 6:29.24 PM with Councilmembers Blossom, Lester, Ward, and Mayor Bonkowski present. She immediately adjourned the meeting to executive session with legal counsel to discuss property disposition and to review qualifications of an applicant for public employment. The recording system was turned off and the door to Council Chambers was posted. Mayor Pro Tem Blair reconvened the meeting at 7:00PM and announced no action was taken.

2. ROLL CALL 7:00:44 PM

A quorum was present consisting of Councilmembers Blair, Blossom, Lester, Ward and Mayor Bonkowski. Councilmember Scales arrived at 7:05 PM and Councilmember Hytopoulos arrived at 7:54 PM. Court Clerk Rose monitored the recording of the meeting and prepared the minutes.

3. ACCEPTANCE OR MODIFICATION OF AGENDA/CONFLICT OF INTEREST DISCLOSURE 7:01:04 PM

Mayor Bonkowski added an item for Council discussion regarding the Planning Commission selection process and a potential decision.

MOTION: *I move we approve the agenda as modified.*

WARD/LESTER – *Motion carried unanimously, 5-0.*

There were no conflicts of interest disclosed.

4. STAFF INTENSIVE

A. TRAFFIC IMPACT FEES POLICY, AB 13-123 7:03:01 PM

Interim Public Works Director Cunningham described the item and introduced Victor Salemann, PE, a transportation impact fee expert, of David Evans and Associates, Inc. Mr. Salemann displayed a PowerPoint presentation and gave an overview of how traffic impact fees (TIF's) are determined, what they can and cannot be used for, how they are calculated and their link to transportation levels of service. He explained implementation of TIF's would require an ordinance. Following the presentation, Mr. Salemann answered questions from Councilmembers. There was Council consensus that they would look forward to further information.

B. OPEN WATER MARINA UPDATE, AB 13-103 7:52:58 PM

Deputy City Manager Smith presented an update on proposed next steps. Highlights included options to expand the number of tenants. Linear moorage structure (LMS) could accept three more vessels. The rate structure is a base rate of \$100/month up to 30 feet and for a vessel above 30 feet, there would be an additional variable cost of \$1.50/foot. Regarding capacity of fore-and-aft (F/A) buoys, there is a permit in place that would allow installation of another 5 pairs of buoys which could potentially support another 5 vessels. Rents for these are at a fixed rate of \$175/month plus the variable charge above 30 feet. Interim City Manager Smith also presented an overview and frame of reference for what the additional number of tenants might generate in terms of rent. She noted that there is time to discuss the matter, as the permit does not expire until 2016 with a one-year extension to 2017. Lease eligibility for existing tenants and new tenants and selection process was also discussed. It was noted that the current leases do not stipulate occupancy terms. Interim City Manager Smith recommended moving forward with issuing new leases. Questions from Councilmembers followed.

8:08:41 PM Rich Siebert commented regarding the liveaboard community being transient.

8:11:03 PM Ed Kushner commented regarding the costs involved.

8:12:16 PM Charlotte Rovelstad spoke to the juxtaposition of the open water marina and dock.

8:13:45 PM Ben Tate commented on temporary docking in the marina.

5. EXECUTIVE SESSION (CONTINUED) 8:15:27 PM

Mayor Pro Tem Blair adjourned to meeting to executive session with legal counsel to discuss current litigation (RCW 42.30.110(1)(i)). All Councilmembers were present. The recording system was turned off and the door to Council Chambers was posted.

6. STAFF INTENSIVE (CONTINUED) 9:18:59 PM

Mayor Pro Tem Blair reconvened the meeting at 9:19:59 PM and announced that no action was taken in executive session.

C. EAGLE HARBOR SEWER BEACH MAINS (30-100%) DESIGN, PROFESSIONAL SERVICES AGREEMENT, AB 10-102 9:19:16 PM

Interim Public Works Director Cunningham described the agreement which is for final design for the Eagle Harbor Sewer Beach Mains project. Council questions followed.

***MOTION:** I move that the City Council forward the contract with Carollo Engineers Inc. for the Eagle Harbor Sewer Beach Mains 30% to 100% design to the September 25, 2013, business meeting consent agenda.*

***BONKOWSKI/WARD** – Motion carried unanimously, 7-0.*

D. CRYSTAL SPRINGS EMBANKMENT RESTORATION, CONTRACT INFORMATION, AB 13-124 9:23:27 PM

Interim Public Works Director Cunningham described the contract which consists of installation of a rock revetment along the shoreline across the street from 3750 and 4720 Crystal Springs Drive.

***MOTION:** I move that the City Council forward the Crystal Springs Embankment Repair Contract Award to the September 25, 2013, Consent Agenda.*

***WARD/BONKOWSKI** – Motion carried unanimously, 7-0.*

E. PERMITTING SOFTWARE REPLACEMENT UPDATE 9:25:44 PM

City Manager Schulze introduced the topic. IT Manager Steve Miller presented the update. He spoke to the possibility of using the vendor Paladin Data Systems. The contract will be brought back to Council in the next few weeks.

F. NAMING OF JOHN NELSON PARK 9:28:55 PM

City Manager Schulze noted that there was not an agenda bill in the meeting packet. He requested that this item be brought forward as a separate agenda item for the September 25, 2013 meeting.

G. CITY COMMUNICATIONS PLAN, AB 13-129 9:31:56 PM

City Manager Schulze described the plan which was prepared for the purpose of establishing policies, procedures and strategies for communicating with the community, City staff and others. Council discussion followed. Mayor Pro Tem Blair expressed concern regarding the potential amount and expense of printed materials. Mayor Bonkowski commented on the importance of applications for smart phones in terms of where media is moving. Councilmember Hytopoulos noted that both print and technological media are important in terms of connecting with citizens. Councilmember Lester suggested use of a local insert in the two Bainbridge newspapers.

H. WATERFRONT PARK/CITY DOCK DESIGN CONTRACT AWARD, AB 13-082 9:44:14 PM

City Manager Schulze asked Council for authorization to enter into a contract for professional services with Studio Cascade. He described the master plan scope and schedule. In response to Council questions, City Manager Schulze clarified that the scope of the contract involves both the design and development for the master plan. Construction documents will be the next step. Grants will somewhat determine the project construction and the level of design. Conceptual designs will be brought to the community and council for review and moved into the master plan. Councilmember Lester commented on the importance of public art and nonmotorized trails. City Manager Schulze stated that those items would be incorporated into the plan. Councilmember Lester requested that staff come back to Council with anticipated next costs. City Manager Schulze stated that at each level of potential construction they would be able to show what each grant would buy and the cost to develop those construction documents.

MOTION: *I make a motion to authorize the City Manager to enter into a contract for professional services with Studio Cascade for the Waterfront Park/City Dock Master Plan and RCO grant application in an amount not to exceed \$190,000.*

BONKOWSKI/BLOSSOM – Motion carried unanimously, 7-0.

7. COUNCIL DISCUSSION 9:57:58 PM

A. PLANNING COMMISSION APPOINTMENTS AND SELECTION PROCESS [ADDED]

Council discussion followed regarding the process of selecting commission members. Due to two upcoming major hearings, the process for appointing was abbreviated. Council will address the policy and procedure of appointing commissioners at a future date.

10:16:36 PM Houston Wade spoke to the importance of public notice.

MOTION: *I move that the City Council confirm the appointment of John Thomas for Position #6 for a 3-year term ending June 30, 2016.*

BLOSSOM/LESTER – Motion carried, 6-0. Councilmember Hytopoulos abstained.

MOTION: *I move that the City Council confirm the appointment of Julie Kriegh for Position #7 for a 3-year term ending June 30, 2016.*

BLOSSOM/WARD – Motion carried, 6-0. Councilmember Hytopoulos abstained.

B. HONORARY MEMORIALS [ADDED] 10:18:17 PM

Mayor Pro Tem Blair requested that Council develop policies and procedures for identifying a way of having memorial plaques, benches, trees, etc. installed to honor or memorialize people who have played an important role on Bainbridge Island. Council approved moving forward and investigating the possibilities.

Mayor Bonkowski received information from the Washington Committee for Employer Support of the Guard and Reserve. It is a committee, which supports and values the military service of their employees. Council approved his signing the statement of support.

8. CITY MANAGER'S REPORT 10:24:55 PM

City Manager Schulze acknowledged Greg Vause, the City's new Code Compliance Officer, and spoke to his background. He referred to last week's community discussion on economic development and that the next step will be to form a smaller focus group to develop a strategic plan on economic development for Council consideration. He also referred to the high performance training that staff is going through and the positive feedback. He announced that there is a Service Quality and Satisfaction Survey available on the City's website where citizens can give feedback on public works projects.

9. COMMITTEE REPORTS 10:29:21 PM

Mayor Pro Tem Blair reported that Kitsap Transit has received federal funding to participate in environmental and sustainability planning and training. Mayor Bonkowski reported on attending a transportation policy meeting with Councilmember Lester and that a highlight from that meeting was that the granting cycle is being changed from a two-year to three-year cycle.

10. REVIEW OF UPCOMING COUNCIL MEETING AGENDAS 10:32:42 PM

There were no additions or changes to the preliminary September 25, 2013 agenda. Councilmember Lester suggested adding the Planning Commission selection process to the October 9 Business Meeting. Mayor Bonkowski requested that the City Clerk include notes from the previous session. Councilmember Lester requested that the possibility of a reduction in the sewer rate be brought forward. Mayor Bonkowski referred to a tree ordinance to which City Manager Schulze replied that there is funding left over from the land use code update which could be used to hire a consultant. In response to a question from Councilmember Lester, City Manager Schulze said that his evaluation is being prepared for Council.

11. FOR THE GOOD OF THE ORDER 10:40:11 PM

Councilmember Lester thanked BKAT employee Joel Messett for his service, as he is moving. She also thanked Toren Larson for attending the first transportation meeting hosted by Senator King in Bellevue. She noted that there was a meeting at the Waterfront Park Community Center regarding the goals of the Bainbridge Island radio station, that Christine Rolfes will be speaking at the Bainbridge Island Women's Club and there will be a police town hall meeting.

12. ADJOURNMENT 10:43:17 PM

The meeting adjourned at 10:43 PM.

Steven Bonkowski, Mayor

Debbie Rose, Court Clerk

ITEMS DISCUSSED

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. ACCEPTANCE OR MODIFICATION OF AGENDA / CONFLICT OF INTEREST DISCLOSURE
3. PUBLIC COMMENT
4. NEW BUSINESS
 - A. ORDINANCE NO. 2013-31, ESTABLISHING THE SALARY FOR THE MUNICIPAL COURT JUDGE, AB 13-119 – FINANCE
 - B. ROCKAWAY BEACH ROAD STABILIZATION PROJECT UPDATE, AB 11-061 – PUBLIC WORKS
5. UNFINISHED BUSINESS
 - A. 2014 LODGING TAX ADVISORY COMMITTEE AWARDS – GOALS AND AVAILABLE FUNDS, AB 13-131
6. CONSENT AGENDA
 - A. ACCOUNTS PAYABLE VOUCHER AND PAYROLL APPROVAL
 - B. SPECIAL/REGULAR BUSINESS MEETING MINUTES, AUGUST 14, 2013
 - C. EAGLE HARBOR SEWER BEACH MAINS (30-100%) DESIGN, PROFESSIONAL SERVICES AGREEMENT, AB 10-102 – PUBLIC WORKS
 - D. CRYSTAL SPRINGS SHORELINE EMBANKMENT REPAIR CONTRACT AWARD, AB 13-124 – PUBLIC WORKS
7. COMMITTEE REPORTS
8. REVIEW OF UPCOMING COUNCIL MEETING AGENDAS
9. FOR THE GOOD OF THE ORDER
10. ADJOURNMENT

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE 6:59:18 PM

At 6:59 PM, Mayor Bonkowski called the meeting to order. A quorum was present consisting of Councilmembers Blair, Blossom, Lester, Ward, and Mayor Bonkowski. Councilmember's Scales and Hytopoulos were absent and excused. City Clerk Lassoff monitored the recording of the meeting and prepared the minutes. Everyone stood for the Pledge of Allegiance.

2. ADDITIONS AND DELETIONS TO THE AGENDA / CONFLICT OF INTEREST DISCLOSURE 7:00:40 PM

***MOTION:** I move we approve the agenda as amended.
WARD/BLAIR– Motion carried unanimously, 5-0.*

There were no conflicts of interest disclosed.

3. PUBLIC COMMENT 7:01:16 PM

7:01:47 PM Frank Petrie, 1802 Eagle Harbor Lane, Battle Point Astronomical Association, asked the Council to consider allocating \$5,000 from the Public Arts Fund in support of the Battle Point Sundial project.

7:05:56 PM Joel Messett noted that this was his last time filming the City Council meetings. He introduced Kyle Boynton, BTAK technician. He thanked everyone for the opportunity to work with the City.

7:08:05 PM Mayor Bonkowski suggested Council discuss the request made by Mr. Petrie later in the meeting.

4. NEW BUSINESS

A. ORDINANCE NO. 2013-31, ESTABLISHING THE SALARY FOR THE MUNICIPAL COURT JUDGE, AB 13-119 – FINANCE 7:08:42 PM

Finance Director Schroer introduced the modified ordinance which clarifies the intent of what the City does. She explained the ordinance was coming forward as a housekeeping item that was identified during preparation of the RFP for the municipal judge and codifies in the code what the salary for the City's judge should be.

***MOTION:** I move that the City Council waive second reading and approve Ordinance No. 2013-31 as amended.
LESTER/WARD – Motion carried unanimously, 5-0.*

B. ROCKAWAY BEACH ROAD STABILIZATION PROJECT UPDATE, AB 11-061 – PUBLIC WORKS

7:13:15 PM

Public Works Engineering Manager Hammer gave a brief PowerPoint update on the project's progress to date and fielded questions.

5. UNFINISHED BUSINESS

A. 2014 LODGING TAX ADVISORY COMMITTEE AWARDS – GOALS AND AVAILABLE FUNDS, AB 13-131 – EXECUTIVE 7:21:20 PM

Mayor Bonkowski reported on a meeting held last week and briefly recapped state requirements and well as possible other changes for the 2014 award cycle. He explained the following changes under consideration could include expanding eligibility requirements for receipts (previous RFP's required applicants to be federally sectioned nonprofits under either 501.c or 501.c.6), keeping the 1.1 match but allow the match to be fully funded by having an in-kind services/contribution and simplifying the scoring matrix with a strong focus on overnight stays, from more 50+ miles away and eliminating funding for capital improvements. 7:37:32 PM Councilmember Lester proposed retaining scoring item J regarding partnerships with other organizations and businesses to encourage cooperative tourism marketing and minimize duplication of services. 7:28:26 PM Councilmember Blair asked whether the applicants would need to comply with all of the new requirements listed as item B in the staff memorandum. Deputy City Manager Smith replied State reporting requirements have become more robust and what is more significant is that the applicants are required to speak to new requirements as part of their application. Councilmember Blair asked about the requirement listed pertaining to identifying visitors from outside Washington State. Deputy City Manager Smith said it was her understanding that the State law compels applicants to identify those things but there is not a requirement that we award funding according to those criteria. It was suggested that language be added to item A of the proposed scoring for 2014. Councilmember Blair explained why she was in favor of having organizations be federally sanctioned. Mayor Bonkowski thought the one-off events during the year have the potential of satisfying a number of the requirements which should be considered. Councilmember Blossom added the reason why that issue came up was because we do not have enough people to fill the committee. She believed when you have such narrowly defined criteria on who can receive funds your narrowing the pool of applicants. Councilmember Lester said there are opportunities for events to consider partnering or collaborating with let us say a federally-approved non-profit. Deputy City Manager Smith explained another major change in addition to the reporting requirements is that capital projects are no longer eligible for funding. She indicated available funding for 2014 would be approximately \$110,000. 7:39:42 PM Council was comfortable with the subcommittee's recommendations and asked that a formal agenda bill with specific language be prepared.

6. CONSENT AGENDA 7:40:52 PM

A. ACCOUNTS PAYABLE VOUCHER AND PAYROLL APPROVAL

Accounts Payable Void Check Numbers 333848, 332374 and 333654, Manual Check Numbers 333886 through 333894, Regular Run Check Numbers 333895 through 333969 for a total of \$509,865.11. Retainage Release Check Number 106 for a total of \$2,711.39. Payroll Direct Deposit Check Numbers 028658 through 028765, Regular Run Check Numbers 106375 through 106379, Vendor Check Numbers 106380 through 106391 and Federal Tax Electronic Transfer for a total of \$415,964.94.

B. SPECIAL/REGULAR BUSINESS MEETING MINUTES, AUGUST 14, 2013

C. EAGLE HARBOR SEWER BEACH MAINS (30-100%) DESIGN, PROFESSIONAL SERVICES AGREEMENT, AB 10-102 – PUBLIC WORKS

D. CRYSTAL SPRINGS SHORELINE EMBANKMENT REPAIR CONTRACT AWARD, AB 13-124 – PUBLIC WORKS

***MOTION:** I move that the City Council approve Consent Agenda items A through D: Item A. Accounts Payable Vouchers and Payroll; Item B. Special/Regular Business Meeting Minutes, September 11, 2013; Item C. Eagle Harbor Sewer Beach Mains (30-100%) Design Professional Services Agreement and Item D. Crystal Springs Shoreline Embankment Repair Contract Award.*

***LESTER /WARD** – Motion carried unanimously, 5-0.*

7. COMMITTEE REPORTS 7:41:26 PM

Councilmember Ward reported on a CENCOM executive committee he attended. He shared that their main supplier for dispatching software has given them a grant and there is a potential for replacing the mobile computers in our police vehicles in the future. Councilmember Blair shared that a meeting has been scheduled to discuss the public art fund, processes and committee structure. Mayor Bonkowski suggested a preliminary process be crafted and that an outline be shared. Councilmember Lester shared her excitement over the City's current scoring in receiving KRCC grant funding. Mayor Bonkowski added the City did an extraordinary good job of getting a highly competitive grant. Councilmember Lester reported KRCC has asked that the City approve the countywide planning policies before the end of the year.

REGULAR CITY COUNCIL MEETING
SEPTEMBER 25, 2013

Mayor Bonkowski noted KRCC's membership fee has increased 2 ½ percent over the 2013 rate.

8. REVIEW UPCOMING COUNCIL MEETING AGENDAS 7:48:41 PM

Following a review of the October 2, 2013 agenda, there were no changes made. City Council reviewed the long-range calendar. Deputy City Manager Smith will check on the availability of legal counsel to attend next week's executive session. Staff was asked staff to try and schedule the joint meeting with the Ethics Board at the beginning of next week's meeting. Following a brief discussion, the Planning Commission appointment process item was moved to the first quarter of 2014. It was anticipated that the John Nelson Park re-naming item be scheduled soon. The Vincent Road property community meeting has been scheduled for Wednesday, October 2 from 5-6:30 before next week's meeting. Councilmember Lester requested a follow-up regarding the traffic impact fees, Waterfront Park contract, target date for completing the tree ordinance, peer City comparisons, telecommunications facility ordinance, Comcast negotiations, cost of service information, Public Works strategic plan and our 2014 strategic planning.

9. FOR THE GOOD OF THE ORDER 8:04:56 PM

Councilmember Lester reminded citizens to register to vote. She indicated families were being asked to host Chinese students from October 8 through October 29. She noted local events such as BI Arts and Crafts auction and the Vincent Road property community meetings. 8:07:10 PM Mayor Bonkowski proposed developing a process for issuing proclamations and put it on a future study session.

10. ADJOURNMENT 8:09:12 PM

The meeting adjourned at 8:09 PM.

Steven Bonkowski, Mayor

Rosalind D. Lassoff, City Clerk

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Kitsap County Traffic Safety Task Force Memorandum of Understanding	Date: October 9, 2013
Agenda Item: Consent Agenda	Bill No.: 13-142
Proposed By: Police Chief Matthew Hamner	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒ Yes ☐ No ☐ N/A	Finance ☒ Yes ☐ No ☐ N/A
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DESCRIPTION/SUMMARY

Action Item: Consider continued participation by the Bainbridge Island Police Department as an active member of the Kitsap County Traffic Safety Task Force.

History: The Bainbridge Island Police Department wishes to continue its ongoing participation in the Kitsap County Traffic Safety Task Force (KCTSTF). The KCTSTF coordinates the combined efforts of multiple law enforcement agencies in Kitsap County to conduct high visibility enforcement (HVE) patrols that target specific violations, or all violations in a specific area. Typical HVE emphasis patrols include driving under the influence, speeding, failure to wear a seat belt and distracted driving.

The memorandum of understanding is between the signatory law enforcement agencies of Kitsap County and the State of Washington Traffic Safety Commission (WTSC), coordinated by the KCTSTF. The purpose of the memorandum is to allow the Bainbridge Island Police Department to continue working collaboratively with other law enforcement agencies in Kitsap County to support these ongoing efforts. The memorandum is valid from 10/1/2013 to 9/30/2013.

Budget: Each KCTSTF participating agency is responsible for all wages and benefits due any of its employees providing services under this memorandum of understanding, including overtime pay, worker's compensation benefits and death benefits in the same manner as when those employees are on duty working directly for their employing agency.

Each agency contributes yearly to cover the cost of a Task Force Coordinator. Bainbridge Island is responsible for a yearly contribution of \$2,500.00. In return, the Task Force coordinator assists in finding additional funding for traffic safety campaigns and equipment. Many traffic emphasis campaigns are grant supported and participating law enforcement agencies are reimbursed for used overtime. During the effective period of this memorandum, the task force is offering \$1,900 for Impaired Driving emphasis patrols and \$500 for seat belt emphasis patrols.

RECOMMENDED ACTION

Motion:

I move the memorandum of understanding between the Washington Traffic Safety Commission and the City of Bainbridge Island for HVE emphasis patrols be approved and signed.



MEMORANDUM OF UNDERSTANDING
WASHINGTON TRAFFIC SAFETY COMMISSION

THIS AGREEMENT, pursuant to Chapter 39.34 RCW, is made and entered into by and between the **City of Bainbridge Island**, acting through the **Bainbridge Island Police Department (Agency)**, and the **Washington Traffic Safety Commission (WTSC)**.

IT IS THE PURPOSE OF THIS AGREEMENT to provide overtime funding to law enforcement agencies to conduct multijurisdictional, high visibility enforcement (HVE), traffic safety emphasis patrols (**as outlined in Addendum A**), in support of Target Zero priorities. **The Target Zero Manager and Law Enforcement Liaison assigned to your county shall coordinate the Scope of Work as outlined below:**

TERM: October 1, 2013 - September 30, 2014

AMOUNTS

Impaired Driving: \$1,900.00
CFDA# 20.600

Seat Belts: \$500.00
CFDA # 20.602

These funds shall not be commingled and are only to be utilized for the specific emphasis area.

SWV 0019249-00
(BIPD) Statewide Vendor Number

IT IS, THEREFORE, MUTUALLY AGREED THAT:

1. **GOAL:** To reduce traffic related deaths and serious injuries by engaging in impaired driving and occupant protection multijurisdictional HVE patrols.
2. **SCOPE OF WORK:**

Impaired Driving:

Agency will engage in multijurisdictional HVE patrols for all or part of the following:

Holiday DUI Patrols; November 27, 2013 – January 1, 2014
Summer Kick-Off DUI Patrols; July 1, 2014 – July 13, 2014
Drive Sober or Get Pulled Over Labor Day DUI Crackdown;
August 15, 2014 – September 1, 2014.

These DUI patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Patrols shall not begin before 4:00 pm and will occur Friday-Sunday, with the exception of:

Wednesday and Thursday, November 27 and 28, (Thanksgiving);
Tuesday, December 31 and Wednesday, January 1 (New Year's Eve);
Thursday, July 3 (4th of July holiday), and;
Monday, September 1 (Labor Day.)

Seat Belts:

Agency will engage in multijurisdictional HVE seat belt-focused patrols on some or all of the following dates:

Click it or Ticket - May 19 – June 1, 2014

These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Wherever possible these patrols shall occur in areas with the lowest seat belt use rates. These patrols will not begin before 4:00 pm. **Agency agrees to take a zero tolerance approach to seat belt and child car seat violations.**

Law enforcement officers will complete the Emphasis Patrol Activity Logs and forward to their Target Zero Manager within 48 hours of the completion of the seat belt patrols.

3. CONDITIONS:

For each of the emphasis patrols listed above, **Multijurisdictional High Visibility Enforcement Protocols**, as outlined in **Addendum A** of this document will be followed. These protocols are incorporated in their entirety to this document by reference. Exceptions to these protocols may only be provided by the WTSC Program Director.

These are enforcement activities intended to apprehend impaired drivers, and unbuckled vehicle occupants. It is expected that Notices of Infraction/Citation (NOI/C's) will be issued at contact unless circumstances dictate otherwise.

Standardized Field Sobriety Testing (SFST) Training Requirement

Agency certifies that all officers participating in these patrols are SFST trained. To meet this requirement:

- Officer must be BAC certified and have passed the SFST refresher training within the prior three years, or
- Officer must have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE), or
- Officer must be a certified Drug Recognition Expert.

Media Contacts:

All of these patrols are conducted as part of a highly publicized, statewide effort. As such, publicity campaigns about these patrols are planned to alert the public to the fact that extra patrols are targeting these violations. Therefore, **Agency** must provide the names of at least two agency officers who can be available for media requests and questions. ***At least one of the individuals listed below must be available for weekend media contacts, beginning at noon on Fridays before mobilizations:**

Name/Title

Name/Title

Office Phone & e-mail

Office Phone & e-mail

Cell Phone

Cell Phone

☐ Available weekends per above?* ☐ Available weekends per above?*

4. PAYMENT FOR LAW ENFORCEMENT: **Agency** will provide commissioned law enforcement with appropriate equipment (vehicle, radar, PBTs etc.) to participate in these emphasis patrols. **WTSC** will reimburse for overtime at 1.5 times officer's normal rate plus the **Agency's** contributions to employee benefits including FICA, Medicare, Worker's Compensation and unemployment.
5. SHIFT LENGTH: **Agency** will not schedule individual officer shifts for longer than eight hours. (**WTSC** understands there may be instances when more than eight hours are billed because of DUI processing, etc.)
6. RESERVE OFFICERS: **Agency** certifies that any reserve officer for whom reimbursement is claimed has exceeded his/her normal monthly working hours when participating in this emphasis patrol and is authorized to be paid the amount requested. The **Agency** understands that reserve officers are not eligible for *overtime* for this project.
7. DISPATCH: **WTSC** will reimburse communications officers/dispatch personnel for work on this project providing the **Agency** has received prior approval from their local Target Zero Manager.

8. GRANT AMOUNT: **WTSC** will reimburse **Agency** for overtime salary and benefits. The total cost of overtime and benefits shall not be exceeded in any one campaign area and **funds may not be commingled between campaign areas.**

Upon agreement by the **Agency** and the local Target Zero Manager, the DUI or Occupant Protection allocation may be increased or decreased without amending this agreement PROVIDED THAT the increase in the allocation does not exceed 50% of the original agreed amount for the specific emphasis area. Any increase in allocation exceeding 50% will require an amendment to this document.

9. PERFORMANCE STANDARDS:

- a. Participating law enforcement officers are required to make a minimum of 3 self-initiated contacts per hour of enforcement.
- b. Some violator contacts may result in related, time-consuming activity. This activity is reimbursable.
- c. Other activities, such as collision investigation or emergency response that are not initiated through emphasis patrol contact **WILL NOT** be reimbursed.

10. REIMBURSEMENT OF CLAIMS: Claims for reimbursement must include:

a. Invoice Voucher (A19 Form).

- 1) **Agency** identified as the "Claimant"
- 2) **Statewide Vendor Number**
- 3) A Federal Tax ID #
- 4) Original signature of the **Agency** head, command officer or Contracting officer, and
- 5) Other information denoted by arrows on the form.

b. Payroll support documents (signed overtime slips, payroll documents, etc.).

c. Emphasis Patrol Activity Logs showing 3 or more self-initiated contacts per hour.

Emphasis Patrol Activity Logs cannot be modified.

Payment cannot be made unless these activity logs are included.

The Invoice Voucher (A19 Form), payroll supporting documents, and Emphasis Patrol Activity Logs shall be submitted to your Target Zero Manager for review and approval. The Target Zero Manager will forward these documents to **WTSC** for processing and payment.

11. DEADLINES FOR CLAIMS

All claims must be approved by your Target Zero Manager, please allow adequate time for processing in order to meet the following deadlines:

- a. **First Deadline:** All claims for reimbursement for emphasis conducted from October 1, to June 30, must be received by **WTSC** no later than August 15, 2014.
- b. **Second Deadline:** All claims for reimbursement for emphasis conducted between July 1 and September 30 must be received by **WTSC** no later than November 15, 2014.

Invoices submitted for reimbursement after the above dates, will not be paid.

WTSC will NOT accept faxed invoices.

12. **DISPUTES:** Disputes arising under this Memorandum shall be resolved by a panel consisting of one representative of the **WTSC**, one representative from the **Agency**, and a mutually agreed upon third party. The dispute panel shall decide the dispute by majority vote.

13. **TERMINATION:** Either party may terminate this agreement upon 30 days' written notice to the other party. In the event of termination of this Agreement, the terminating party shall be liable for the performance rendered prior to the effective date of termination.

14. **SUPPLANTING DISCLAIMER:** I certify that none of the funds for this project supplant the normally budgeted funds of this agency nor do these funds pay for routine traffic enforcement normally provided by this agency.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

CITY OF BAINBRIDGE ISLAND

Signature

WTSC Signature

Printed Name

Printed Name

(Date)

(Date)

Agency Address (where fully executed copy of this document will be mailed):

Street

City, State Zip Attn:

**Please return this signed MOU (No later than October 18, 2013) to
your Target Zero Manager:**

**Marsha Masters
3951 NW Randall Way
Silverdale, WA 98383
360-337-4647**

Target Zero Manager will forward this signed document to:

Angie Ward, WTSC
621 – 8th Avenue SW, Suite 409
PO Box 40944
Olympia, WA 98504-0944
360.725.9888

No later than October 31, 2013

Addendum A

Multijurisdictional High-Visibility Enforcement Protocols

Purpose

This protocol is intended to guide Target Zero Managers, Law Enforcement Liaisons, and law enforcement agencies in coordinating multijurisdictional high visibility enforcement (HVE) mobilizations to address impaired driving and seat belt use. These mobilizations are funded by federal highway safety grants.

Goal

The goal of multijurisdictional high-visibility campaigns is to reduce fatal and serious injury collisions through the coordination of:

- Publicity addressing increased enforcement, and
- Increased contacts and arrests of violators.

Method

Funding from the Washington Traffic Safety Commission (WTSC) will support multijurisdictional HVE patrol activities to increase the number of officers working on impaired driving, and occupant protection enforcement. Public education and media will be coordinated by the Target Zero Manager and Law Enforcement Liaison. The law enforcement activity will support the media effort by demonstrating to the public that the media messages are true; i.e., that “extra enforcement patrols (with a particular focus) are going on now” so that the public takes the media messages seriously.

The media work will support the police effort by encouraging voluntary compliance with the law. The objective of multijurisdictional HVE patrol activities is to change driver behavior by raising the awareness of increased enforcement.

Definitions:

- HVE is enforcement of the law in conjunction with publicity that draws the attention of the public to the enforcement activity.

- Multijurisdictional enforcement is defined as a minimum of three law enforcement agencies (LEA's) or patrol units participating at a designated date and time, enforcing a specific activity, in a location determined by the local Target Zero Task Force.

Responsibilities

WTSC:

- Provide Funding.
- Provide state/local traffic fatality and serious injury data
- Coordinate paid media at the state level.
- Lead news media efforts (if not lead by local TZM) for:
 - Holiday DUI
 - Click It or Ticket
 - Drive Hammered Get Nailed.
- Summarize enforcement activity.
- Report results to the National Highway Traffic Safety Administration.

Target Zero Manager and Law Enforcement Liaison:

- Lead the development of Multijurisdictional High Visibility Enforcement Mobilization Plans.
- Coordinate mobilization briefings.
- Lead news media efforts for:
 - Summer DUI
- Lead news media efforts (optional) for all other mobilizations.
- Review and approve all MOUs, invoices, and other documentation before submission to WTSC. This includes follow-up on incomplete invoicing paperwork and Emphasis Patrol Activity Logs with unexplained low contacts.

Law Enforcement Agencies:

- Send a representative to local task force meetings to plan mobilization locations and exact dates.

- Ensure availability of agency media contact, noted on page 3 of this agreement, prior to and during all mobilization dates.
- Provide commissioned police officer(s) (active or paid reserve) with appropriate equipment (vehicle, radar, etc.) to participate in multijurisdictional HVE patrols.
- Ensure that officers assigned to the multijurisdictional HVE campaigns are qualified to enforce the impaired driving laws as outlined on page 2, section 3 of this agreement.
- Require all officers participating in multijurisdictional HVE patrols to attend mobilization briefings.
- Ensure officers working the overtime conduct **a minimum of three (3) self-initiated contacts per hour.**

This is an enforcement activity that is intended to apprehend violators. It is expected that a Notice of Infraction/Citation (NOI/C) will be issued at contact unless circumstances dictate otherwise. It is understood that violator contacts may result in related, time-consuming activity. Such activity will be considered for reimbursement.

Activity other than that initiated through HVE patrol contact (investigating collisions, emergency responses, etc.) will be the responsibility of the contracting agency and may not be considered for reimbursement.

- Require officers to complete and submit multijurisdictional HVE patrol productivity on WTSC Emphasis Patrol Activity Log.

Agency Signature

Date

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Resolution No. 2013-18, Strawberry Plant Park Renaming	Date: October 9, 2013
Agenda Item: Resolutions	Bill No.: 13-141
Proposed By: Doug Schulze, City Manager	Referral(s):

BUDGET INFORMATION

Department/Fund: Executive		Munis Contract #	
Expenditure Req: \$0	Budgeted? ☐ Yes ☒ No	Budget Amend. Req? ☐ Yes ☒ No	

DESCRIPTION/SUMMARY

The City Council is asked to consider adopting Resolution No. 2013-18, Re-naming of property known as Strawberry Plant Property. In 1950, the Town of Winslow was gifted property in the vicinity of S.R. 305/Vineyard by John Nelson who was a shipyard worker and local resident. The property was gifted to the Town for use as a park, but was never developed as such.

In 2004, with consent of Mr. Nelson's heir, Eric Lund, the former Nelson property was exchanged for property currently known as Strawberry Plant Property. The intent of Resolution No. 2013-18 is to recognize the gift of park property gifted to the City of Bainbridge Island by Mr. Nelson. City staff and members of the City Council have coordinated this re-naming with Mr. Jerry Elfendahl. The recommended new name for the property is John Nelson Park at Strawberry Cannery Cove.

RECOMMENDED ACTION

"I move that the City Council approve Resolution No. 2013-18, Re-naming of property known as Strawberry Plant Property."

RESOLUTION NO. 2013-18

A RESOLUTION of the City Council of Bainbridge Island, Washington, relating to the re-naming of the property known as Strawberry Plant Property.

WHEREAS, in 1950, John Nelson, a shipyard worker and Island resident, deeded his property at 692 Highway 305 in his will to the Town of Winslow for the purpose of establishing a park to be known as the John Nelson Park (the “John Nelson Property”); and

WHEREAS, due to constraints with the location, the John Nelson Property was not opened as a public park; and

WHEREAS, in 2004, the City of Bainbridge Island, with the consent of Eric Lund, the heir of John Nelson, entered into an agreement with Island Seniors Community to exchange the John Nelson Property for the property currently known as Strawberry Plant Property located on Eagle Harbor at the foot of Weaver Road (the “Exchange Agreement”); and

WHEREAS, in accordance with the Exchange Agreement, a portion of the John Nelson Property has been retained for park purposes and a trail named the “John Nelson Trail” is being developed; and

WHEREAS, in order to further honor the gift of John Nelson and the actions of his heir, Eric Lund, in assisting with the acquisition of Strawberry Plant Property, the City would like to re-name Strawberry Plant Property; now, therefore,

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

Section 1. The property known as Strawberry Plant Property is hereby re-named “John Nelson Park at Strawberry Cannery Cove” in honor of the memory of John Nelson and his heir who made the acquisition possible.

PASSED by the City Council this ____ day of _____, 2013.

APPROVED by the Mayor this ____ day of _____, 2013.

By: _____
Steven Bonkowski, Mayor

ATTEST/AUTHENTICATE:

By: _____
Rosalind D. Lassoff, CMC
City Clerk

FILED WITH THE CITY CLERK: September 27, 2013
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 2013-18

**Issues for Joint Meeting:
Bainbridge Island City Council and Ethics Board
October 9, 2013**

Preliminary Discussion by Ethics Board

In previous meetings with the Ethics Board, the City Council discussed the Board's public handling of ethics complaints and the Board's authority to determine the likely occurrence of ethics violations on the basis of written complaints and responses. The Council's discussions came in the aftermath of the Board's determination that private meetings of the Civil Service Commission violated the transparency requirement of the Ethics Code. Concern was expressed that public access to the complaint and the Board's determination in this matter had caused adverse publicity for the Commission members.

The Council was unwilling to require secrecy in the handling of complaints, but it has attempted to deal with the issue of adverse publicity by circumscribing the Board's authority to make determinations. The Board believes that the Council was correct in declining to impose secrecy on the Board's proceedings but that circumscribing the Board's authority to make determinations in order to avoid adverse publicity was a counterproductive measure. The Board's reasoning for this position and its recommendations for a corrective revision and several housekeeping changes in the Ethics Code follow.

1. Openness. Transparency in government is an obligation to the public and a hallmark of the Ethics Program.¹ Thus, the Ethics Board, like other citizen advisory groups and the City Council, meets in public and discloses its communications. Public access promotes public trust in the administration of the Ethics Program and municipal governance generally.

Public access to the Board's proceedings satisfies not only the ethics requirement of transparency, but also a practical consideration that the Board does not have administrative resources to conduct secret proceedings. Another practical consideration is the ability of complainants to publicize complaints and the Board's determinations, whether or not the Board itself discloses them.

Openness has a cost of exposing officials to adverse publicity (at least temporarily) when ethics complaints are lodged against them. Unfortunately, publication of an ethics complaint before the accused official has an opportunity to respond is difficult to avoid in this information age. Fortunately, if the Board determines that the official did not violate the Ethics Code or, as in many cases, that the complaint fails to allege a violation of the Code, the adverse exposure from an unfounded complaint is limited. Since the Ethics

¹ The ethics requirement of transparency overlaps substantially with the legal requirements of the Open Public Meetings Act (OPMA), but the Ethics Board has no authority to construe or enforce the OPMA. As advised by the City Attorney, the Board conducts its own proceedings as though subject to the OPMA.

Code was amended two years ago to establish the current process, the Board has dealt expeditiously with all complaints.

Previously, the Ethics Program attempted to control adverse publicity from complaints with a two-stage process that enabled a citizen, at the first stage, to request the Board's advisory opinion about a set of facts posited by the requester without identifying the accused official. Then, if the Board found the posited facts did not constitute a violation, the official would be spared adverse publicity. If the Board found that the posited facts, if true, would constitute a violation, the citizen could then file a complaint naming the official. This procedure was unsuccessful because without a response from the targeted official at the first stage, the Board made a finding based solely on the requester's version of the facts, leading to a cumbersome reversal when the official rebutted the alleged facts at the second stage. Also, the possibility of adverse publicity was not eliminated at the first stage, because the identity of the official might be gleaned from the posited facts even without a name attached.

We believe the current open process best serves the goals of the Ethics Program, public officials, and the community. Public officials are subject to public comment under the First Amendment, and when that comment takes the form of an ethics complaint, the best assurance of a correct outcome is an open review by the Ethics Board.

2, Determination of a Violation. A single matter led to the Council's action concerning Board determinations of likely ethics violations. The Board was criticized for making a public determination that private meetings of the Civil Service Commission had violated the transparency requirement of the Code of Ethics (Determination 2011-01). According to the criticism, this judgment should be reserved to the City Hearing Examiner (after referral of the matter by the Board to the City Council) because an evidentiary hearing, which is beyond the capacity of the Board to conduct, is required to determine whether an alleged Code of Ethics violation has occurred.

To avoid adverse publicity, it was suggested that the Board's proceedings on ethics complaints be conducted secretly. Instead, the Council eliminated the provision for the Board to make a determination that an ethics violation has likely occurred. Former paragraph "g" of section III.D.5 authorized the Board to "determine that, based on the submissions of the complainant and the respondent, a material violation of the Code of Ethics has likely occurred." The deletion of this paragraph left the Board several grounds for determining that a material violation has *not* occurred, and the authority to determine that the existence of an ethics violation depends on whether the facts are as stated by the complainant or the respondent, but no authority to determine that an ethics violation likely did occur. The Board believes the Council's action was counter-productive. Although other provisions of the Code still assume that the Board may determine a material violation has likely occurred,² the deletion of explicit authority to

² See, e.g., section III.D.6 ("If the Board determines . . . that a material violation of the Code of Ethics has likely occurred") and section IV.A.1 ("If . . . the Ethics Board has determined . . . that a material violation of the Code of Ethics has likely occurred . . .").

make this determination under section III.D.5 raises doubt about the extent of the Board's authority.

There should be no question that the Board may determine that an alleged ethics violation has likely occurred. The Board's incapacity to conduct an evidentiary hearing is not significant here because the Board's determination is explicitly based solely on the written submissions of both the complainant and the respondent. The determination does not purport to be based on independent evidence gathering, which is the function of the City Hearing Examiner after referral by the Council. The determination is not an endpoint but an intermediate, advisory action that moves a complaint to the next stage, if the Board finds such action is warranted.

Further, there may be no need for evidence gathering. A formal evidentiary hearing is appropriate to resolve disputed facts, but some complaints do not raise factual issues. In such cases, the Board's determination may turn on interpreting the Code of Ethics, surely a matter within the competence of the Board at the first stage of proceedings.

For example, in Determination 2011-01, the facts were not disputed. The CSC members, the city manager, and the city attorney all acknowledged they had met without public notice. In defense, they argued that under the Open Public Meetings Act (OPMA) their meetings were legal, if not the best practice, and therefore did not violate the Ethics Code. The Ethics Board took the position that:

The ethical requirements of the Code of Ethics are independent of the legal rules under the OPMA. . . . The ethical requirement of transparency in the conduct of public meetings demands more than the bare satisfaction of the legal rules. Thus, the legal status of the meetings between the CSC Commissioners and city officials, whose occurrence is not disputed, does not determine their ethical status.

Thus, the Ethics Board's determination was within its competence to interpret the Code of Ethics, and there was no factual dispute to resolve at an evidentiary hearing.

To avoid uncertainty about the Board's authority to determine that an ethics violation has likely occurred, the Council should restore the deleted paragraph (g). The Board should not be limited to finding that an ethics violation has not occurred or that the occurrence depends on resolving a factual dispute between the parties.

3. Housekeeping Changes.

The Board also recommends that the Council make several mostly minor changes, as follows:

- a. "Reserve" instead of omitting Section III.E (apparently deleted in a prior revision without renumbering the succeeding sections).

- b. Sections I.C.2.a (Ethics Principles, Obligations to Others) and I.D.2 (Administration of the Program) provide that the Code of Ethics governs both elected and appointed officials and members of citizen advisory groups. However, the Code of Ethics frequently refers only to elected officials and members of citizen advisory groups. The applicability of the Ethics Program to appointed, as well as elected, officials should be made explicit and consistent by adding "and appointed" or "or appointed" (as appropriate) in all references to elected officials except where the context relates to elections or Council functions. The Board also proposes adding a definition of "appointed official" that specifically includes the City Manager in this category.
- c. Add to the list of applications of conflict of interest (Section II.D.1) a provision barring officials from taking official action on matters in which they have an interest in litigation against the city that would be affected by the action.
- d. Section II.D.3 should be amended to cover private as well as financial interests that are disclosed. Also, this section should be amended to add a standard ("minimal and unlikely to influence the member's unbiased judgment") for voting to allow participation in discussion and voting by a commission member who has disclosed a conflict of interest, and a provision that the affected member should abstain from such a vote.
- e. Section II.E should be amended to add a provision that this section is not intended to bar a former elected official from serving as a volunteer on a city committee or commission.
- f. Section II.H should be amended to require (i) immediate signing of a conflict of interest statement by any member of a city committee or commission who has not already done so, (ii) annual submission of such statements, and (iii) disclosure of any financial or private interest in a matter that comes before a meeting before engaging in discussion of the matter at the meeting.
- g. Section III.D.5 should be amended to provide that the Ethics Board may request clarification of a response and provide an opportunity for a complainant to submit a rebuttal.