

REGULAR CITY COUNCIL BUSINESS MEETING
TUESDAY, FEBRUARY 10, 2015
LOCATION: BAINBRIDGE ISLAND CITY HALL
280 MADISON AVENUE N., BAINBRIDGE ISLAND, WA 98110

1. 7:00 P.M. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. 7:05 P.M. ACCEPTANCE OR MODIFICATION OF AGENDA / CONFLICT OF INTEREST DISCLOSURE
3. 7:10 P.M. PUBLIC COMMENT
4. 7:20 P.M. CITY MANAGER'S REPORT
Comprehensive Plan/Navigate Bainbridge Update
5. 7:25 P.M. PUBLIC HEARING
 - A. 7:25 PM Ordinance No. 2015-06, Six-Month Moratorium On New Commercial Aquaculture Activities

Documents: [021015 Ordinance No. 2015-06 Agenda Bill.docx](#), [021015 Ordinance No. 2015-06 Adopting a Six-Month Moratorium on Aquaculture Approved 012015.pdf](#)
6. 7:35 P.M. NEW BUSINESS
 - A. 7:35 PM Resolution No. 2015-02, Adopting An Updated Commute Trip Reduction Target

Documents: [021015 Resolution No. 2015-02 Agenda Bill.docx](#), [021015 Resolution No. 2015-02.docx](#)
7. 7:40 P.M. CONSENT AGENDA

Documents: [021015 Consent Agenda.pdf](#)
 - A. Accounts Payable Voucher And Payroll Approval

Documents: [021015 Accounts Payable and Payroll Reports.pdf](#)
 - B. Special/Regular Study Study Minutes, January 6, 2015

Documents: [021015 CCMIN 010615 DRAFT.pdf](#)
 - C. Business Meeting Minutes, January 13, 2015

Documents: [021015 CCMIN 011315 DRAFT.pdf](#)
 - D. Special Meeting Minutes, January 15, 2015

Documents: [021015 CCMIN 011515 DRAFT.pdf](#)
 - E. Regular Study Session Minutes, January 20 ,2015

Documents: [021015 CCMIN 012015 DRAFT.pdf](#)
 - F. Ordinance No. 2015-03 (Formerly 2014-38), Modifying Bainbridge Island Municipal Code Chapter 15.18, Land Clearing

Documents: [021015 Ordinance No. 2015-03 Agenda Bill.docx](#), [021015 Ordinance No. 2015-03.docx](#), [Exhibit A Fig. 16.18 Tree Removal flow chart.pdf](#)

G. Ordinance No. 2015-05, Establishing A Tree Fund

Documents: [021015 Ordinance No. 2015-05 Agenda Bill.docx](#), [021015 Ordinance No. 2015-05 Establishing Tree Fund.docx](#)

H. Resolution No. 2015-01, Amending The City's Fee Schedule To Add A New "After-The-Fact Clearing Permit" Fee

Documents: [021015 Resolution No. 2015-01 Agenda Bill.docx](#), [021015 Resolution No. 2015-01.docx](#)

I. Ordinance No. 2015-01, Relating To Public Disturbance Noises And Amending Section 9.70.060 Of The Bainbridge Island Municipal Code (BIMC)

Documents: [021015 Ordinance No. 2015-01 Agenda Bill.docx](#), [021015 Ordinance No. 2015-01 Public Disturbances.docx](#)

J. Waterfront Park Phase 1 Design Professional Services Agreement

Documents: [021015 Waterfront Park Design PH 1 PSA Agenda Bill.docx](#), [021015 Waterfront Park Design PH 1 PSA.pdf](#)

K. License Agreement With Madison Diner For Trail Access

Documents: [021015 305 Madison Diner Agenda Bill.docx](#), [021015 Madison COBI License Agreement - v 4 \(RM\).docx](#), [021015 Madison Diner License Agreement Exhibit A.pdf](#)

L. Memorandum Of Understanding Between The City Of Bainbridge Island And The Washington Traffic Safety Commission For Speed Emphasis Patrols

Documents: [021015 WTSC MOU Speed Emphasis Agenda Bill.docx](#), [021015 MOU for Speed Bainbridge Island.docx](#)

M. Police Vehicle #107 Replacement Reporting And Budget Amendment

Documents: [021015 Police Vehicle 107 Replacement Agenda Bill.docx](#), [021015 Vehicle No. 107 Replacement Backup.pdf](#)

8. 7:45 P.M. COUNCIL DISCUSSION

A. Annual City Council Advance Follow-Up

B. Council Liaisons To Citizen Advisory Committees

Documents: [021015 Council Liaisons to Citizen Advisory Committees Agenda Bill.docx](#), [021015 Citizen Committee and Commission Liaisons Spreadsheet Updated.docx](#)

C. Appointments To Vacant Regional Committees – CENCOM And Puget Sound Regional Council TransPol (Alternate)

Documents: [021015 Regional Appointments Agenda Bill.docx](#), [021015 Regional Appointments.docx](#)

9. 8:05 P.M. WORK SESSION (PUBLIC COMMENT TO BE ACCEPTED)

A. 8:05 PM Ordinance No. 2015-02 (Formerly Ordinance No. 2014-28 And Ordinance No. 2013-13), Amendments To Animal Control And Parks Regulations To Prohibit Dogs At

Large

Documents: [021015 Ordinance No. 2015-02 Agenda Bill.docx](#), [021015 Ordinance No. 2015-02.docx](#), [021015 Leash Law Enforcement on Bainbridge from KHS.pdf](#)

10. 8:50 P.M. COMMITTEE REPORTS

- A. Non-Motorized Transportation Advisory Committee Liaison Report, February 4, 2015 – Councilmember Roth

Documents: [021015 NMTAC Liaison Report \(February 4, 2015\).pdf](#)

11. 8:55 P.M. REVIEW UPCOMING COUNCIL MEETING AGENDAS

Documents: [021015 Review Upcoming Council Meeting Agendas.pdf](#)

12. 9:00 P.M. FOR THE GOOD OF THE ORDER

13. 9:05 P.M. ADJOURNMENT

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: Public Hearing on the Six Month Moratorium on New Commercial Aquaculture Activities, Ordinance No. 2015-06	Date: February 10, 2015
Agenda Item: Public Hearing	Bill No.: 15-015
Proposed By: Executive	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

Study Session: January 20, 2015	Recommendation: Schedule future public hearing
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒ Yes ☐ No ☐ N/A Finance ☐ Yes ☐ No ☒ N/A

DESCRIPTION/SUMMARY

Action Item:

Conduct public hearing.

History:

The City of Bainbridge Island's Shoreline Master Program Update ("SMP") contains aquaculture regulations which have been challenged by the Bainbridge Alliance and Pacific Coast Shellfish Growers Association ("PCSGA"). The Alliance and PCSGA filed Petitions with the Central Puget Sound Growth Management Hearings Board which has jurisdiction over the appeals. Both the Alliance and PCSGA assert that the City's SMP is inconsistent with the Shoreline Management Act ("SMA"). The Alliance's position is that the commercial aquaculture regulations are inconsistent with the City's desire, as expressed in its June 7, 2013 draft of the SMP, to strictly regulate commercial aquaculture, and the PCSGA's position is that commercial aquaculture regulations are a preferred use and should not be further restricted. On January 9, 2015, the City, DOE, and the Alliance joined in a motion before the Board to extend the hearing date on the merits to allow time for the parties to agree to – and propose to the Council for adoption – a limited amendment.

On January 20, 2015, the City Council adopted a six-month moratorium on new commercial aquaculture activities. Findings of fact were included in the moratorium ordinance, Ordinance No. 2015-06. Under RCW 36.70A.390, the City is required to hold a public hearing on the moratorium within 60 days of its adoption. The City may, but is not required to, create additional findings of fact following the public hearing.

RECOMMENDED ACTION

Motion:

None.

ORDINANCE NO. 2015-06

AN ORDINANCE of the City of Bainbridge Island, Washington, adopting a six-month moratorium on the acceptance, processing and/or approval of new applications for commercial aquaculture activities on or within the City of Bainbridge Island shorelines; providing for severability; declaring an emergency and establishing an immediate effective date.

WHEREAS, the City initiated its Shoreline Master Program ("SMP") Update process in 2012 and on June 7, 2013 submitted it to the Department of Ecology ("DOE") for approval; and

WHEREAS, the June 7, 2013 SMP prohibited aquaculture in all aquatic designations and in all upland designations except Shoreline Residential and Urban wherein aquaculture was permitted as a conditional use; and

WHEREAS, DOE returned the City's June 7, 2013 SMP, and required the City to allow aquaculture as a conditional use in all upland designations except Island Conservancy and in all aquatic designations; and

WHEREAS, DOE indicated an appeal of the required changes would likely be very lengthy; and

WHEREAS, on July 14, 2014, the City adopted the SMP containing the changes to aquaculture required by DOE; and

WHEREAS, the DOE issued a Notice of Final Action effective July 30, 2014 approving the City's SMP; and

WHEREAS, on October 14, 2014 the Bainbridge Alliance for Puget Sound, Association of Bainbridge Communities, and Coalition to Protect Puget Sound Habitat (the "Alliance") filed a Petition for Review with the Central Puget Sound Growth Management Hearings Board (the "Board") challenging the SMP's aquaculture regulations; and

WHEREAS, on November 17, 2014, Pacific Coast Shellfish Growers Association ("PCSGA") was granted its motion to intervene and is challenging the SMP's aquaculture regulations; and

WHEREAS, on January 9, 2015, the Alliance, DOE, and the City joined a motion to extend the hearing schedule to allow the parties an opportunity to discuss a possible settlement of the appeals by bringing forward for Council's consideration a limited SMP amendment containing regulations agreed to by DOE, the City, and the Alliance; and

WHEREAS, PCSGA did not join, but objected to, the motion to extend time; and

WHEREAS, the City desires to preserve the status quo and prevent the processing of new applications for commercial aquaculture substantial shoreline development permits (SSDPs) and conditional use permits (CUPs) until such time as the parties have proposed and the City has adopted a limited amendment to the SMP's aquaculture regulations; and

WHEREAS, in *Biggers v. City of Bainbridge Island*, 162 Wn. 2d 683 (2007), Justice Chambers, with whom four additional justices agreed, stated, "While no positive grant of authority exists under the SMA to impose a moratorium, such an explicit grant is not required in the face of Washington Constitution article XI, section 11's broad delegation of police power to the local governments. Cf. *Weden v. San Juan County*, 135 Wn.2d 678, 690-92, 958 P.2d 273 (1998). ... Municipalities possess independent authority to regulate shorelines so long as the regulation does not conflict with the SMA. I agree with Justice Fairhurst that municipalities can place moratoria on shoreline substantial development permits without conflict with the SMA"; and

WHEREAS, the City possesses jurisdiction over the City's shorelines insofar as such local regulations do not conflict with the Shoreline Management Act; and

WHEREAS, the City Council shall hold a public hearing within sixty days of the adoption of this Ordinance;

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the moratorium established by this Ordinance. The City Council may, in its discretion, adopt additional findings after the public hearing referenced in Section 4 below.

Section 2. Moratorium Imposed. As authorized by the police powers delegated by Washington Constitution article XI, section 11, a moratorium is hereby enacted on the acceptance, processing, or approval of applications for substantial shoreline development permits ("SSDP") and shoreline conditional use permits ("CUP") for all commercial aquaculture activities. For purposes of this moratorium, "commercial aquaculture" shall mean the commercial cultivation and harvesting of fish, shellfish, or other aquatic animals or plants. This moratorium does not apply to aquaculture activities not requiring a SSDP or CUP.

Section 3. Effective Duration of Moratorium. The moratorium set forth in this Ordinance shall be in effect for a period of six (6) months from the effective date of this Ordinance and shall automatically expire at the conclusion of that six-month period unless sooner repealed.

Section 4. Public Hearing. The City Council will hold a public hearing at a City Council business meeting within 60 days from adoption in order to take public testimony and to consider adopting further findings of fact.

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

Section 6. Effective Date. This Ordinance, as a public emergency ordinance necessary for the protection of the public health, public safety, public property, and public peace, shall take effect and be in full force immediately upon its adoption. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641, 904 P.2d 317 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the "WHEREAS" clauses, above, all of which are adopted by reference as findings of fact as if fully set forth herein.

PASSED BY THE CITY COUNCIL this 20th day of January, 2015.

APPROVED BY THE MAYOR this 20th day of January, 2015.



Anne S. Blair, Mayor

ATTEST/AUTHENTICATE:



Rosalind D. Lassoff, CMC, City Clerk

FILED WITH THE CITY CLERK: January 20, 2015
PASSED BY THE CITY COUNCIL: January 20, 2015
PUBLISHED: January 30, 2015
EFFECTIVE DATE: January 20, 2015
ORDINANCE NUMBER: 2015-06

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Resolution 2015-02, Adopting an Updated Commute Trip Reduction Target	Date: February 10, 2015
Agenda Item: New Business	Bill No.: 15-024
Proposed By: Jennifer Sutton, Special Project Planner	Referral(s):

BUDGET INFORMATION

Department: Planning & Community Development Fund	Munis Contract # : N/A
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:

The City must update the citywide Non-drive Alone Target (NDAT) rate for 2019/2020 in its Commute Trip Reduction (CTR) Plan.

History:

In 1999, the City's current CTR plan was incorporated into Bainbridge Island Municipal Code (BIMC) Chapter 10.24, *Commute Trip Reduction Program*. In 2006, the Washington State Legislature passed the CTR Efficiency Act, modifying the existing CTR law. The CTR Efficiency Act required local jurisdictions to prepare CTR plans. In 2009, the City did a substantial update to BIMC Chapter 10.24 and adopted the City CTR Plan through Resolution 209-15, in coordination with Kitsap Transit. The CTR Plan outlines the City's existing conditions and CTR goals and strategies, both as a jurisdiction and for affected employers. The current CTR targets are expressed as Drive Alone Rates (DAR); the current City DAR target is 63.2% for 2015/2016.

Washington state recently updated the State CTR Plan for 2015-2019. In addition to adopted a new statewide CTR target for 2019/2020, the State changed how the target is described; instead of the DAR, the new targets are inverted and expressed as a Non-drive Alone Target (NDAT) rate. Translating the City's target- the current DAR target of 63.2% becomes a NDAT rate of 36.8%. Although citywide there has been improvement in NDAT since 2007, the City is not currently meeting this target. The 2011/2012 WSDOT CTR Survey indicates a citywide performance DAR of 68.4% (NDAT rate of 31.6%).

At this time, the City is required update its CTR plan to adopt a citywide NDAT rate for 2019/2020.

RECOMMENDED ACTION

Motion:

I move that the City Council approve Resolution No. 2015-02 adopting 36.8% as the citywide Non-drive Alone Target rate for 2019/2020 in the City's CTR Plan.

RESOLUTION NO. 2015-02

A RESOLUTION of the City of Bainbridge Island, Washington, to adopt an updated Non-drive Alone Target rate for 2019/2020 in the City's Commute Trip Reduction Plan.

WHEREAS, the Washington State Legislature passed the original Commute Trip Reduction Law in 1991; and

WHEREAS, the City of Bainbridge Island accepted a Commute Trip Reduction Plan prepared for the City by Kitsap Transit, and subsequently passed Ordinance No. 93-09 creating Bainbridge Island Municipal Code (BIMC) Chapter 10.24 entitled *Commute Trip Reduction Program* in 1993; and

WHEREAS, as an affected employer, the City has created a Commute Trip Reduction program for its employees, including elements such as covered bicycle parking, locker room, designated carpool parking spots, and a quarterly stipend; and

WHEREAS, the "Commute Trip Reduction (CTR) Efficiency Act" was passed by the Washington State Legislature in 2006, modifying the previous CTR law; and

WHEREAS, in 2009, the City approved a substantial update to its Commute Trip Reduction Plan and BIMC Chapter 10.24 through Resolution No. 2009-15 and Ordinance No. 2009-16, respectively ; and

WHEREAS, Washington state has approved an updated the *State Commute Trip Reduction (CTR) Plan 2015-2019* which includes new statewide CTR program goals and targets; and

WHEREAS, Kitsap Transit is coordinating the preparation of updates to the local CTR program targets for Kitsap County, and the Cities of Bremerton, Port Orchard, and Bainbridge Island; and

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

Section 1. The *City of Bainbridge Island Commute Trip Reduction Plan* is hereby amended to adopt 36.8% as the City's Non-drive Alone Target rate for 2019/2020.

PASSED by the City Council this ____ day of _____, 2015.

APPROVED by the Mayor this ____ day of _____, 2015.

Anne S. Blair, Mayor

ATTEST/AUTHENTICATE:

Rosalind D. Lassoff, City Clerk

FILED WITH THE CITY CLERK:	February 5, 2015
PASSED BY THE CITY COUNCIL:	
PUBLISHED:	
RESOLUTION NO.:	2015-02

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Consent Agenda Items	Date: February 10, 2015
Agenda Item: Consent Agenda	Bill No.: 15-028
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:

Consider approval of Consent Agenda Items A through M: A. Accounts Payable Voucher and Payroll Approval, B. Special/Regular Study Session Minutes, January 6, 2015, C. Special/Regular Business Meeting Minutes, January 13, 2015, D. Special Meeting Minutes, January 15, 2015, E. Special/Regular Study Session Meeting Minutes, January 20, 2015, F. Ordinance No. 2015-03 (Formally Ordinance No. 2014-38), Modifying Bainbridge Island Municipal Code Chapter 15.18, Land Clearing, G. Ordinance No. 2015-05, Establishing a Tree Fund, H. Resolution No. 2015-02, Amending the Fee Schedule, After-the-Fact Clearing Permits, I. Ordinance No. 2015-01, Relating to Public Disturbance Noises and Amending Section 9.70.060 of the Bainbridge Island Municipal Code, J. Waterfront Park Design Phase I Professional Services Agreement, K. License Agreement with Madison Diner for Trail Access, L. Memorandum of Understanding Between Washington Traffic Safety Commission and the City of Bainbridge Island for Speeding Emphasis Patrol and M. Police Vehicle #107 Replacement Reporting and Budget Amendment.

RECOMMENDED ACTION

Motion:

I move that the City Council approve Consent Agenda Items A through M: A. Accounts Payable Voucher and Payroll Approval, B. Special/Regular Study Session Minutes, January 6, 2015, C. Special/Regular Business Meeting Minutes, January 13, 2015, D. Special Meeting Minutes, January 15, 2015, E. Special/Regular Study Session Meeting Minutes, January 20, 2015, F. Ordinance No. 2015-03 (Formally Ordinance No. 2014-38), Modifying Bainbridge Island Municipal Code Chapter 15.18, Land Clearing, G. Ordinance No. 2015-05, Establishing a Tree Fund, H. Resolution No. 2015-02, Amending the Fee Schedule, After-the-Fact Clearing Permits, I. Ordinance No. 2015-01, Relating to Public Disturbance Noises and Amending Section 9.70.060 of the Bainbridge Island Municipal Code, J. Waterfront Park Design Phase I Professional Services Agreement, K. License Agreement with Madison Diner for Trail Access, L. Memorandum of Understanding Between Washington Traffic Safety Commission and the City of Bainbridge Island for Speeding Emphasis Patrol and M. Police Vehicle #107 Replacement Reporting and Budget Amendment Reporting and Budget Amendment.

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: January 26, 2015 - February 9, 2015
CITY COUNCIL: January 27, 2015 - February 10, 2015

Last check from previous run: 337750 dated 1/28/15 issued to YWCA-Kitsap County in the amount of 4,675.00

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
ACH	1/17/15	170	COBI Utilities January Billing	1,122.40
ACH	1/17/15	171	Department of Licensing - Firearms - January CPL Transmittal	252.00
EFT	1/17/15	172	WA State Department of Revenue/December Excise Taxes	6,848.38
Manual	1/28/15	337749	Void - 2 Separate Companies, Same Name	Void
Manual	1/22/15	337751	COBI Retainage Account/Sound Excavation-Valley, Logg, Gertie Johnson Rd	3,798.13
Manual	1/22/15	337752	POL/PW/COSTCO-Capital One/Cards/Cups/Windstorm Food	306.65
Manual	1/22/15	337753	ENG/Sound Excavation, Inc/Valley, Logg, Gertie Johnson Rd	72,164.40
Manual	1/22/15	337754	LEGAL/Summit Law Group/Paulson/Bonkowski	6,705.02
Manual	1/23/15	337755	PW/Fugate Ford/Police Replacement Vehicle #107	17,249.15
Manual	1/23/15	337756	PW/Good2Go/Late Payment Penalty	45.00
Manual	1/23/15	337757	ENG/Kitsap Conservation District/ILA Land Management & Agriculture Support	1,919.04
Manual	1/23/15	337758	FIN/Wa State Dept of Labor & Industries/4Q 2014 Volunteer Hours	75.86
Manual	1/23/15	337759	PW/Xylem Dewatering Solutions, Inc/Diesel Pump Rental-WWTP	6,026.33
Manual	1/23/15	337760	PW/Xylem Water Solutions, Inc/Cap Piece Clips-WWTP	153.64
Manual	1/27/15	337761	PW/Modern Collision Rebuild/Repair Damaged Vehicle #52	5,000.00
Manual	2/3/15	337762	FIN/GFOA/Fee for Distinguished Budget Award	330.00
Manual Checks, Electronic Disbursements				121,996.00

Regular Run	2-11-15	337763 - 337796	2014 Regular Check Run	117,153.56
Regular Run	2-11-15	337797 - 337868	2015 Regular Check Run	108,482.77
Total Disbursements				347,632.33

Retainage Release	N/A	N/A	No Retainage Release	Ø
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.

Jennifer Longfield
Jennifer Longfield, Budget Manager

2/4/15
Date

ACH UB

01/26/2015 14:08 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

|P 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

170	01/26/2015	MANL	103	CITY OF BAINBRIDGE I	196149	10460JAN15	01/06/2015	ACHJAN15	31.89
Invoice: 10460JAN15							WFP IRRIGATION		
					31.89	91011768 547500	GG-C/E-PARKS-WTR/SWR		
Invoice: 10461JAN15									
					196150	10461JAN15	01/06/2015	ACHJAN15	476.96
Invoice: 10461JAN15							WFP RESTROOM		
					476.96	91011768 547500	GG-C/E-PARKS-WTR/SWR		
Invoice: 10463JAN15									
					196151	10463JAN15	01/06/2015	ACHJAN15	288.99
Invoice: 10463JAN15							SENIOR CENTER		
					288.99	91011755 547500	GG-C/E-COMMONS-WTR/SWR		
Invoice: 10464JAN15									
					196152	10464JAN15	01/06/2015	ACHJAN15	297.70
Invoice: 10464JAN15							COMMONS		
					297.70	91011755 547500	GG-C/E-COMMONS-WTR/SWR		
Invoice: 11573JAN15									
					196153	11573JAN15	01/06/2015	ACHJAN15	17.40
Invoice: 11573JAN15							PRITCHARD PARK		
					17.40	91011768 547500	GG-C/E-PARKS-WTR/SWR		
Invoice: 127755JAN15									
					196154	127755JAN15	01/06/2015	ACHJAN15	9.46
Invoice: 127755JAN15							STRAWBERRY PLANT PARK IRRIGAT		
					9.46	91011768 547500	GG-C/E-PARKS-WTR/SWR		

CHECK 170 TOTAL: 1,122.40

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 1,122.40

COUNT AMOUNT

TOTAL MANUAL CHECKS 1 1,122.40

*** GRAND TOTAL *** 1,122.40

01/26/2015 14:08 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

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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		
2015	1	361	APP 001-213000	01/27/2015	ACHJAN15	ACH	UB		GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		1,122.40			
APP 635-111100	01/27/2015	ACHJAN15	ACH	UB					CASH AP CASH DISBURSEMENTS JOURNAL			1,122.40		
											GENERAL LEDGER TOTAL	1,122.40	1,122.40	
APP 631-130000	01/27/2015	ACHJAN15	ACH	UB					DUE TO/FROM CLEARING		1,122.40			
APP 001-130000	01/27/2015	ACHJAN15	ACH	UB					GENERAL - DUE TO/FROM CLEARING			1,122.40		
											SYSTEM GENERATED ENTRIES TOTAL	1,122.40	1,122.40	
											JOURNAL 2015/01/361 TOTAL		2,244.80	2,244.80

01/26/2015 14:08
lsteinberg

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 3
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
001 GENERAL FUND	2015 1	361	01/27/2015			
001-130000				GENERAL - DUE TO/FROM CLEARING		1,122.40
001-213000				GENERAL - ACCOUNTS PAYABLE	1,122.40	
				FUND TOTAL	1,122.40	1,122.40
631 CLEARING FUND	2015 1	361	01/27/2015			
631-130000				DUE TO/FROM CLEARING	1,122.40	
635-111100				CASH		1,122.40
				FUND TOTAL	1,122.40	1,122.40

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

|P 4
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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001 GENERAL FUND			1,122.40
631 CLEARING FUND		1,122.40	
	TOTAL	1,122.40	1,122.40

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

ACH CPL

01/26/2015 14:20 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635 111100 CASH
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INVOICE DTL DESC

171 01/26/2015 MANL 969 WA ST DEPT OF LICENS 196155 JAN15CPL 01/26/2015 ACHJANFA 252.00
Invoice: JAN15CPL
252.00 41654860 586000 JAN 2015 CPL ACH TRANSMITTAL
GUN PERMIT OUT

CHECK 171 TOTAL: 252.00

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

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	252.00

*** GRAND TOTAL *** 252.00

01/26/2015 14:20 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

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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
2015	1	362	APP 650-213000	01/27/2015	ACHJANFA	012715			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		252.00	
			APP 635-111100	01/27/2015	ACHJANFA	012715			CASH AP CASH DISBURSEMENTS JOURNAL			252.00
GENERAL LEDGER TOTAL											252.00	252.00
APP 631-130000			01/27/2015	ACHJANFA	012715				DUE TO/FROM CLEARING		252.00	
APP 650-130000			01/27/2015	ACHJANFA	012715				DUE TO/FROM CLEARING			252.00
SYSTEM GENERATED ENTRIES TOTAL											252.00	252.00
JOURNAL 2015/01/362 TOTAL											504.00	504.00

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

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
631 CLEARING FUND	2015 1	362	01/27/2015			
631-130000				DUE TO/FROM CLEARING	252.00	
635-111100				CASH		252.00
				FUND TOTAL	252.00	252.00
650 AGENCY FUND	2015 1	362	01/27/2015			
650-130000				DUE TO/FROM CLEARING		252.00
650-213000				ACCOUNTS PAYABLE	252.00	
				FUND TOTAL	252.00	252.00

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

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JOURNAL ENTRIES TO BE CREATED

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

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

EXE TAX

01/26/2015 14:22 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

172 01/26/2015 MANL 124 WA ST DEPT OF REVENU 196148 2015-01 01/27/2015 EFTJAN15 6,848.38
Invoice: 2015-01

46.56	91411341	553000	FINANCE - WATER EXTRNL TAXES
78.72	91421351	553000	FINANCE - SEWER - EXTRNL TAXES
3,296.55	91421351	553000	FINANCE - SEWER - EXTRNL TAXES
29.98	91421351	553000	FINANCE - SEWER - EXTRNL TAXES
6.92	91411341	553000	FINANCE - WATER EXTRNL TAXES
3.68	91411341	553000	FINANCE - WATER EXTRNL TAXES
175.33	91431383	553000	FINANCE - SSWM - EXTRNL TAXES
2,707.98	91411341	553000	FINANCE - WATER EXTRNL TAXES
394.26	91421351	553000	FINANCE - SEWER - EXTRNL TAXES
19.06	51011211	53110000589	PD-COMM OUTREACH-SUPPLIES
5.21	53011212	531100	PD-C/E-PATROL SUPPLIES
5.07	53011212	531100	PD-C/E-PATROL SUPPLIES
1.61	53011212	531100	PD-C/E-PATROL SUPPLIES
3.31	53011212	531100	PD-C/E-PATROL SUPPLIES
2.36	81011881	535500	IT - C/E COMPUTER PARTS & EQ
6.13	81011881	535500	IT - C/E COMPUTER PARTS & EQ
.96	41011141	531100	FIN - C/E ADMIN SUPPLIES
14.75	51011211	531100	PD-C/E-ADM-SUPPLIES
40.28	31011131	531100	EXEC - C/E SUPPLIES
9.66	73431835	549800	PERMITS-COBI OR OUTSIDE AGENCY

CHECK 172 TOTAL: 6,848.38

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 6,848.38

COUNT AMOUNT

TOTAL MANUAL CHECKS 1 6,848.38

*** GRAND TOTAL *** 6,848.38

01/26/2015 14:22 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

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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
2015 1 363	APP 401-213000	01/27/2015	EFTJAN15	EXC TX			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		2,765.14	
APP 635-111100	01/27/2015	EFTJAN15	EXC TX				CASH AP CASH DISBURSEMENTS JOURNAL			6,848.38
APP 402-213000	01/27/2015	EFTJAN15	EXC TX				ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		3,799.51	
APP 403-213000	01/27/2015	EFTJAN15	EXC TX				ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		184.99	
APP 001-213000	01/27/2015	EFTJAN15	EXC TX				GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		98.74	
GENERAL LEDGER TOTAL									6,848.38	6,848.38
APP 631-130000	01/27/2015	EFTJAN15	EXC TX				DUE TO/FROM CLEARING		6,848.38	
APP 401-130000	01/27/2015	EFTJAN15	EXC TX				DUE TO/FROM CLEARING			2,765.14
APP 402-130000	01/27/2015	EFTJAN15	EXC TX				DUE TO/FROM CLEARING			3,799.51
APP 403-130000	01/27/2015	EFTJAN15	EXC TX				DUE TO/FROM CLEARING			184.99
APP 001-130000	01/27/2015	EFTJAN15	EXC TX				GENERAL - DUE TO/FROM CLEARING			98.74
SYSTEM GENERATED ENTRIES TOTAL									6,848.38	6,848.38
JOURNAL 2015/01/363 TOTAL									13,696.76	13,696.76

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

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT				ACCOUNT DESCRIPTION		
001 GENERAL FUND	2015	1	363	01/27/2015		
001-130000				GENERAL - DUE TO/FROM CLEARING		98.74
001-213000				GENERAL - ACCOUNTS PAYABLE	98.74	
				FUND TOTAL	98.74	98.74
401 WATER OPERATING FUND	2015	1	363	01/27/2015		
401-130000				DUE TO/FROM CLEARING		2,765.14
401-213000				ACCOUNTS PAYABLE	2,765.14	
				FUND TOTAL	2,765.14	2,765.14
402 SEWER OPERATING FUND	2015	1	363	01/27/2015		
402-130000				DUE TO/FROM CLEARING		3,799.51
402-213000				ACCOUNTS PAYABLE	3,799.51	
				FUND TOTAL	3,799.51	3,799.51
403 STORM & SURFACE WATER FUND	2015	1	363	01/27/2015		
403-130000				DUE TO/FROM CLEARING		184.99
403-213000				ACCOUNTS PAYABLE	184.99	
				FUND TOTAL	184.99	184.99
631 CLEARING FUND	2015	1	363	01/27/2015		
631-130000				DUE TO/FROM CLEARING	6,848.38	
635-111100				CASH		6,848.38
				FUND TOTAL	6,848.38	6,848.38

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

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		98.74
401	WATER OPERATING FUND		2,765.14
402	SEWER OPERATING FUND		3,799.51
403	STORM & SURFACE WATER FUND		184.99
631	CLEARING FUND	6,848.38	
	TOTAL	6,848.38	6,848.38

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VOID

01/22/2015 11:09 |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

337749 01/28/2015 VOID 7450 XYLEM WATER SOLUTION 195823 400467373 12/21/2014 -6,026.33
Invoice: 400467373 PW/DEEISEL PUMP/HOSES-WWTP

-6,026.33 73425358 545000 O&M-WWTP-RENTS

196117 3556821252 12/30/2014 -153.64

Invoice: 3556821252

-153.64 73425358 531100 PW/CAP PIECE CLIP-WWTP
O&M-WWTP-SUPPLIES

CHECK 337749 TOTAL: -6,179.97

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** -6,179.97

COUNT AMOUNT

TOTAL VOIDED CHECKS 1 6,179.97

*** GRAND TOTAL *** -6,179.97

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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
2015	1	306	APP 402-213000	01/22/2015	337749	VOID			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL			6,179.97
			APP 635-111100	01/22/2015	337749	VOID			CASH AP CASH DISBURSEMENTS JOURNAL		6,179.97	
GENERAL LEDGER TOTAL											6,179.97	6,179.97
APP 631-130000				01/22/2015	01/25/15	VOID			DUE TO/FROM CLEARING			6,179.97
APP 402-130000				01/22/2015	01/25/15	VOID			DUE TO/FROM CLEARING		6,179.97	
SYSTEM GENERATED ENTRIES TOTAL											6,179.97	6,179.97
JOURNAL 2015/01/306 TOTAL											12,359.94	12,359.94

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

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT				ACCOUNT DESCRIPTION		
402 SEWER OPERATING FUND	2015	1	306	01/22/2015		
402-130000				DUE TO/FROM CLEARING	6,179.97	
402-213000				ACCOUNTS PAYABLE		6,179.97
				FUND TOTAL	6,179.97	6,179.97
631 CLEARING FUND	2015	1	306	01/22/2015		
631-130000				DUE TO/FROM CLEARING		6,179.97
635-111100				CASH	6,179.97	
				FUND TOTAL	6,179.97	6,179.97

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

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
402 SEWER OPERATING FUND			6,179.97
631 CLEARING FUND		6,179.97	
	TOTAL	6,179.97	6,179.97

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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

337751 01/22/2015 PRD 102 CITY OF BAINBRIDGE I 196136 RETREQ3-602 01/15/2015 21400126 M12215 3,798.13
Invoice: RETREQ3-602 VALLEY GERTIE LOGG-RET
2,078.33 72321953 66300000602 VALLEY RECONSTR-STREET-CONSTR
1,719.80 72433438 66300000602 VALLEY RECONSTR-SSWM-CONSTR
CHECK 337751 TOTAL: 3,798.13

337752 01/22/2015 PRD 3333 CAPITAL ONE COMMERCIAL 196137 062610 12/26/2014 M12215 104.61
Invoice: 062610 POL/CARDS/CUPS
10.86 51011211 531100 PD-C/E-ADM-SUPPLIES
93.75 51011211 53110000589 PD-COMM OUTREACH-SUPPLIES
196140 166035595211 12/22/2014 M12215 202.04
Invoice: 166035595211 PW/FOOD-WINDSTORM
202.04 73637891 531100 OFFICE SUPPLIES
CHECK 337752 TOTAL: 306.65

337753 01/22/2015 PRD 7927 SOUND EXCAVATION, INC 196134 PAYREQ3-602 01/15/2015 21400125 M12215 72,164.40
Invoice: PAYREQ3-602 VALLEY LOGGLGERTIE JHNSN PRJ
39,488.37 72321953 66300000602 VALLEY RECONSTR-STREET-CONSTR
32,676.03 72433438 66300000602 VALLEY RECONSTR-SSWM-CONSTR
CHECK 337753 TOTAL: 72,164.40

337754 01/22/2015 PRD 5730 SUMMIT LAW GROUP 196138 71448 01/16/2015 M12215 6,705.02
Invoice: 71448 LEGAL/PAULSON/BONKOWSKI
6,705.02 32011152 54111100655 PAULSON/FORTNER PRR SUIT-LEGAL
CHECK 337754 TOTAL: 6,705.02

NUMBER OF CHECKS 4 *** CASH ACCOUNT TOTAL *** 82,974.20

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	4	82,974.20

*** GRAND TOTAL *** 82,974.20

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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
2015	1	301	APP 301-213000	01/22/2015	M12215	012215			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		41,566.70	
APP 635-111100	01/22/2015	M12215	012215						CASH AP CASH DISBURSEMENTS JOURNAL			82,974.20
APP 403-213000	01/22/2015	M12215	012215						ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		34,395.83	
APP 001-213000	01/22/2015	M12215	012215						GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		6,809.63	
APP 631-213000	01/22/2015	M12215	012215						ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		202.04	
GENERAL LEDGER TOTAL											82,974.20	82,974.20
APP 631-130000	01/22/2015	M12215	012215						DUE TO/FROM CLEARING		82,772.16	
APP 301-130000	01/22/2015	M12215	012215						DUE TO/FROM CLEARING			41,566.70
APP 403-130000	01/22/2015	M12215	012215						DUE TO/FROM CLEARING			34,395.83
APP 001-130000	01/22/2015	M12215	012215						GENERAL - DUE TO/FROM CLEARING			6,809.63
SYSTEM GENERATED ENTRIES TOTAL											82,772.16	82,772.16
JOURNAL 2015/01/301 TOTAL											165,746.36	165,746.36

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

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
001 GENERAL FUND	2015 1	301	01/22/2015			
001-130000				GENERAL - DUE TO/FROM CLEARING		6,809.63
001-213000				GENERAL - ACCOUNTS PAYABLE	6,809.63	
				FUND TOTAL	6,809.63	6,809.63
301 CAPITAL CONSTRUCTION FUND	2015 1	301	01/22/2015			
301-130000				DUE TO/FROM CLEARING		41,566.70
301-213000				ACCOUNTS PAYABLE	41,566.70	
				FUND TOTAL	41,566.70	41,566.70
403 STORM & SURFACE WATER FUND	2015 1	301	01/22/2015			
403-130000				DUE TO/FROM CLEARING		34,395.83
403-213000				ACCOUNTS PAYABLE	34,395.83	
				FUND TOTAL	34,395.83	34,395.83
631 CLEARING FUND	2015 1	301	01/22/2015			
631-130000				DUE TO/FROM CLEARING	82,772.16	
631-213000				ACCOUNTS PAYABLE	202.04	
635-111100				CASH		82,974.20
				FUND TOTAL	82,974.20	82,974.20

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

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		6,809.63
301	CAPITAL CONSTRUCTION FUND		41,566.70
403	STORM & SURFACE WATER FUND		34,395.83
631	CLEARING FUND	82,772.16	
	TOTAL	82,772.16	82,772.16

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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

337755 01/23/2015 PRD 2314 FUGATE FORD INC 196147 CITY150122 01/22/2015 M12315 17,249.15
Invoice: CITY150122 POLICE REPLACEMNT VEHIC#107

17,249.15 53011421 66400000549 SUQ TRIBE IMPACT MIT GRANT-EQ

CHECK 337755 TOTAL: 17,249.15

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 17,249.15

COUNT AMOUNT

TOTAL PRINTED CHECKS 1 17,249.15

*** GRAND TOTAL *** 17,249.15

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JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2015 1 313									
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		17,249.15	
01/23/2015 M12315		012315				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			17,249.15
01/23/2015 M12315		012315				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								17,249.15	17,249.15
APP 631-130000						DUE TO/FROM CLEARING		17,249.15	
01/23/2015 M12315		012315							
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			17,249.15
01/23/2015 M12315		012315							
SYSTEM GENERATED ENTRIES TOTAL								17,249.15	17,249.15
JOURNAL 2015/01/313 TOTAL								34,498.30	34,498.30

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lsteinberg

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
001 GENERAL FUND	2015 1	313	01/23/2015			
001-130000				GENERAL - DUE TO/FROM CLEARING		17,249.15
001-213000				GENERAL - ACCOUNTS PAYABLE	17,249.15	
				FUND TOTAL	17,249.15	17,249.15
631 CLEARING FUND	2015 1	313	01/23/2015			
631-130000				DUE TO/FROM CLEARING	17,249.15	
635-111100				CASH		17,249.15
				FUND TOTAL	17,249.15	17,249.15

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

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|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001 GENERAL FUND			17,249.15
631 CLEARING FUND		17,249.15	
	TOTAL	17,249.15	17,249.15

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

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01/23/2015 13:59 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

|P 1
|apcshdsb

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

337756 01/23/2015 PRD 7451 GOOD TO GO! 196141 CP-157127284 12/31/2014 M012315 45.00
Invoice: CP-157127284
45.00 73411345 543100 PW/LATE PAYMENT PENALTY
O&M-WTR MAINT-TRAVEL EXP
CHECK 337756 TOTAL: 45.00

337757 01/23/2015 PRD 1802 KITSAP CONSERVATION 196142 2014-4 01/08/2015 21400141 M012315 19,919.04
Invoice: 2014-4
5,964.05 91011593 55100000099 ILA LAND MGMT & AG SUPPORT
13,954.99 91431835 55100000099 AGR SUPP-PROF SVCS
AGR SUPP-I/G PROF SVCS
CHECK 337757 TOTAL: 19,919.04

337758 01/23/2015 PRD 176 WA ST DEPT OF LABOR 196143 01/22/2015 01/22/2015 M012315 75.86
Invoice: 01/22/2015
44 41011141 549900 4Q 2014 VOLUNTEER HOURS
66.53 51011211 520000 FIN-C/E-MISC EXP
8.89 72011321 520000 PD-C/E ADMIN-BENEFITS
ENG - C/E ADMIN BENEFITS
CHECK 337758 TOTAL: 75.86

337759 01/23/2015 PRD 8115 XYLEM DEWATERING SOL 196145 400467373 12/21/2014 M012315 6,026.33
Invoice: 400467373
6,026.33 73425358 545000 PW/DIESEL PUMP RENTAL-WWTP
O&M-WWTP-RENTS
CHECK 337759 TOTAL: 6,026.33

337760 01/23/2015 PRD 7450 XYLEM WATER SOLUTION 196144 3556821252-A 12/30/2014 M012315 153.64
Invoice: 3556821252-A
153.64 73425358 531100 PW/CAP PIECE CLIPS-WWTP
O&M-WWTP-SUPPLIES
CHECK 337760 TOTAL: 153.64

NUMBER OF CHECKS 5 *** CASH ACCOUNT TOTAL *** 26,219.87

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	5	26,219.87

*** GRAND TOTAL *** 26,219.87

01/23/2015 13:59 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2015 1	322								
APP 401-213000						ACCOUNTS PAYABLE		45.00	
01/23/2015	M012315	012315				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			26,219.87
01/23/2015	M012315	012315				AP CASH DISBURSEMENTS JOURNAL			
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		6,039.91	
01/23/2015	M012315	012315				AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000						ACCOUNTS PAYABLE		13,954.99	
01/23/2015	M012315	012315				AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000						ACCOUNTS PAYABLE		6,179.97	
01/23/2015	M012315	012315				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								26,219.87	26,219.87
APP 631-130000						DUE TO/FROM CLEARING		26,219.87	
01/23/2015	M012315	012315							
APP 401-130000						DUE TO/FROM CLEARING			45.00
01/23/2015	M012315	012315							
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			6,039.91
01/23/2015	M012315	012315							
APP 403-130000						DUE TO/FROM CLEARING			13,954.99
01/23/2015	M012315	012315							
APP 402-130000						DUE TO/FROM CLEARING			6,179.97
01/23/2015	M012315	012315							
SYSTEM GENERATED ENTRIES TOTAL								26,219.87	26,219.87
JOURNAL 2015/01/322 TOTAL								52,439.74	52,439.74

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lsteinberg

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

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT				ACCOUNT DESCRIPTION		
001 GENERAL FUND	2015	1	322	01/23/2015		
001-130000				GENERAL - DUE TO/FROM CLEARING		6,039.91
001-213000				GENERAL - ACCOUNTS PAYABLE	6,039.91	
				FUND TOTAL	6,039.91	6,039.91
401 WATER OPERATING FUND	2015	1	322	01/23/2015		
401-130000				DUE TO/FROM CLEARING		45.00
401-213000				ACCOUNTS PAYABLE	45.00	
				FUND TOTAL	45.00	45.00
402 SEWER OPERATING FUND	2015	1	322	01/23/2015		
402-130000				DUE TO/FROM CLEARING		6,179.97
402-213000				ACCOUNTS PAYABLE	6,179.97	
				FUND TOTAL	6,179.97	6,179.97
403 STORM & SURFACE WATER FUND	2015	1	322	01/23/2015		
403-130000				DUE TO/FROM CLEARING		13,954.99
403-213000				ACCOUNTS PAYABLE	13,954.99	
				FUND TOTAL	13,954.99	13,954.99
631 CLEARING FUND	2015	1	322	01/23/2015		
631-130000				DUE TO/FROM CLEARING	26,219.87	
635-111100				CASH		26,219.87
				FUND TOTAL	26,219.87	26,219.87

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|A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		6,039.91
401	WATER OPERATING FUND		45.00
402	SEWER OPERATING FUND		6,179.97
403	STORM & SURFACE WATER FUND		13,954.99
631	CLEARING FUND	26,219.87	
	TOTAL	26,219.87	26,219.87

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Manual

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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

337761 01/27/2015 PRD 493 MODERN COLLISION REB 196156 13974 01/23/2015 M012715 5,000.00
Invoice: 13974 PW/REPAIR DAMAGED VEHIC #52
5,000.00 73011581 548100 O&M-C/E-PCD VEH WORK-REPAIRS

CHECK 337761 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

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JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR	PER	JNL				ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT					LINE DESC				
	EFF DATE	JNL	DESC	REF 1	REF 2	REF 3				
2015	1	384								
APP	001-213000					GENERAL - ACCOUNTS PAYABLE			5,000.00	
	01/27/2015	M012715		012715		AP CASH DISBURSEMENTS JOURNAL				
APP	635-111100					CASH				5,000.00
	01/27/2015	M012715		012715		AP CASH DISBURSEMENTS JOURNAL				
						GENERAL LEDGER TOTAL			5,000.00	5,000.00
APP	631-130000					DUE TO/FROM CLEARING			5,000.00	
	01/27/2015	M012715		012715						
APP	001-130000					GENERAL - DUE TO/FROM CLEARING				5,000.00
	01/27/2015	M012715		012715						
						SYSTEM GENERATED ENTRIES TOTAL			5,000.00	5,000.00
						JOURNAL 2015/01/384	TOTAL		10,000.00	10,000.00

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|A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
001 GENERAL FUND	2015 1	384	01/27/2015			
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	2015 1	384	01/27/2015			
631-130000				DUE TO/FROM CLEARING	5,000.00	
635-111100				CASH		5,000.00
				FUND TOTAL	5,000.00	5,000.00

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

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001 GENERAL FUND			5,000.00
631 CLEARING FUND		5,000.00	
	TOTAL	5,000.00	5,000.00

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

INVOICE DTL DESC

337762 02/03/2015 PRD 187 GOV'T FINANCE OFFICE 196283 02/02/2015 02/02/2015 M020315 330.00
Invoice: 02/02/2015 FIN/FEE-DISTINGUISHED BUDGET AWARD
330.00 41011141 549100 FIN-C/E-DUES, SUBS, MEMBERSHIPS

CHECK 337762 TOTAL: 330.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 330.00

COUNT AMOUNT

TOTAL PRINTED CHECKS 1 330.00

*** GRAND TOTAL *** 330.00

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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
2015	2	13	APP 001-213000	02/03/2015	M020315	020315			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		330.00	
			APP 635-111100	02/03/2015	M020315	020315			CASH AP CASH DISBURSEMENTS JOURNAL			330.00
GENERAL LEDGER TOTAL											330.00	330.00
APP 631-130000	02/03/2015	M020315	020315						DUE TO/FROM CLEARING		330.00	
APP 001-130000	02/03/2015	M020315	020315						GENERAL - DUE TO/FROM CLEARING			330.00
SYSTEM GENERATED ENTRIES TOTAL											330.00	330.00
JOURNAL 2015/02/13 TOTAL											660.00	660.00

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|A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001	GENERAL FUND	2015	2	13	02/03/2015			
	001-130000					GENERAL - DUE TO/FROM CLEARING		330.00
	001-213000					GENERAL - ACCOUNTS PAYABLE	330.00	
						FUND TOTAL	330.00	330.00
631	CLEARING FUND	2015	2	13	02/03/2015			
	631-130000					DUE TO/FROM CLEARING	330.00	
	635-111100					CASH		330.00
						FUND TOTAL	330.00	330.00

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|A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001 GENERAL FUND			330.00
631 CLEARING FUND		330.00	
	TOTAL	330.00	330.00

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Regular
2014

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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										
337763	02/11/2015	PRTD	863 INTERSTATE BATTERIES	196197	515968	11/06/2014		02/07/15	218.35	
			Invoice: 515968			PW/BATTERY-GEN#160				
				218.35	73411345 531100	OFFICE SUPPLIES				
						CHECK	337763	TOTAL:	218.35	
337764	02/11/2015	PRTD	7821 AUS WEST LOCKBOX	196199	001987742404	11/27/2014		02/07/15	66.13	
			Invoice: 001987742404			PW/LAUNDRY SERVICE				
				66.13	73638893 589310	LAUNDRY SERVICES				
						CHECK	337764	TOTAL:	66.13	
337765	02/11/2015	PRTD	4204 ARBITRAGE COMPLIANCE	196260	112972	01/15/2015		02/07/15	1,500.00	
			Invoice: 112972			2005 BONDS ARBITRAGE COMPL				
				1,500.00	41011141 541100	FIN - C/E ADMIN PROF SERVICES				
						CHECK	337765	TOTAL:	1,500.00	
337766	02/11/2015	PRTD	8116 ARTECH INC	196198	LN26205-IN	01/18/2015		02/07/15	10,000.00	
			Invoice: LN26205-IN			EX/PUBLIC ARTWORK MAINTENANCE				
				10,000.00	31024759 54810100297	A&H PUBLIC ART-AMBP R&M				
						CHECK	337766	TOTAL:	10,000.00	
337767	02/11/2015	PRTD	7179 BAINBRIDGE YOUTH SER	196202	12/31/2014-Q4	12/31/2014 21400086		02/07/15	8,033.00	
			Invoice: 12/31/2014-Q4			Q4 COUNSELING/OUTREACH-ADOLESE				
				8,033.00	31017526 54110000297	EX-HHHS-YOUTH COUNS & JOB OPP				
						CHECK	337767	TOTAL:	8,033.00	
337768	02/11/2015	PRTD	57 BAY HAY & FEED	196203	951294	08/27/2013		02/07/15	24.28	
			Invoice: 951294			PW/BULK PROPANE				
				24.28	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY				
						196204	958802A	10/11/2013	02/07/15	20.15
			Invoice: 958802A			PW/BULK PROPANE				
				20.15	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY				
						CHECK	337768	TOTAL:	44.43	
337769	02/11/2015	PRTD	7178 BAINBRIDGE ISL CHILD	196201	01/21/2015-Q4	01/21/2015 21400052		02/07/15	7,730.61	
			Invoice: 01/21/2015-Q4			Q4 CHILD CARE- LOW INCOME FAMILY				
				7,730.61	31017540 54110000297	EXEC - HHHS CHILD PROF SVC				

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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 337769 TOTAL: 7,730.61

337770 02/11/2015 PRD 5923 THE BLOEDEL RESERVE 196205 2014-1208-1 12/08/2014 02/07/15 11,482.35
Invoice: 2014-1208-1
11,482.35 91140573 541100 EX/LTAC GRANT
GG-TOUR-PROF SERVICES

CHECK 337770 TOTAL: 11,482.35

337771 02/11/2015 PRD 5016 BAINBRIDGE ISLAND BO 196206 2014-Q4 12/19/2014 21400100 02/07/15 4,398.40
Invoice: 2014-Q4
4,398.40 31017540 54110000297 Q4 AFTERSCHOOL ACTIVITIES
EXEC - HHHS CHILD PROF SVC

CHECK 337771 TOTAL: 4,398.40

337772 02/11/2015 PRD 7621 CAROLLO ENGINEERS IN 196207 0139154 01/09/2015 21400064 02/07/15 8,405.50
Invoice: 0139154
8,405.50 72411342 54110000652 WATER SYSTEM PLAN UPDATE
WATER SYSTEM PLAN-PROF SVCS

196208 0139229 01/12/2015 21200189 02/07/15 6,456.50
GENERAL SEWER PLAN UPDATES

Invoice: 0139229
6,456.50 72421352 54110000343 SWR SYS COMP PLAN-ENG

CHECK 337772 TOTAL: 14,862.00

337773 02/11/2015 PRD 104 CITY OF BREMERTON 196261 BPD0001737 12/31/2014 02/07/15 400.00
Invoice: BPD0001737
400.00 52011212 545000 POL/RENT FIRING RANGE
POLICE - C/E INVEST RENTS

CHECK 337773 TOTAL: 400.00

337774 02/11/2015 PRD 51 BAINBRIDGE ISLAND 196209 12/31/2014 12/31/2014 02/07/15 83.95
Invoice: 12/31/2014
83.95 21011125 531100 CRT/ACH DEBIT CHECK ORDER
COURT - SUPPLIES

CHECK 337774 TOTAL: 83.95

337775 02/11/2015 PRD 2219 DELL MARKETING LP 196210 XJM1MN1X5 12/09/2014 02/07/15 8,611.43
Invoice: XJM1MN1X5
8,611.43 81011881 535500 IT/SERVER REPLACEMENT
IT - C/E COMPUTER PARTS & EQ

CHECK 337775 TOTAL: 8,611.43

337776 02/11/2015 PRD 7787 EAGLE EYE CONSULTING 196212 BLD20055SFR 01/27/2015 02/07/15 1,045.00
Invoice: BLD20055SFR
1,045.00 65538 38600000644 EXPEDITED BLDG PERMITS-3PARTY
PCD/BLD20055SFR CONSULTING

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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 337776 TOTAL: 1,045.00

337777 02/11/2015 PRD 8117 ECO-3 ASSOCIATES, LL 196213 2519 11/18/2014 02/07/15 925.00
Invoice: 2519

PCD/EROSION/SEDEMENT TRAINING
BLDG - BLDG TRAINING TRAVEL
O&M-SSWM MAINT-TRAVEL EXP
PCD - C/E ADM TRAINING

525.00 62471594 443410
250.00 73431835 443410
150.00 61011584 443410

CHECK 337777 TOTAL: 925.00

337778 02/11/2015 PRD 7182 ELDER AND ADULT DAY 196211 2014-Q4 01/21/2015 21400090 02/07/15 1,014.50
Invoice: 2014-Q4

Q4 ELDER AND ADULT DAY SERVICES
EX-HHHS-AGING HEALTH PREV

1,014.50 31017557 54110000297

CHECK 337778 TOTAL: 1,014.50

337779 02/11/2015 PRD 4437 JOHN M ELLSWORTH CO 196214 0382243-IN 11/14/2014 02/07/15 554.29
Invoice: 0382243-IN

PW/NEW SSWM VEHIC-TRANS TANK
CAP EQ REPLACEMENT-SSWM

554.29 73434438 66400000517

CHECK 337779 TOTAL: 554.29

337780 02/11/2015 PRD 2404 EMERSON NETWORK POWE 196262 57052541 01/08/2015 02/07/15 5,367.61
Invoice: 57052541

IT/UPS BATTERY REPLACEMENT
IT - C/E COMPUTER SUPPORT

5,367.61 81011881 548500

CHECK 337780 TOTAL: 5,367.61

337781 02/11/2015 PRD 2342 ENVIRONMENTAL SCIENC 196280 112103 01/13/2015 21400114 02/07/15 553.00
Invoice: 112103

EAGLE HRBR BCH MAIN MONITORING
BEACH MAIN REPL DES-CAP ENG

553.00 72423434 64110000471

CHECK 337781 TOTAL: 553.00

337782 02/11/2015 PRD 53 NICK FELKEY 196215 01/27/2015-COBI 01/27/2015 02/07/15 2,608.80
Invoice: 01/27/2015-COBI

EX/16 PORTRAIT SESSIONS
EXEC-C/E-OUTREACH-PROF SVCS

2,608.80 31011572 541100

CHECK 337782 TOTAL: 2,608.80

337783 02/11/2015 PRD 8119 FIRSTLINE BUSINESS S 196263 7976 12/30/2014 02/07/15 1,845.73
Invoice: 7976

IT/PORTABLE RECORDG SYS REPL
IT - C/E COMPUTER PARTS & EQ

1,845.73 81011881 535500

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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 337783 TOTAL: 1,845.73

337784 02/11/2015 PRTD 222 FOSTER PEPPER PLLC 196274 1093725 01/26/2015 02/07/15 880.00
Invoice: 1093725 LEGAL/GENERAL

880.00 32011152 541110 LGL-C/E-CIVIL-GEN'L OUTSIDE AT

CHECK 337784 TOTAL: 880.00

337785 02/11/2015 PRTD 6155 HDR ENGINEERING INC 196216 00193521-B 01/14/2015 21400027 02/07/15 429.83
Invoice: 00193521-B UTILITY DESIGN - WING POINT

143.27 72413434 64110000324 WING PT-WTR-DESIGN
143.28 72423434 64110000324 WING PT SWR-DESIGN
143.28 72433438 64110000324 WING PT SSWM-DESIGN

CHECK 337785 TOTAL: 429.83

337786 02/11/2015 PRTD 7137 J HUNT 196264 BLD20055SFR 01/08/2015 02/07/15 355.00
Invoice: BLD20055SFR PCD/REFUND 20055SFR DEPOSIT

355.00 65538 38600000644 EXPEDITED BLDG PERMITS-3PARTY

CHECK 337786 TOTAL: 355.00

337787 02/11/2015 PRTD 7184 ISLAND VOLUNTEER CAR 196217 2017-Q4 01/21/2015 21400082 02/07/15 3,246.25
Invoice: 2017-Q4 Q4 SVCS FOR ELDERLY & DISABLED

3,246.25 31017555 54110000297 EXEC-HHHS AGING IN-HOME SVCS

CHECK 337787 TOTAL: 3,246.25

337788 02/11/2015 PRTD 7482 JUDGE PLUMBING COMPA 196265 100814485 10/08/2014 02/07/15 100.00
Invoice: 100814485 PW/INST RPBA-ALEHOUSE ON WW

100.00 73411349 54110000510 BACKFLOW TEST-PRO SVCS

196266 10815108 01/08/2015 02/07/15 480.84
Invoice: 10815108 PW/BACKFLOW ASSY-STRAWBERRY PRK

480.84 73011768 548100 O&M-C/E-PARKS-R&M

196267 10815109 01/08/2015 02/07/15 201.10
Invoice: 10815109 PW/BACKFLOW ASSY-PRITCHARD PRK

201.10 73011768 548100 O&M-C/E-PARKS-R&M

CHECK 337788 TOTAL: 781.94

337789 02/11/2015 PRTD 333 KITSAP COUNTY AUDITO 196269 259015 11/24/2014 02/07/15 74.00
Invoice: 259015 CLERK/REC DOC-HANC SHE CA

74.00 36470143 551000 CLERK-RECORDING AT CO AUDITOR

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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: 259015-A	196270	259015-A	11/24/2014	02/07/15	75.00
			CLERK/REC DOC-HANCSHE REL		
	75.00	36470143 551000	CLERK-RECORDING AT CO AUDITOR		
			CHECK	337789 TOTAL:	149.00
337790 02/11/2015 PRTD 4831 GREGORY E KEYES MD,	196268	01/13/2015	01/13/2015	02/07/15	229.22
Invoice: 01/13/2015			PW/CDL EXAM-SP		
	229.22	73425358 520000	O&M-WWTP-BENEFITS		
			CHECK	337790 TOTAL:	229.22
337791 02/11/2015 PRTD 8012 MACLEOD RECKORD, PLL	196271	7030	12/31/2014 21400120	02/07/15	17,220.78
Invoice: 7030			SOUND TO OLYMPIC - DESIGN		
	17,220.78	72334562 64110000668	SOUND TO OLY TRAIL-ENG/DESIGN		
Invoice: 7032	196272	7032	12/31/2014 21400120	02/07/15	2,707.82
			SOUND TO OLYMPIC - DESIGN		
	2,707.82	72334562 64110000668	SOUND TO OLY TRAIL-ENG/DESIGN		
			CHECK	337791 TOTAL:	19,928.60
337792 02/11/2015 PRTD 493 MODERN COLLISION REB	196273	26334	12/02/2014	02/07/15	1,196.79
Invoice: 26334			POL/ESTIMATE/STOR-DAMAG VEHIC		
	1,196.79	52011212 541100	POLICE - C/E INVEST PROF SVCS		
			CHECK	337792 TOTAL:	1,196.79
337793 02/11/2015 PRTD 2467 STAPLES ADVANTAGE	196276	3253250728	01/03/2015	02/07/15	152.29
Invoice: 3253250728			ENG/COPY PAPER		
	65.84	71011321 531100	PW - C/E SUPPLIES		
	29.72	72011321 531100	ENG - C/E ADMIN SUPPLIES		
	56.73	72011322 531100	ENG - C/E PLANS SUPPLIES		
Invoice: 3253250729	196277	3253250729	01/03/2015	02/07/15	26.95
			ENG/WALL CALENDAR		
	26.95	72011321 531100	ENG - C/E ADMIN SUPPLIES		
Invoice: 3253250730	196278	3253250730	01/03/2015	02/07/15	75.55
			ENG/8GB RELAY FLASH		
	75.55	72011321 531100	ENG - C/E ADMIN SUPPLIES		
Invoice: 3253250731	196279	3253250731	01/03/2015	02/07/15	2,042.17
			ENG/WORKSTATION/SURFACE		
	1,500.00	72011322 531100	ENG - C/E PLANS SUPPLIES		
	542.17	72011325 531100	ENG - C/E FACIL 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
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INVOICE DTL DESC

CHECK	337793	TOTAL:	2,296.96
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337794	02/11/2015	PRTD	4271 JOHN SUTTON	196281	012415	01/24/2015	02/07/15	163.27
Invoice: 012415				POL/LEOFF1 REIMBURSEMENT				

163.27	91029211	521500	POLICE - INS ADD MEDICAL COSTS
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CHECK	337794	TOTAL:	163.27
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337795	02/11/2015	PRTD	7954 TRANSPORTATION SOLUT	196282	16286	12/22/2014	21400089	02/07/15	5,175.00
Invoice: 16286				Isl. Wide Transp. Needs Assess					

5,175.00	72111444	54110000689	TRAFFIC CONCUR STUDY-PROF SVCS
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CHECK	337795	TOTAL:	5,175.00
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337796	02/11/2015	PRTD	7185 WA ST SMILE PARTNERS	196275	12/31/2014-Q4	12/31/2014	21400084	02/07/15	977.12
Invoice: 12/31/2014-Q4				Q4 2014 DENTAL SVC FOR SENIORS					

977.12	31017555	54110000297	EXEC-HHHS AGING IN-HOME SVCS
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CHECK	337796	TOTAL:	977.12
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NUMBER OF CHECKS	34	*** CASH ACCOUNT TOTAL ***	117,153.56
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COUNT	AMOUNT
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TOTAL PRINTED CHECKS	34	117,153.56
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*** GRAND TOTAL ***	117,153.56
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JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2015 2 15									
APP 401-213000						ACCOUNTS PAYABLE		8,867.12	
02/11/2015	02/07/15	021115				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			117,153.56
02/11/2015	02/07/15	021115				AP CASH DISBURSEMENTS JOURNAL			
APP 631-213000						ACCOUNTS PAYABLE		66.13	
02/11/2015	02/07/15	021115				AP CASH DISBURSEMENTS JOURNAL			
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		61,186.36	
02/11/2015	02/07/15	021115				AP CASH DISBURSEMENTS JOURNAL			
APP 101-213000						STREETS - ACCOUNTS PAYABLE		5,219.43	
02/11/2015	02/07/15	021115				AP CASH DISBURSEMENTS JOURNAL			
APP 104-213000						CIVIC IMPR - ACCOUNTS PAYABLE		11,482.35	
02/11/2015	02/07/15	021115				AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000						ACCOUNTS PAYABLE		7,382.00	
02/11/2015	02/07/15	021115				AP CASH DISBURSEMENTS JOURNAL			
APP 650-213000						ACCOUNTS PAYABLE		1,400.00	
02/11/2015	02/07/15	021115				AP CASH DISBURSEMENTS JOURNAL			
APP 407-213000						ACCOUNTS PAYABLE		674.00	
02/11/2015	02/07/15	021115				AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000						ACCOUNTS PAYABLE		947.57	
02/11/2015	02/07/15	021115				AP CASH DISBURSEMENTS JOURNAL			
APP 301-213000						ACCOUNTS PAYABLE		19,928.60	
02/11/2015	02/07/15	021115				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								117,153.56	117,153.56
APP 631-130000						DUE TO/FROM CLEARING		117,087.43	
02/11/2015	02/07/15	021115							
APP 401-130000						DUE TO/FROM CLEARING			8,867.12
02/11/2015	02/07/15	021115							
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			61,186.36
02/11/2015	02/07/15	021115							
APP 101-130000						STREETS - DUE TO/FROM CLEARING			5,219.43
02/11/2015	02/07/15	021115							
APP 104-130000						CIVIC IMPR DUE TO/FROM CLEAR'G			11,482.35
02/11/2015	02/07/15	021115							
APP 402-130000						DUE TO/FROM CLEARING			7,382.00
02/11/2015	02/07/15	021115							
APP 650-130000						DUE TO/FROM CLEARING			1,400.00
02/11/2015	02/07/15	021115							
APP 407-130000						DUE TO/FROM CLEARING			674.00
02/11/2015	02/07/15	021115							
APP 403-130000						DUE TO/FROM CLEARING			947.57
02/11/2015	02/07/15	021115							
APP 301-130000						DUE TO/FROM CLEARING			19,928.60
02/11/2015	02/07/15	021115							

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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					
SYSTEM GENERATED ENTRIES TOTAL								117,087.43	117,087.43
JOURNAL 2015/02/15 TOTAL								234,240.99	234,240.99

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
001 GENERAL FUND	2015	2	15	02/11/2015			
001-130000					GENERAL - DUE TO/FROM CLEARING		61,186.36
001-213000					GENERAL - ACCOUNTS PAYABLE	61,186.36	
					FUND TOTAL	61,186.36	61,186.36
101 STREET FUND	2015	2	15	02/11/2015			
101-130000					STREETS - DUE TO/FROM CLEARING		5,219.43
101-213000					STREETS - ACCOUNTS PAYABLE	5,219.43	
					FUND TOTAL	5,219.43	5,219.43
104 CIVIC IMPROVEMENT FUND	2015	2	15	02/11/2015			
104-130000					CIVIC IMPR DUE TO/FROM CLEAR'G		11,482.35
104-213000					CIVIC IMPR - ACCOUNTS PAYABLE	11,482.35	
					FUND TOTAL	11,482.35	11,482.35
301 CAPITAL CONSTRUCTION FUND	2015	2	15	02/11/2015			
301-130000					DUE TO/FROM CLEARING		19,928.60
301-213000					ACCOUNTS PAYABLE	19,928.60	
					FUND TOTAL	19,928.60	19,928.60
401 WATER OPERATING FUND	2015	2	15	02/11/2015			
401-130000					DUE TO/FROM CLEARING		8,867.12
401-213000					ACCOUNTS PAYABLE	8,867.12	
					FUND TOTAL	8,867.12	8,867.12
402 SEWER OPERATING FUND	2015	2	15	02/11/2015			
402-130000					DUE TO/FROM CLEARING		7,382.00
402-213000					ACCOUNTS PAYABLE	7,382.00	
					FUND TOTAL	7,382.00	7,382.00
403 STORM & SURFACE WATER FUND	2015	2	15	02/11/2015			
403-130000					DUE TO/FROM CLEARING		947.57
403-213000					ACCOUNTS PAYABLE	947.57	
					FUND TOTAL	947.57	947.57
407 BUILDING & DEVELOPMENT FUND	2015	2	15	02/11/2015			
407-130000					DUE TO/FROM CLEARING		674.00
407-213000					ACCOUNTS PAYABLE	674.00	
					FUND TOTAL	674.00	674.00
631 CLEARING FUND	2015	2	15	02/11/2015			

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
631-130000				DUE TO/FROM CLEARING	117,087.43	
631-213000				ACCOUNTS PAYABLE	66.13	
635-111100				CASH		117,153.56
				FUND TOTAL	117,153.56	117,153.56
650 AGENCY FUND	2015 2	15	02/11/2015			
650-130000				DUE TO/FROM CLEARING		1,400.00
650-213000				ACCOUNTS PAYABLE	1,400.00	
				FUND TOTAL	1,400.00	1,400.00

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		61,186.36
101	STREET FUND		5,219.43
104	CIVIC IMPROVEMENT FUND		11,482.35
301	CAPITAL CONSTRUCTION FUND		19,928.60
401	WATER OPERATING FUND		8,867.12
402	SEWER OPERATING FUND		7,382.00
403	STORM & SURFACE WATER FUND		947.57
407	BUILDING & DEVELOPMENT FUND		674.00
631	CLEARING FUND	117,087.43	
650	AGENCY FUND		1,400.00
	TOTAL	117,087.43	117,087.43

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

Regular 2015

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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

337797 02/11/2015 PRTD	5 ACE HARDWARE	196157 29647	01/14/2015	02/08/15	28.41
Invoice: 29647			PW/MISC SUPPLIES-WWTP		
		28.41 73425358 531100	O&M-WWTP-SUPPLIES		
		196158 29650	01/14/2015	02/08/15	94.79
Invoice: 29650			PW/MISC HARDWARE-WFP		
		94.79 73011768 531100	O&M-C/E-PARKS-SUPPLIES		
		196159 29664	01/15/2015	02/08/15	46.71
Invoice: 29664			PW/CLAMPS/RATHET-WWTP		
		46.71 73425358 531100	O&M-WWTP-SUPPLIES		
		196160 29681	01/20/2015	02/08/15	32.57
Invoice: 29681			PW/FILE MILL CARDS/RAKES		
		32.57 73011183 531100	O&M-C/E-CH FAC-SUPPLIES		
		196161 29688	01/20/2015	02/08/15	12.45
Invoice: 29688			ENG/DISTILLED WATER		
		12.45 72431835 53110000451	MONITORING-SUPPLIES		
		196162 29736	01/26/2015	02/08/15	16.28
Invoice: 29736			ENG/WHITE RD MARK PAINT		
		16.28 72111421 53110000222	STREET-ROADS PRES-SUPPLIES		
		196219 29728	01/26/2015	02/08/15	32.50
Invoice: 29728			PW/ACE TOP SOIL-RD END		
		32.50 73020769 531100	O&M-ROAD ENDS-SUPPLIES		
		196220 29734	01/26/2015	02/08/15	32.50
Invoice: 29734			PW/ACE TOP SOIL-FB RD END		
		32.50 73020769 531100	O&M-ROAD ENDS-SUPPLIES		
			CHECK	337797 TOTAL:	296.21
337798 02/11/2015 PRTD	863 INTERSTATE BATTERIES	196163 01/15/2015	01/15/2015	02/08/15	678.74
Invoice: 01/15/2015			PW/BATT-LIFT STAT/POL VEH#198		
		174.87 73421355 531100	WIN COLL-SUPPLIES		
		123.61 53011212 531100	PD-C/E-PATROL SUPPLIES		
		380.26 73421355 531100	WIN COLL-SUPPLIES		
			CHECK	337798 TOTAL:	678.74
337799 02/11/2015 PRTD	29 PNWS-AWWA	196221 2215	01/29/2015	02/08/15	250.00
Invoice: 2215			PW/2015 AGENCY DUES		
		250.00 73411345 549100	DUES/SUBSCRIPTIONS		
			CHECK	337799 TOTAL:	250.00

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

VOUCHER INVOICE

INV DATE PO

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INVOICE DTL DESC

337800 02/11/2015 PRTD 5907 AMSAN OLYMPIC SUPPLY 196164 327481354 01/13/2015 02/08/15 1,331.92
Invoice: 327481354
1,331.92 73637948 531100
PW/LINERS/ISSUES/TOWELS
O&M ALLOC-CITY WIDE SUPPLIES

CHECK 337800 TOTAL: 1,331.92

337801 02/11/2015 PRTD 4710 ASSOCIATED PETROLEU 196165 0692832-IN 01/12/2015 02/08/15 454.01
Invoice: 0692832-IN
454.01 91011897 547200
PW/BULK PROPANE-550
GG-C/E-O&M YARD FAC-PROPANE

196222 0694256-IN 01/16/2015 02/08/15 1,486.39
Invoice: 0694256-IN
1,486.39 73638932 532000
PW/845 GAL REGULAR
O&M-FUEL ALLOC TO OTH DEPTS

196223 0694261-IN 01/16/2015 02/08/15 1,446.03
Invoice: 0694261-IN
1,446.03 73638893 532000
PW/751 GAL DIESEL
O&M-FUEL USE-ALLOCATION

CHECK 337801 TOTAL: 3,386.43

337802 02/11/2015 PRTD 6420 AT&T MOBILITY 196307 0932JAN15 01/21/2015 02/08/15 105.64
Invoice: 0932JAN15
105.64 91011189 542100
ENG/DATA CARD SURVEY EQUIP
GG-C/E-CITY HALL-PHONE

CHECK 337802 TOTAL: 105.64

337803 02/11/2015 PRTD 4365 AUTOMATIC FUNDS TRAN 196224 79275 01/22/2015 02/08/15 110.02
Invoice: 79275
16.37 43411341 541100
16.37 73421351 541100
38.64 91411891 542500
38.64 91421891 542500
FIN/DELINQUENT INVOICES
FIN - WATER ADMIN PROF SERVICE
WIN COLL-ADM-PROF SVCS
GG-WTR-FAC-POSTAGE
GG-SWR-FAC-POSTAGE

CHECK 337803 TOTAL: 110.02

337804 02/11/2015 PRTD 736 AVAYA INC 196225 2733349818 01/08/2015 02/08/15 1,485.55
Invoice: 2733349818
1,485.55 81011801 548500
IT/PHONE SYSTEM MAINT
IT - C/E COMPUTER SUPPORT

CHECK 337804 TOTAL: 1,485.55

337805 02/11/2015 PRTD 47 BAINBRIDGE DISPOSAL 196166 01/21/2015 01/21/2015 02/08/15 25.00
Invoice: 01/21/2015
25.00 91011768 547900
PW/GARBAGE-VINCENT RD
GG-C/E-PARKS-GARBAGE

196308 015003JAN15 01/31/2015 02/08/15 196.65

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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: 015003JAN15

196.65 91011189 547900

CITY HALL DISPOSAL SVC

GG-C/E-CITY HALL-GARBAGE

196309 010963JAN15

01/31/2015

02/08/15

1,296.80

Invoice: 010963JAN15

CITYWIDE DISPOSAL SVC

85.35 91011215 547900

GG-C/E-PD-GARBAGE

282.99 91011768 547900

GG-C/E-PARKS-GARBAGE

301.61 91425358 547900

GG-WWTP-GARBAGE (NOT BIOSOLIDS)

626.85 91011897 547900

GG-C/E-O&M YARD FAC-GARBAGE

CHECK 337805 TOTAL:

1,518.45

337806 02/11/2015 PRD

54 BAINBRIDGE RENTAL IN 196167 170677

01/16/2015

02/08/15

733.67

Invoice: 170677

PW/33RSC38838 SAW

733.67 73111427 531100

OFFICE SUPPLIES

196226 170807

01/23/2015

02/08/15

27.12

Invoice: 170807

PW/KOMBI GARAGE HANGER

27.12 73011183 531100

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

CHECK 337806 TOTAL:

760.79

337807 02/11/2015 PRD

55 BAINBRIDGE ISLAND RE 196177 609838

01/16/2015

02/08/15

142.85

Invoice: 609838

PCD/LEGAL AD-EGL HARB MARINA

142.85 63470586 544000

CUR - DEV ZONING ADVERTISING

CHECK 337807 TOTAL:

142.85

337808 02/11/2015 PRD

55 BAINBRIDGE ISLAND RE 196176 608988

01/09/2015

02/08/15

95.63

Invoice: 608988

HEX/LEGAL AD-TANGLEBERRY APPEAL

95.63 34470586 544000

HEX - DEV ADVERTISING

CHECK 337808 TOTAL:

95.63

337809 02/11/2015 PRD

5412 BENEFIT ADMINISTRATI 196310 1501516

01/29/2015

02/08/15

408.80

Invoice: 1501516

2015 FLEX PLAN ADMIN

44.97 21011125 520000

COURT - BENEFITS

61.32 31011131 520000

EXEC - C/E BENEFITS

44.97 41011141 520000

FIN - C/E ADMIN BENEFITS

77.67 51011211 520000

PD-C/E ADMIN-BENEFITS

28.62 61011581 520000

PCD - C/E ADMIN BENEFITS

122.64 71011321 520000

PW - C/E BENEFITS

28.61 81011881 520000

IT - C/E ADMIN BENEFITS

CHECK 337809 TOTAL:

408.80

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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

337810 02/11/2015 PRD 50 BAINBRIDGE ISLAND EL 196227 20140687 01/08/2015 02/08/15 630.10
Invoice: 20140687 PW/ELECTRIC WORK-O&M YARD

630.10 73011897 548100 O&M-C/E-PWYD FAC-REPAIRS

Invoice: 20140782 196228 20140782 01/23/2015 02/08/15 130.44
PW/POL STATION LIGHTS/WIRING

130.44 73011215 548100 O&M-C/E-POLICE FAC-REPAIRS

CHECK 337810 TOTAL: 760.54

337811 02/11/2015 PRD 7696 BAINBRIDGE ISLAND MU 196285 2072 01/28/2015 02/08/15 788.08
Invoice: 2072 EX/COUNCIL RETREAT CATERING

788.08 31011131 531100 EXEC - C/E SUPPLIES

CHECK 337811 TOTAL: 788.08

337812 02/11/2015 PRD 1341 BLUE SKY PRINTING 196311 103267 01/29/2015 02/08/15 62.70
Invoice: 103267 CRT/DISMISSAL FORMS X 150

62.70 21011125 549100 COURT-DUES/SUBSCR/MEMBERSHIPS

CHECK 337812 TOTAL: 62.70

337813 02/11/2015 PRD 72 BRATWEAR 196230 13932 01/19/2015 02/08/15 422.30
Invoice: 13932 POL/JACKET/819

422.30 53011212 520000 POLICE - C/E PATROL BENEFITS

CHECK 337813 TOTAL: 422.30

337814 02/11/2015 PRD 5517 PALACE ENTERPRISES I 196231 16678 01/08/2015 02/08/15 449.59
Invoice: 16678 PW/REPLACE TOILET VALVE

449.59 73011897 548100 O&M-C/E-PWYD FAC-REPAIRS

CHECK 337814 TOTAL: 449.59

337815 02/11/2015 PRD 4586 CHS, INC. 196232 6882 /2 01/28/2015 02/08/15 478.68
Invoice: 6882 /2 PW/50# BAGS SALT X 63

478.68 73411345 531100 OFFICE SUPPLIES

CHECK 337815 TOTAL: 478.68

337816 02/11/2015 PRD 551 CENTURYLINK 196284 0399JAN15 01/23/2015 02/08/15 2,497.38
Invoice: 0399JAN15 CITYWIDE PHONE SERVICE

1,514.88 91425358 542100 GG-WWTP-TELEPHONE/FAX

611.24 91411891 542100 GG-WTR-FAC-PHONE

44.99 91011755 542100 GG-C/E-COMMONS-PHONE

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

VOUCHER INVOICE

INV DATE PO

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INVOICE DTL DESC

90.08 91011189 542100
152.19 91011897 542100
42.68 91011255 542100
41.32 91011215 542100

GG-C/E-CITY HALL-PHONE
GG-C/E-O&M YARD FAC-PHONE
GG-C/E-COURT BLDG-PHONE
GG-C/E-PD-PHONE

CHECK 337816 TOTAL: 2,497.38

337817 02/11/2015 PRD 7870 CLASSIC CYCLE, INC 196233 010715164825
Invoice: 010715164825
2,316.44 53011212 531100

01/08/2015 02/08/15
POL/BICYCLES X 3
PD-C/E-PATROL SUPPLIES

CHECK 337817 TOTAL: 2,316.44

337818 02/11/2015 PRD 51 BAINBRIDGE ISLAND 196168 26799174
Invoice: 26799174
50.00 63638 389000

01/23/2015 02/08/15
CRT/OUT COURT TICKET
COURT NON-REVENUE

CHECK 337818 TOTAL: 50.00

337819 02/11/2015 PRD 6920 COMCAST 196234 01/20/2015
Invoice: 01/20/2015
11.45 51011211 545000

01/20/2015 02/08/15
POL/XFINITY HD CONVERTER BOX
PD-C/E-ADMIN RENTS/LEASE

CHECK 337819 TOTAL: 11.45

337820 02/11/2015 PRD 142 COPIERS NORTHWEST IN 196235 INV1142634
Invoice: INV1142634
174.10 72011321 531100
174.10 61011581 531100

01/06/2015 02/08/15
IT/OCE PLOTTER OVERAGE THRUPUT
ENG - C/E ADMIN SUPPLIES
PCD - C/E ADMIN SUPPLIES

CHECK 337820 TOTAL: 348.20

337821 02/11/2015 PRD 7016 CUSTOM PRINTING 196169 4643
Invoice: 4643
359.36 61011581 531100

196179 4625
Invoice: 4625
43.22 21011125 531100

01/22/2015 02/08/15
PCD/5000 REGULAR ENVELOPES
PCD - C/E ADMIN SUPPLIES

01/12/2015 02/08/15
CRT/EARTHCHOICE PAPER
COURT - SUPPLIES

CHECK 337821 TOTAL: 402.58

337822 02/11/2015 PRD 7906 DLT SOLUTIONS, LLC 196236 S1278865
Invoice: S1278865
4,417.79 81011881 548500

01/27/2015 02/08/15
IT/AUTODESK SFTWR MAINT RENEWAL
IT - C/E COMPUTER SUPPORT

4,417.79

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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 337822 TOTAL: 4,417.79

337823 02/11/2015 PRD 7144 DTMICRO, INC 196237 2165 01/15/2015 02/08/15 135.88
Invoice: 2165 IT/POLICE ILEADS NTRK CONN
135.88 91011215 542100 GG-C/E-PD-PHONE

CHECK 337823 TOTAL: 135.88

337824 02/11/2015 PRD 5781 EXTERMINATION SERVIC 196170 20733 01/12/2015 02/08/15 151.09
Invoice: 20733 PW/HA TREATMENT
151.09 73011897 548100 O&M-C/E-PWYD FAC-REPAIRS

CHECK 337824 TOTAL: 151.09

337825 02/11/2015 PRD 6940 FREMONT ANALYTICAL 196171 1501092 01/19/2015 02/08/15 900.00
Invoice: 1501092 ASSAY SVC & TECH SUPPORT
900.00 72431832 54110000445 NPDES PERMIT-PRO SVCS

CHECK 337825 TOTAL: 900.00

337826 02/11/2015 PRD 4262 GEMPLER'S 196238 1020457699 01/15/2015 02/08/15 320.65
Invoice: 1020457699 PW/SAFETY GEAR
320.65 73637891 531100 OFFICE SUPPLIES

CHECK 337826 TOTAL: 320.65

337827 02/11/2015 PRD 3876 GLOBAL PRINTER SERVI 196239 0290746-IN 01/06/2015 02/08/15 104.50
Invoice: 0290746-IN IT/REPLACE PRINTER FUSER
104.50 81011881 535500 IT - C/E COMPUTER PARTS & EQ

CHECK 337827 TOTAL: 104.50

337828 02/11/2015 PRD 252 H.D. FOWLER COMPANY 196173 I3824870 01/09/2015 02/08/15 286.51
Invoice: I3824870 PW/MISC PLUMBING SUPPLIES
286.51 73421355 531100 WIN COLL-SUPPLIES

CHECK 337828 TOTAL: 286.51

337829 02/11/2015 PRD 253 HACH COMPANY 196172 9184486 01/07/2015 02/08/15 1,050.88
Invoice: 9184486 PW/DRB200 REACTOR-WWTP
1,050.88 73425358 531100 O&M-WWTP-SUPPLIES

CHECK 337829 TOTAL: 1,050.88

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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

337830	02/11/2015	PRTD	5481	IACP	196240	1720183	01/30/2015		02/08/15	150.00
Invoice: 1720183							POL/2015 DUES/HAMNER			
					150.00	51011211 549100	PD-C/E-ADM-DUES/SUBCR/MEMBRSH			

CHECK	337830	TOTAL:	150.00
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337831	02/11/2015	PRTD	283	IIMC	196174	2015-6101	12/29/2014		02/08/15	195.00
Invoice: 2015-6101							CLERK/ANNUAL MEMBER FEE			
					195.00	36011143 549100	CLERK-DUES/SUBSCR/MEMBRSHPS			

CHECK	337831	TOTAL:	195.00
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337832	02/11/2015	PRTD	1496	KITSAP COUNTY SEWER	196175	25591	01/16/2015		02/08/15	12,630.00
Invoice: 25591							FEB15 SO ISL SEWER SVC FEE			
					12,630.00	73426356 551000	SIS-SD#7 PROCESSING CHGS			

CHECK	337832	TOTAL:	12,630.00
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337833	02/11/2015	PRTD	339	KITSAP COUNTY - CENC	196243	BIPD2015-02	01/20/2015	21500002	02/08/15	6,971.73
Invoice: BIPD2015-02							POL/CENCOM SERVICE			
					2,091.52	52011286 551000	POLICE - C/E - INVEST CENCOM			
					4,880.21	53011286 551000	POLICE - C/E PATROL CENCOM			

CHECK	337833	TOTAL:	6,971.73
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337834	02/11/2015	PRTD	315	KITSAP HUMANE SOCIET	196241	50152	01/01/2015		02/08/15	5,122.50
Invoice: 50152							EX/Q1 2015 ANIMAL CONTROL			
					5,122.50	91011393 541100	FIN - C/E ANIMAL CONTROL FEES			

CHECK	337834	TOTAL:	5,122.50
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337835	02/11/2015	PRTD	308	KITSAP REGIONAL COOR	196242	01/26/2015	01/26/2015		02/08/15	650.00
Invoice: 01/26/2015							IT/2015 KIT-NET MEMBER DUES			
					650.00	91011589 551000	EXEC - C/E REGIONAL PLANNING			

					196286	01/26/15	01/26/2015		02/08/15	28,818.00
Invoice: 01/26/15							EX/2015 DUES			
					28,818.00	91011199 549100	EXEC - C/E GEN'L GOV'T DUES			

CHECK	337835	TOTAL:	29,468.00
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337836	02/11/2015	PRTD	6577	LAKE SIDE INDUSTRIES	196245	14100828MB	01/21/2015		02/08/15	1,725.72
Invoice: 14100828MB							PW/15.12 TONS ASPHALT			
					1,725.72	990 141100	MERCHANDISE			

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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	337836 TOTAL:	1,725.72
337837	02/11/2015	PRTD	6789 LAMB'S OFFICE SUPPLY	196180	0002287-001	01/23/2015	02/08/15	139.12
	Invoice: 0002287-001					CRT/PRINTER CARTRIDGE		
				139.12	21011125 531100	COURT - SUPPLIES		
				196312	0002398-001	01/29/2015	02/08/15	382.12
	Invoice: 0002398-001					CRT/MISC OFFICE SUPPLIES		
				382.12	21011125 531100	COURT - SUPPLIES		
						CHECK	337837 TOTAL:	521.24
337838	02/11/2015	PRTD	8118 MICHELLE BENNETT	196229	0130	01/27/2015	02/08/15	1,200.00
	Invoice: 0130					POL/WORKPLACE CIVILITY TRAINING		
				1,200.00	51011211 541100	PD-C/E-ADM-PROF SVCS		
						CHECK	337838 TOTAL:	1,200.00
337839	02/11/2015	PRTD	7038 MOON SECURITY SERVIC	196313	750003	01/31/2015	02/08/15	484.00
	Invoice: 750003					CRT/ELECTR HOME MONITORING		
				484.00	21011232 545000	COURT-ELECT HOME DET'N-EQ RENT		
						CHECK	337839 TOTAL:	484.00
337840	02/11/2015	PRTD	6732 NAT'L ASSOC OF TOWN	196246	WA404	01/06/2015	02/08/15	35.00
	Invoice: WA404					POL/NNO MEMBERSHIP		
				35.00	51011211 549100	PD-C/E-ADM-DUES/SUBCR/MEMBRSH		
						CHECK	337840 TOTAL:	35.00
337841	02/11/2015	PRTD	2013 NORTHSTAR CHEMICAL I	196181	58444	01/15/2015	02/08/15	2,134.43
	Invoice: 58444					PW/SODIUM HYPOCHORITE-WWTP		
				2,134.43	73425358 531100	O&M-WWTP-SUPPLIES		
						CHECK	337841 TOTAL:	2,134.43
337842	02/11/2015	PRTD	1125 NORTH WEST INSTRUMEN	196247	12744	01/21/2015	02/08/15	119.57
	Invoice: 12744					PW/LAB SUPPLY-ER-120A-WWTP		
				119.57	73425358 548100	O&M-WWTP-REPAIRS		
						CHECK	337842 TOTAL:	119.57
337843	02/11/2015	PRTD	1052 CANNON SOLUTIONS AME	196248	902276798	01/12/2015	02/08/15	65.57
	Invoice: 902276798					IT/PLOTTER PAPER		
				32.78	72011321 531100	ENG - C/E ADMIN SUPPLIES		

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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

32.79 61011581 531100

PCD - C/E ADMIN SUPPLIES

CHECK 337843 TOTAL: 65.57

337844 02/11/2015 PRD 4129 OWEN EQUIPMENT COMPA 196249 00074399
Invoice: 00074399

01/22/2015 02/08/15
PW/FLEXIBLE HOSE X 2

173.73

173.73 73421355 531100

WIN COLL-SUPPLIES

CHECK 337844 TOTAL: 173.73

337845 02/11/2015 PRD 8113 PAYNE, JEANE P
Invoice: 01/27/2015

196182 01/27/2015

01/27/2015 02/08/15
CRT/PRO TEM-5 HRS

250.00

250.00 21011125 541210

COURT - JUDGE PRO TEMPORE SVCS

CHECK 337845 TOTAL: 250.00

337846 02/11/2015 PRD 7803 PINTO, MICHELLE
Invoice: 279

196314 279

01/29/2015 02/08/15
CRT/INTERPRETER SERV-2 HRS

100.00

100.00 21011125 541230

COURT - INTERPRETER

CHECK 337846 TOTAL: 100.00

337847 02/11/2015 PRD 4382 PNCWA, OLYMPIC SECTI 196183 2015-2
Invoice: 2015-2

196183 2015-2

01/12/2015 02/08/15

30.00

30.00 73425358 549100

PW/2015 MEMBER DUES-WWTP
O&M-WWTP-DUES, SUBSCR

CHECK 337847 TOTAL: 30.00

337848 02/11/2015 PRD 360 PROBUILD COMPANY LLC 196184 1552751
Invoice: 1552751

196184 1552751

01/16/2015 02/08/15

146.73

146.73 73435838 531100

PW/24 X 100 VISQUEEN
O&M-DECANT-SUPPLIES

196250 1553212

01/21/2015 02/08/15

4.48

4.48 73011183 531100

PW/1X4 8' PINE
O&M-C/E-CH FAC-SUPPLIES

CHECK 337848 TOTAL: 151.21

337849 02/11/2015 PRD 1205 PUGET SOUND ENERGY 196251 400000867608
Invoice: 400000867608

196251 400000867608

01/08/2015 02/08/15

83.00

83.00 73011755 548100

PW/INSTALL POLE-SR CENTER
O&M-COMMONS REPAIRS

CHECK 337849 TOTAL: 83.00

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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

337850	02/11/2015	PRTD	394	RED'S ELECTRIC MOTOR	196185	31220	01/14/2015		02/08/15	2,545.75
Invoice: 31220							PW/PUMP MOTOR REPAIR-WWTP			
					2,545.75	73425358 548100	O&M-WWTP-REPAIRS			

CHECK 337850 TOTAL: 2,545.75

337851	02/11/2015	PRTD	557	RELIABLE STORAGE BAI	196252	13007	01/30/2015		02/08/15	484.00
Invoice: 13007							PCD/FEB15 RENT UNIT M007,008			
					484.00	61470581 545000	PCD - DEV ADMIN RENTS & LEASES			

CHECK 337851 TOTAL: 484.00

337852	02/11/2015	PRTD	639	EDWARD ROSENBAUM, PH	196253	314049	01/27/2015		02/08/15	975.00
Invoice: 314049							POL/PRE-HIRE EVALUATIONS			
					975.00	51011211 541100	PD-C/E-ADM-PROF SVCS			

CHECK 337852 TOTAL: 975.00

337853	02/11/2015	PRTD	7385	CHARLES P. SHANE	196186	10640021	01/26/2015		02/08/15	162.75
Invoice: 10640021							CRT/PUBLIC DEFENDER SVC			
					162.75	32011281 541113	LGL-C/E-PUBLIC DEF-OUTSIDE ATT			

Invoice: 15078209

196187	15078209	01/27/2015		02/08/15	500.00
CRT/PUBLIC DEFENDER SVC					
500.00	32011281 541113	LGL-C/E-PUBLIC DEF-OUTSIDE ATT			

Invoice: 18711902

196188	18711902	01/26/2015		02/08/15	33.75
CRT/PUBLIC DEFENDER SVC					
33.75	32011281 541113	LGL-C/E-PUBLIC DEF-OUTSIDE ATT			

CHECK 337853 TOTAL: 696.50

337854	02/11/2015	PRTD	5864	SHOOTING TIMES	196254	2015-SUB-POL	01/30/2015		02/08/15	12.97
Invoice: 2015-SUB-POL							POL/SQUAD ROOM SUBSCRIPTION			
					12.97	53011212 549100	PD-C/E-PATROL-DUES/SUBCR/MEMBR			

CHECK 337854 TOTAL: 12.97

337855	02/11/2015	PRTD	601	SOUND REPROGRAPHICS	196189	32445	01/26/2015		02/08/15	294.63
Invoice: 32445							ENG/LYNWOOD CTR PLANS BKS			
					294.63	72433438 64950000599	LYNWOOD OUTFALL-COPIES			

CHECK 337855 TOTAL: 294.63

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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

337856 02/11/2015 PRTD 2467 STAPLES ADVANTAGE 196190 3253250756 01/03/2015 02/08/15 276.82
Invoice: 3253250756
276.82 73637891 531100 PW/MISC OFFICE SUPPLIES
OFFICE SUPPLIES
CHECK 337856 TOTAL: 276.82

337857 02/11/2015 PRTD 2467 STAPLES CREDIT PLAN 196255 1228587561 01/15/2015 02/08/15 38.36
Invoice: 1228587561
38.36 51011191 531100 POL/PADLOCKS X 4
PD-C/E-PROP RM-SUPPLIES
196256 1228809981 01/15/2015 02/08/15 587.89
Invoice: 1228809981
72.82 53011212 531100 POL/SUPPLIES
PD-C/E-PATROL SUPPLIES
435.78 51011211 531100 PD-C/E-ADM-SUPPLIES
79.29 51011211 53110000589 PD-COMM OUTREACH-SUPPLIES
196257 1228900771 01/15/2015 02/08/15 41.28
Invoice: 1228900771
41.28 51011211 531100 POL/BLANK CDS
PD-C/E-ADM-SUPPLIES
CHECK 337857 TOTAL: 667.53

337858 02/11/2015 PRTD 6714 TOSHIBA FINANCIAL SE 196191 16412057 01/15/2015 02/08/15 329.37
Invoice: 16412057
329.37 61470581 545000 PCD/6550C COPIER LEASE
PCD - DEV ADMIN RENTS & LEASES
196258 270728256 01/22/2015 02/08/15 428.28
Invoice: 270728256
428.28 73637891 545000 PW/3530C COPIER LEASE
RENTS & LEASES - OPERATING
CHECK 337858 TOTAL: 757.65

337859 02/11/2015 PRTD 6714 TOSHIBA FINANCIAL SE 196192 16429150 01/19/2015 02/08/15 229.16
Invoice: 16429150
229.16 72011321 545000 ENG/4540C COPIER LEASE
ENG - C/E ADMIN RENTS & LEASES
196259 270777105 01/22/2015 02/08/15 366.32
Invoice: 270777105
366.32 51011211 545000 POL/3530C COPIER LEASE
PD-C/E-ADMIN RENTS/LEASE
CHECK 337859 TOTAL: 595.48

337860 02/11/2015 PRTD 558 TOWN & COUNTRY MARKE 196193 01/18/2015 01/18/2015 02/08/15 16.77
Invoice: 01/18/2015
16.77 73425358 531100 PW/DISTILLED WTR-WWTP
O&M-WWTP-SUPPLIES

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CASH ACCOUNT: 635 111100 CASH

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

CHECK	337860	TOTAL:	16.77
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337861	02/11/2015	PRTD	560 TWISS ANALYTICAL INC	196287	15-00284	01/20/2015		02/08/15	62.10
Invoice: 15-00284									

PW/WINSLOW WTR TESTING

62.10 73411345 54110000391 LAB SVCS-WATER

196288	15-00285	01/20/2015	02/08/15	55.66
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PW/ROCKAWAY WTR TESTING

55.66 73415345 54110000391 LAB SVCS-WATER ROCKAWAY

196289	15-00288	01/20/2015	02/08/15	77.28
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PW/WINSLOW WTR TESTING

77.28 73411345 54110000391 LAB SVCS-WATER

196290	15-00410	01/22/2015	02/08/15	38.64
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PW/WINSLOW WTR TESTING

38.64 73411345 54110000391 LAB SVCS-WATER

CHECK	337861	TOTAL:	233.68
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337862	02/11/2015	PRTD	7876 THE ARTINA GROUP, IN	196194	174708	12/19/2014		02/08/15	288.50
Invoice: 174708									

FIN/6 BX CHECK FORMS-AP

288.50 41011141 531100 FIN - C/E ADMIN SUPPLIES

CHECK	337862	TOTAL:	288.50
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337863	02/11/2015	PRTD	5402 VIRTUAL GRAFFITI INC	196291	625459	01/07/2015		02/08/15	956.00
Invoice: 625459									

IT/WEB FILTER

956.00 81011881 548500 IT - C/E COMPUTER SUPPORT

CHECK	337863	TOTAL:	956.00
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337864	02/11/2015	PRTD	167 WA ST DEPT OF ECOLOG	196195	2015-WAR045503-2	01/12/2015		02/08/15	7,735.00
Invoice: 2015-WAR045503-2									

2015 SSWM NPDES PERMIT 2 OF 2

7,735.00 91431383 54980000278 NPDES PERMIT-SSWM

196196	2015-WA0020907	01/13/2015	02/08/15	2,764.80
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2015 WASTEWATER PRMT 2 OF 2

2,764.80 73425358 549800 O&M-WWTP-PERMITS

CHECK	337864	TOTAL:	10,499.80
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337865	02/11/2015	PRTD	4010 WA ASSOC OF SHERIFFS	196293	DUES2015-00190	01/12/2015		02/08/15	245.00
Invoice: DUES2015-00190									

POL/2015 DUES/HAMNER

245.00 51011211 549100 PD-C/E-ADM-DUES/SUBCR/MEMBRSHIP

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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 337865 TOTAL: 245.00

337866 02/11/2015 PRD 1210 WATER PURVEYORS ASSO 196292 WP1502 01/21/2015 02/08/15 200.00
Invoice: WP1502 PW/2015 ANNUAL DUES
200.00 73411345 549100 DUES/SUBSCRIPTIONS

CHECK 337866 TOTAL: 200.00

337867 02/11/2015 PRD 499 WESTBAY AUTO PARTS I 196294 024915 01/14/2015 02/08/15 498.93
Invoice: 024915 PW/JUMP STARTER
498.93 73638935 531100 OFFICE SUPPLIES

196295 026268-CM 01/16/2014 02/08/15 -498.93
Invoice: 026268-CM PW/RETURN JUMP STARTER
-498.93 73638935 531100 OFFICE SUPPLIES

196296 025220 01/15/2015 02/08/15 -48.31
Invoice: 025220 PW/CORE DEPOSIT-POL VEH
-48.31 53011212 531100 PD-C/E-PATROL SUPPLIES

196297 026559 01/21/2015 02/08/15 146.13
Invoice: 026559 PW/OIL/AIR FILTER/BELT/LAMP
146.13 990 141100 MERCHANDISE

196298 026969 01/22/2015 02/08/15 61.56
Invoice: 026969 PW/BREAKER/LAMP/TAPE
61.56 73638935 531100 OFFICE SUPPLIES

196299 027201 01/23/2015 02/08/15 28.25
Invoice: 027201 PW/CHEVY VEH#69 TAILLIGHT
28.25 73111427 531100 OFFICE SUPPLIES

196300 028005 01/26/2015 02/08/15 4.57
Invoice: 028005 PW/SLIDE TERMINAL
4.57 73434438 66400000517 CAP EQ REPLACEMENT-SSWM

196301 028240 01/27/2015 02/08/15 52.72
Invoice: 028240 PW/TRAILERS X 50
52.72 73434438 66400000517 CAP EQ REPLACEMENT-SSWM

196302 027306 01/23/2015 02/08/15 13.96
Invoice: 027306 PW/FUSE HOLDER X 4
13.96 73434438 66400000517 CAP EQ REPLACEMENT-SSWM

196303 028252 01/27/2015 02/08/15 87.81
Invoice: 028252 PW/DOOR HINGE ASSY-VEH#71
87.81 73011768 531100 O&M-C/E-PARKS-SUPPLIES

196304 028649 01/28/2015 02/08/15 63.84
Invoice: 028649 PW/ROCKERS/FUSE BLOCK

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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

63.84 73434438 66400000517 CAP EQ REPLACEMENT-SSWM

CHECK 337867 TOTAL: 410.53

337868 02/11/2015 PRD 2607 ZEE MEDICAL SERVICE 196305 68280551 01/28/2015 02/08/15 110.11

Invoice: 68280551

PW/O&M 1ST AID RESTOCK

110.11 73637891 531100 OFFICE SUPPLIES

196306 68280553 01/28/2015 02/08/15 79.08

Invoice: 68280553

POL/1ST AID RESTOCK

79.08 51011215 531100 POLICE - C/E FACIL SUPPLIES

CHECK 337868 TOTAL: 189.19

NUMBER OF CHECKS 72 *** CASH ACCOUNT TOTAL *** 108,482.77

COUNT AMOUNT

TOTAL PRINTED CHECKS 72 108,482.77

*** GRAND TOTAL *** 108,482.77

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JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER	JNL	SRC ACCOUNT	ACCOUNT DESC	T OB	DEBIT	CREDIT
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC	
2015 2 16						
APP 402-213000					ACCOUNTS PAYABLE	24,254.19
02/11/2015	02/08/15	021115			AP CASH DISBURSEMENTS JOURNAL	
APP 635-111100					CASH	108,482.77
02/11/2015	02/08/15	021115			AP CASH DISBURSEMENTS JOURNAL	
APP 001-213000					GENERAL - ACCOUNTS PAYABLE	63,962.41
02/11/2015	02/08/15	021115			AP CASH DISBURSEMENTS JOURNAL	
APP 403-213000					ACCOUNTS PAYABLE	9,223.90
02/11/2015	02/08/15	021115			AP CASH DISBURSEMENTS JOURNAL	
APP 101-213000					STREETS - ACCOUNTS PAYABLE	778.20
02/11/2015	02/08/15	021115			AP CASH DISBURSEMENTS JOURNAL	
APP 401-213000					ACCOUNTS PAYABLE	1,828.61
02/11/2015	02/08/15	021115			AP CASH DISBURSEMENTS JOURNAL	
APP 631-213000					ACCOUNTS PAYABLE	5,511.76
02/11/2015	02/08/15	021115			AP CASH DISBURSEMENTS JOURNAL	
APP 407-213000					ACCOUNTS PAYABLE	1,051.85
02/11/2015	02/08/15	021115			AP CASH DISBURSEMENTS JOURNAL	
APP 901-213000					ACCOUNTS PAYABLE	1,871.85
02/11/2015	02/08/15	021115			AP CASH DISBURSEMENTS JOURNAL	
GENERAL LEDGER TOTAL						108,482.77 108,482.77
APP 631-130000					DUE TO/FROM CLEARING	102,971.01
02/11/2015	02/08/15	021115				
APP 402-130000					DUE TO/FROM CLEARING	24,254.19
02/11/2015	02/08/15	021115				
APP 001-130000					GENERAL - DUE TO/FROM CLEARING	63,962.41
02/11/2015	02/08/15	021115				
APP 403-130000					DUE TO/FROM CLEARING	9,223.90
02/11/2015	02/08/15	021115				
APP 101-130000					STREETS - DUE TO/FROM CLEARING	778.20
02/11/2015	02/08/15	021115				
APP 401-130000					DUE TO/FROM CLEARING	1,828.61
02/11/2015	02/08/15	021115				
APP 407-130000					DUE TO/FROM CLEARING	1,051.85
02/11/2015	02/08/15	021115				
APP 901-130000					DUE TO/FROM CLEARING	1,871.85
02/11/2015	02/08/15	021115				
SYSTEM GENERATED ENTRIES TOTAL						102,971.01 102,971.01
JOURNAL 2015/02/16 TOTAL						211,453.78 211,453.78

02/04/2015 09:50
lsteinberg

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

|P 16
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT			ACCOUNT DESCRIPTION		
001 GENERAL FUND	2015 2	16	02/11/2015		
001-130000			GENERAL - DUE TO/FROM CLEARING		63,962.41
001-213000			GENERAL - ACCOUNTS PAYABLE	63,962.41	
			FUND TOTAL	63,962.41	63,962.41
101 STREET FUND	2015 2	16	02/11/2015		
101-130000			STREETS - DUE TO/FROM CLEARING		778.20
101-213000			STREETS - ACCOUNTS PAYABLE	778.20	
			FUND TOTAL	778.20	778.20
401 WATER OPERATING FUND	2015 2	16	02/11/2015		
401-130000			DUE TO/FROM CLEARING		1,828.61
401-213000			ACCOUNTS PAYABLE	1,828.61	
			FUND TOTAL	1,828.61	1,828.61
402 SEWER OPERATING FUND	2015 2	16	02/11/2015		
402-130000			DUE TO/FROM CLEARING		24,254.19
402-213000			ACCOUNTS PAYABLE	24,254.19	
			FUND TOTAL	24,254.19	24,254.19
403 STORM & SURFACE WATER FUND	2015 2	16	02/11/2015		
403-130000			DUE TO/FROM CLEARING		9,223.90
403-213000			ACCOUNTS PAYABLE	9,223.90	
			FUND TOTAL	9,223.90	9,223.90
407 BUILDING & DEVELOPMENT FUND	2015 2	16	02/11/2015		
407-130000			DUE TO/FROM CLEARING		1,051.85
407-213000			ACCOUNTS PAYABLE	1,051.85	
			FUND TOTAL	1,051.85	1,051.85
631 CLEARING FUND	2015 2	16	02/11/2015		
631-130000			DUE TO/FROM CLEARING	102,971.01	
631-213000			ACCOUNTS PAYABLE	5,511.76	
635-111100			CASH		108,482.77
			FUND TOTAL	108,482.77	108,482.77
901 CITY-WIDE REPORTING FUND	2015 2	16	02/11/2015		
901-130000			DUE TO/FROM CLEARING		1,871.85
901-213000			ACCOUNTS PAYABLE	1,871.85	
			FUND TOTAL	1,871.85	1,871.85

02/04/2015 09:50
lsteinberg

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

|P 17
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		63,962.41
101	STREET FUND		778.20
401	WATER OPERATING FUND		1,828.61
402	SEWER OPERATING FUND		24,254.19
403	STORM & SURFACE WATER FUND		9,223.90
407	BUILDING & DEVELOPMENT FUND		1,051.85
631	CLEARING FUND	102,971.01	
901	CITY-WIDE REPORTING FUND		1,871.85
	TOTAL	102,971.01	102,971.01

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

PAYROLL

PAYROLL CHECK RUN: 2 - 5 - 2015

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	2/5/2015	032252 - 032359	P/R check run - direct deposit	236,247.99
Normal	2/5/2015	106966 - 106972	P/R check run - regular	8,356.67
Vendor	2/5/2015	106973 - 106985	P/R vendor check run	242,535.12
Misc	2/5/2015	106986	Misc - EE Vac/Comp Payout	5,535.85
EFTPS	2/5/2015		Federal Tax Electronic Transfer	97,276.49
			TOTAL:	589,952.12

Prepared and Reviewed by:

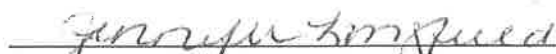


Deborah Lee

Date

2-4-15

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.



Jennifer Longfield, Budget Manager

Date

2/4/15

ITEMS DISCUSSED

1. EXECUTIVE SESSION: POTENTIAL LITIGATION (RCW 42.30.110(1)(I)) AND REVIEW QUALIFICATIONS FOR AN APPLICANT FOR CITY EMPLOYMENT (RCW 42.30.110(1)(G))
 2. CALL TO ORDER / ROLL CALL
 3. ACCEPTANCE OR MODIFICATION OF AGENDA / CONFLICT OF INTEREST DISCLOSURE
 4. CITY MANAGER'S REPORT: COMPREHENSIVE PLAN/NAVIGATE BAINBRIDGE UPDATE
 5. STAFF INTENSIVE
 - A. WATERFRONT PARK/CITY DOCK ALTERNATIVES, AB 13-025 – PUBLIC WORKS
 - B. PUBLIC WORKS CONTRACTS, AB 15-003, – PUBLIC WORKS
 1. YEOMALT AREA DRAINAGE IMPROVEMENT PROFESSIONAL SERVICES AGREEMENT AMENDMENT #1, AB 13-169
 2. WARDWELL ROAD DRAINAGE IMPROVEMENT PROFESSIONAL SERVICES AGREEMENT AMENDMENT #2, AB 13-168
 - C. EAGLE HARBOR SEWER BEACH MAINS PROJECT EMERGENCY WORK CHANGE DIRECTIVE, AB 10-102
 - D. SUZUKI COMMUNITY WORKSHOP FOLLOW-UP, AB 14-119 – SUZUKI PROPERTY AD HOC COMMITTEE
 - E. BRIEFING ON THE COMPREHENSIVE PLAN/NAVIGATE BAINBRIDGE COMMUNITY VISIONING WORKSHOPS, AB 14-159 – PLANNING
 - F. GRANT AWARD FROM THE PUGET SOUND MARINE AND NEARSHORE GRANT PROGRAM FOR CITY'S APPLICATION, "MONITORING ECOLOGICAL FUNCTION WITH REMOTE SENSING AT BAINBRIDGE ISLAND," AB 14-148 – PLANNING
 - G. ORDINANCE NO. 2015-02 (FORMALLY ORDINANCE NOS. 2014-28 AND 2013-13), RELATING TO OFF-LEASH ANIMALS ON PUBLIC PROPERTY, AB 13-092 – EXECUTIVE
 - H. OBTAIN COUNCIL APPROPRIATION FOR PAYMENT OF PAULSON SETTLEMENT, AB 15-004 – EXECUTIVE
 - I. KITSAP COUNTY TRAFFIC SAFETY TASK FORCE MEMORANDUM OF UNDERSTANDING, AMENDMENT # 1, AB 14-171 – EXECUTIVE
 6. COUNCIL DISCUSSION
 - A. ACCESSORY DWELLING UNITS, AB 15-001 – CITY COUNCIL
 - B. SUBJECT: HARBOR COMMISSION APPOINTMENT, AB 15-002 – MAYOR BLAIR
 - C. MARTIN LUTHER KING PROCLAMATION – MAYOR BLAIR
 - D. APPOINTMENT OF NEW COUNCILMEMBER – CITY COUNCIL
 7. COMMITTEE REPORTS
 8. REVIEW UPCOMING COUNCIL MEETING AGENDAS
 9. FOR THE GOOD OF THE ORDER
 10. ADJOURNMENT
-
1. **EXECUTIVE SESSION: POTENTIAL LITIGATION (RCW 42.30.110(1)(i)) AND REVIEW QUALIFICATIONS FOR AN APPLICANT FOR CITY EMPLOYMENT (RCW 42.30.110(1)(g)) 6:00 PM**

Deputy Mayor Townsend called an executive session to order at 6:00 p.m. with Councilmembers Blair, Blossom, Bonkowski, Roth and Tollefson and City Attorney Marshall to discuss Potential Litigation (RCW 42.30.110(1)(I)) and to Review Qualifications of an Applicant for City Employment (RCW 42.30.110(1)(G)) in the Planning Conference Room. The recording system was turned off and a notice was posted on the door to the Council Chamber. The executive session adjourned at 6:42 p.m. No action was taken.
 2. **CALL TO ORDER / ROLL CALL 7:00 PM**

Deputy Mayor Townsend called the meeting to order at 7:00 p.m. with Councilmembers Blair, Blossom, Bonkowski, Roth and Tollefson present. Records Management Coordinator Jahraus monitored the recording of the meeting and prepared the minutes.
 3. **ACCEPTANCE OR MODIFICATION OF AGENDA / CONFLICT OF INTEREST DISCLOSURE 7:00 PM**

Mayor Blair requested addition of two items under Council Discussion: the Martin Luther King Jr. Day Proclamation and appointment of a new council member to fill the vacancy left by former Councilmember Ward.

7:01 P.M. ***MOTION:** I move to accept the agenda as modified.*
***TOLLEFSON/ROTH:** The motion carried 6-0.*
 4. **CITY MANAGER'S REPORT: COMPREHENSIVE PLAN/NAVIGATE BAINBRIDGE UPDATE 7:01 PM**

No report.

5. **STAFF INTENSIVE**

A. WATERFRONT PARK/CITY DOCK ALTERNATIVES, AB 13-025 – PUBLIC WORKS 7:02 PM

Public Works Director Loveless used a PowerPoint to provide an update to Council on the Waterfront Park/City Dock Alternatives including 30% design development, grant status, current project schedules, and funding alternatives.

Public Comment

John Grinter encourages water-based improvements and setting aside 300K to work on seasonal float with the park district.

Robert Hershberg, Eagle Harbor Drive, encourages the ferry settlement money be used for one large project.

Mark Leese, Stetson Place, is disappointed in the proposals set before the Council.

Kathleen Cronin, concerned about sight lines.

Dave Henry shared a drawing of a concept for parking at Waterfront Park.

Rich Hebert would like to see the dock repaired.

Erin Leader, felt the focus was more on the park rather than the dock for water-related issues.

Lara Hansen stated the dock right now is not an inviting space.

Council engaged in further discussion and Public Works Director Loveless responded to some of the questions brought up during public comment.

8:02 P.M.

MOTION: *To approve going forward with a full dock replacement with design and permitting in 2015 and anticipation of construction in 2016. Park design would occur in 2015 with construction phases to be consistent with the money left over.*

BONKOWSKI/BLOSSOM

FRIENDLY AMENDMENT BY COUNCILMEMBER TOLLEFSON: *To proceed with full design with the intent of construction without the hockey stick as Phase 1 in 2016. The motion carried 4-2 (Blair and Roth).*

B. PUBLIC WORKS CONTRACTS, AB 15-003 – PUBLIC WORKS

1. YEOMALT AREA DRAINAGE IMPROVEMENT PROFESSIONAL SERVICES AGREEMENT AMENDMENT #1, AB 13-169 – PUBLIC WORKS 8:02 pm

The Yeomalt Area Drainage Improvements project includes stormwater water quality and conveyance, improvements, as well as some roadway improvements, at the following locations: 1) East-west leg of Yeomalt Point Drive, 2) Dingley Road from Fairview Avenue to Madrona Drive, 3) Madrona Drive from Yeomalt Point Drive to Dingley Road NE, and 4) 550 feet of Madrona Drive, south of Dingley Road NE.

The City Council approved the original design agreement with Browne Wheeler Engineers, Inc. at their December 11, 2013 City Council meeting in an amount not to exceed \$60,000.00. Amendment No. 1 to the professional service agreement changes the termination date from December 31, 2014 to June 30, 2015.

8:02 PM

MOTION: *I move that the City Council forward Amendment No. 1 to Professional Services Agreement for the Yeomalt Area Drainage Improvements project, with an effective date of December 31, 2014, to the January 13, 2015 City Council consent agenda.*

BLAIR/BLOSSOM: *The motion carried 6-0.*

2. WARDWELL ROAD DRAINAGE IMPROVEMENT PROFESSIONAL SERVICES AGREEMENT AMENDMENT #2, AB 13-168 – PUBLIC WORKS 8:04 PM

The Wardwell drainage design project consists of water quality improvements and conveyance improvements that will improve the discharge into Woodward Creek. Improvements will be accomplished by a series of sediment removal systems, bio-retention systems, bio-filtration swales, piping, roadway improvements, and a new cross culvert beneath Wardwell Drive.

The City Council approved the original design agreement with MAP Limited at their December 11, 2013 meeting in an amount not to exceed \$74,000. City Council also approved Amendment No. 1 at their October 7, 2014 meeting in the amount of \$6,860 which included design revisions required by the Washington State Department of Ecology. Amendment No. 2 changes the termination date from December 31, 2014 to June 30, 2015.

8:04 PM

MOTION: *I move that the City Council forward Amendment No. 2 to Professional Services Agreement for the Wardwell Road Drainage Improvements project, with an effective date of December 31, 2014, to the January 13, 2015 City Council consent agenda.*
BLAIR/BLOSSOM: *The motion carried 6-0.*

C. EAGLE HARBOR SEWER BEACH MAINS PROJECT EMERGENCY WORK CHANGE DIRECTIVE, AB 10-102 – PUBLIC WORKS 8:05 PM

The recent completion of the Eagle Harbor Sewer Beach Mains Rehabilitation project has accelerated actions required to correct a hydraulic deficiency at the entrance of the Wastewater Treatment Plant headworks. Increased flows from the new mains have caused concerns regarding sewer surcharges and potential overflow conditions in two manholes. There was a known requirement to correct this condition in the future, as system expansion occurs; however, it was determined that partial corrective actions needed to be taken at this time in order to prevent potential overflows. An emergency change directive was issued to the contractor to complete this work. Once the directed work is finalized, a change order will be presented to City Council at a future meeting. BIMC 3.72.070 requires City Council to be notified of work change directives issued in excess of the administrative authority of the City Manager as soon as practicable.

8:06 PM

MOTION: *I move that the City Council forward the finalized Eagle Harbor Sewer Beach Mains Project Emergency Work Change Order to a future City Council agenda.*
ROTH/BLOSSOM: *The motion carried 6-0.*

D. SUZUKI COMMUNITY WORKSHOP FOLLOW-UP, AB 14-119 – SUZUKI PROPERTY AD HOC COMMITTEE

8:08 PM

Planning and Community Development Director Cook provided background on the agenda item.

On November 3, 2014, the City hosted a community workshop on the City-owned Suzuki property. The purpose of the workshop was to solicit community input on whether and how the property should be sold, and what use should be made of the property.

Public outreach for the workshop included development of a project webpage; press releases; flyers sent to the surrounding neighborhoods, community organizations and City commissions and committees; announcements sent to listservs; and use of social media.

In addition, the City sent invitations to a broad array of community groups, affordable housing advocates, developers, builders, and architects, seeking proposals that provided conceptual ideas illustrating how the property could be developed. Submitted proposals were intended to provide a starting point for a community discussion among workshop participants. The City received four proposals (ArcStudio, Cutler Anderson, Housing Kitsap, Housing Resources Board), which were posted to the Suzuki project web page, displayed and briefly presented at the workshop.

Sixty people signed in at the workshop, and approximately twenty provided public comment. Participants urged the City Council to use the property for community benefit, but in staff's estimation, there was not a clear consensus as to what this meant. Ideas included turning the property over to the School District, preserving it as open space, or using it for affordable housing. Concerns that were expressed included overdevelopment, traffic impacts and loss of open space/wildlife habitat. Participants also advised the City to be deliberative, and asked that the decision-making timeline be extended.

Public Comment

Leslie Marshall, Commodore Lane, asked Council to consider the DOE's recommendations and guidelines regarding wetlands.

Dave Ullin would like to see the property preserved as is and to be used as an outdoor classroom.

Greg Miller stated any development should follow state guidelines for wetlands with substantial buffers.

Tracy Powell, Commodore Lane would like to see the property remain undeveloped.

Jerri Lane, Victorian Lane, commented that the property could provide a new model neighborhood for affordable housing.

Patti Dusbabek stated the property should remain undeveloped and available to the public.

Don Heppenstal, Madison Ave N, stated that every time the land comes up for discussion, it has been for affordable housing.

Bruce Wieland urged the council to take a bigger view and reminded them about the February 10 ballot measure on the Sakai property.

Jacqueline Young, Blue Heron Ave, commented that the water and trees in the area of both properties is a very good filter bed for water and rain.

John Green was on the Suzuki task force in 2008. He believes the Suzuki property is a gem for affordable housing.

Jonathan Davis wants to look at the urban core as a whole.

Jennifer Pells stated the HRB proposal does not address traffic or congestion in an already crowded area.

Laurel Wilson, Olympus Beach, represents one of the companies that issued a proposal for the development contract.

Jean Capps, North Town Woods, spoke to the issue of traffic in North Town Woods and mentioned that the Sakai property is already zoned R8.

Mike Spence, member of the Bainbridge Island School Board. He stated that the board has been interested in the Suzuki property for quite awhile.

Martin Stever, Commodore West, asked why the rush? Let's sort out how to best use the property and the residents.

Susan Riley, Commodore Lane, is against the increased density and traffic.

Susan Lorenz, Coral Lane, is also concerned about increased traffic.

Kirk Robison, is a park commissioner, stated the park district is always happy to assist the process.

With public comment concluded, Deputy Mayor Townsend asked City Attorney Marshall if the City has an obligation to give a right of first refusal to another municipal jurisdiction; City Attorney Marshall stated she is not aware of any legal duty.

Mayor Blair recommends the subcommittee meet to discuss an approach with more than one idea and whether we need to have someone with expertise explain how other communities have balanced the benefits of housing and open space.

E. BRIEFING ON THE COMPREHENSIVE PLAN/NAVIGATE BAINBRIDGE COMMUNITY VISIONING WORKSHOPS, AB 14-159 – PLANNING 9:22 P.M.

Special Planner Sutton introduced the agenda item to Council by explaining that the City began the substantive work on the 2016 Comprehensive Plan Update process by holding two identical workshops to discuss the *Vision Statement* and *Five Overriding Principles* of the Comprehensive Plan. The workshops were held the evening of November 12 and the morning of November 17, 2014. The purpose of this agenda item is to discuss the outcome of the workshops and next steps in Navigate Bainbridge/Comprehensive Plan Update process.

Lara Hansen, Chief Scientist and Executive Director of EcoAdapt, provided Council with a PowerPoint presentation.

Public Comment

Tracey Powell, Commodore Lane, asked if the list posted in the PowerPoint was a prioritized list.

Rob Evans, Commodore Lane, believes the exercise is a waste of time.

Ron Peltier stated he thought the vision is a water-downed version; there is no narrative.

John Anderson, Irene Place, spoke to a vision that may not reflect what is really going on in Winslow.

Patti Dusbabek, Holly Farm Lane, does not understand why we are going through the exercise. She is concerned that we are spending money doing this. We should not be under the Growth Management Act because the island is a sole-source aquifer.

F. GRANT AWARD FROM THE PUGET SOUND MARINE AND NEARSHORE GRANT PROGRAM FOR CITY'S APPLICATION, "MONITORING ECOLOGICAL FUNCTION WITH REMOTE SENSING AT BAINBRIDGE ISLAND," AB 14-148 – PLANNING 9:56 P.M.

The City's Shoreline Master Plan (SMP) Update took effect on July 30, 2014. One of the Department of Ecology's requirements associated with the revised regulations is that jurisdictions monitor for "no net loss" of shoreline ecological functions. The Council has had a number of discussions over the past several months on how to put together an effective monitoring program, including the possibility of working with the University of Washington to use multi-spectral imagery and LIDAR technology to produce an updated land use/land cover map that would serve as a baseline for an SMP monitoring program. The City's Environmental Technical Advisory Committee gave a presentation on this concept to the Council on September 2, 2014.

On September 2, 2014, the Department of Fish and Wildlife and the Department of Natural Resources issued a request for grant proposals to the Puget Sound Marine and Nearshore Grant Program, "Improving Compliance with Puget Sound Marine Shoreline Regulations."

On September 16, 2014, the City Council authorized staff to apply to the Puget Sound Marine and Nearshore Grant Program. On October 31, in collaboration with the University of Washington, staff submitted a grant application entitled, "Monitoring Ecological Function with Remote Sensing at Bainbridge Island" in the amount of \$132,624.

On December 2, 2014, Patricia Jatczak, Puget Sound Marine & Nearshore Grant Program Manager, notified the City that the grant application had been selected for funding.

Public Comment

John Anderson, you should notify people early on if there would be monitoring via drone.

Charles Schmid, commented he sees change from ten years ago when he is at the planning counter.

Jon Quitslund believes it is too early to say what we cannot do; we should plan for the most effective monitoring we can commit to right now.

10:19 P.M.

MOTION: *I move that the City Council accept the grant award from the Puget Sound Marine and Nearshore Grant Program in support of the City's grant application, "Monitoring Ecological Functions with Remote Sensing at Bainbridge Island, with the clarification that the grantor accept this was something separate from the proposed monitoring program*

BLAIR/BLOSSOM: *The motion carried 6-0.*

G. ORDINANCE NO. 2015-02 (FORMALLY ORDINANCE NOS. 2014-28 AND 2013-13), RELATING TO OFF-LEASH ANIMALS ON PUBLIC PROPERTY, AB 13-092 – EXECUTIVE 10:21 P.M.

City Attorney Marshall addressed Council. Presently, the Bainbridge Island Municipal Park and Recreation District (BIMPRD) prohibits dogs that are off-leash on BIMPRD property except for Strawberry Hill Dog Park. In order to ensure that the City's regulations concerning off-leash animals are consistent with BIMPRD's regulations, a City of Bainbridge Island ad hoc committee was created to draft proposed amendments to the BIMC.

The primary revision is a change in the definition of an animal "at large." The BIMC previously defined "at large" as an animal "off the owner's premises and out of visual contact of the owner unless under physical and/or voice or signal control." The revised definition renders an animal "at large" unless (1) on BIMPRD or Bainbridge Island School District (BISD) property and the animal is under physical restraint by a leash or chain no longer than 6 feet in length, or within the bounds of an established off-leash area; or (2) on private property or property owned by the State of Washington or the city, and the animal is on a leash or within 30 feet of its owner and immediately obedient to its owner's commands. The ad hoc committee revised the BIMC to make it unlawful for an animal to run "at large" as defined above. Finally, BIMC 12.20 Park Regulations were revised to create consistency with the new definition of "at large."

The following issues are presented to assist Council in organizing a discussion and formulating direction to staff, if at all, regarding ways in which to move forward:

- Does the Council wish to allow dogs off-leash on public property?
- Does the Council wish to regulate small animals (chickens, ducks, birds, etc) in the same manner as dogs and cats?
- Does the Council wish to regulate cats on private property?
- If additional enforcement through KHS is necessary, how should the City fund the cost of these additional services?

Public Comment

Kirk Robinson, BIMPRD Commissioner, served on the ad-hoc committee. He stated his surprise at this ordinance coming before Council, as there was an effort to try to modify the existing ordinance. It would be wise to go back and meet with Animal Control and Public Safety.

Eric Stevens, Executive Director of Kitsap Humane Society let Council know that they are always available as a resource.

Laurene Ross, Commodore Lane, is concerned about a lack of social media outreach.

John Anderson commented that he does not like dogs running up the boat ramp.

Mayor Blair stated Council should address the policy questions then draft an ordinance.

H. OBTAIN COUNCIL APPROPRIATION FOR PAYMENT OF PAULSON SETTLEMENT, AB 15-004 – EXECUTIVE 10:53 P.M.

This agenda item is a discussion item regarding staff's recommendation concerning payment of the settlement.

I. KITSAP COUNTY TRAFFIC SAFETY TASK FORCE MEMORANDUM OF UNDERSTANDING, AMENDMENT # 1, AB 14-171 – EXECUTIVE 10:59 P.M.

On October 28, 2014 the City Council approved a memorandum of understanding between the WTSC and the City of Bainbridge Island to enable the BIPD's ongoing participation in the Kitsap County Traffic Safety Task Force (KCTSTF), which coordinates the combined efforts of law enforcement agencies in Kitsap County to conduct multi-jurisdictional high visibility enforcement (HVE) traffic safety emphasis patrols in support of Target Zero priorities.

However, in the law enforcement Memorandum of Understanding (MOU) template for Federal Fiscal Year (FFY) 2015, required *federal language was inadvertently omitted*. Regretfully, all or part of this language was omitted from most WTSC contracts this year. The omission is information for Buy America Act, Debarment and Suspension, Federal Lobbying, Nondiscrimination, Political Activity (Hatch Act), and State Lobbying. MAP-21 specifies that several federal provisions must apply to all grant recipients as well as States. WTSC applies these provisions by including the exact language from the MAP-21 Interim Final Rule in our contracts. In an effort to rectify this problem, Council is asked to follow the same steps for the initial MOU process to make sure every MOU is corrected by mid-January.

11:01 P.M.

MOTION: I move to approve the first amendment to the memorandum of understanding between the Washington Traffic Safety Commission and the City of Bainbridge Island for emphasis patrols.

BLAIR/BONKWSKI: The motion carried 6-0.

6. COUNCIL DISCUSSION

A. ACCESSORY DWELLING UNITS, AB 15-001 – CITY COUNCIL

This item postponed to the January 13 Business Meeting.

B. HARBOR COMMISSION APPOINTMENT, AB 15-002 – MAYOR BLAIR 11:01 P.M.

Mayor Blair is recommending the appointment of Fred Grimm to Position 4 commencing July 1, 2015 for a three-year term ending June 30, 2018.

11:02 P.M.

MOTION: I move that the City Council confirm the appointment of Fred Grimm to Position 4 commencing July 1, 2015 for a three-year term ending June 30, 2018.

BLAIR/BONKOWSKI: The motion carried 6-0.

C. MARTIN LUTHER KING PROCLAMATION – MAYOR BLAIR 11:03 P.M.

11:04 P.M.

MOTION: I move the Council authorize the Mayor to sign the proclamation.

TOLLEFSON/BONKOWSKI: The motion carried 6-0.

D. APPOINTMENT OF NEW COUNCILMEMBER – CITY COUNCIL 11:05 P.M.

Upon recommendation from Mayor Blair, Council will interview all six candidates for the vacant seat at a special City Council meeting on January 15.

7. COMMITTEE REPORTS 11:08 P.M.

Mayor Blair will submit her reports in writing but did ask for the Council's affirmation that Councilmember Tollefson represent the City on the Growth Management Policy Board. Council affirmed.

8. REVIEW UPCOMING COUNCIL MEETING AGENDAS 11:10 P.M.

January 13 Business Meeting

Executive Session Potential Litigation
Waterfront Park/City Dock Funding Options (Discussion)
Performance Evaluation of City Manager Schulze
Ordinance No. 2015-03 (Formally 2014-38) Land Clearing
Resolution No. 2015-01 Amending Fee Schedule, Land Clearing (Approve)
Citizen Advisory Group Appointments (Approve) - Tentative
Police Vehicle Procurement (Approve)
Wardwell Road Drainage Improvements PSA Amendment #2 (Approve)
Yeomalt Area Drainage Improvements PSA Amendment #1 (Approve)

January 22 Study Session

ADU Discussion
Public Safety Facility Site Options (Discussion)
Community Services Funding Framework (Discussion)
Waterfront Park RFQ Award (Information)
Performance Management Software (Presentation)
Utility Advisory Committee Recommendation Regarding City Utility Tax (Discussion)
Proposed Revisions to Comprehensive Plan Vision Statement
Briefing on Draft Kitsap County Buildable Lands Report (Information)
Oath of Office
Ordinance No. 2015-01, Public Disturbance Noises

9. FOR THE GOOD OF THE ORDER 11:17 P.M.

Councilmember Tollefson stated he will tentatively withdraw his position on the Non-Motorized Committee due to a conflict but he may be assigned to another committee, perhaps the Utility Advisory Committee.

10. ADJOURNMENT 11:18 P.M.

Deputy Mayor Townsend called the meeting adjourned at 11:18 p.m.

Anne S. Blair, Mayor

Kelly Jahraus, Records Management Coordinator

ITEMS DISCUSSED

1. EXECUTIVE SESSION: CURRENT AND POTENTIAL LITIGATION (RCW 42.30.110(1)(i)), REVIEW QUALIFICATIONS OF AN APPLICANT FOR CITY EMPLOYMENT (RCW 42.30.110(1)(g))
2. CALL TO ORDER/ROLL CALL/ PLEDGE OF ALLEGIANCE
3. ACCEPTANCE OR MODIFICATION OF AGENDA/CONFLICT OF INTEREST DISCLOSURE
4. PUBLIC COMMENT
5. CITY MANAGER'S REPORT
6. UNFINISHED BUSINESS
 - A. 2014 CITY MANAGER PERFORMANCE EVALUATION, AB 15-004 – COUNCIL
 - B. ORDINANCE NO. 2015-03 (FORMALLY ORDINANCE NO. 2014-38), MODIFYING BAINBRIDGE ISLAND MUNICIPAL CODE CHAPTER 15.18, LAND CLEARING, AB 14-143 – PLANNING
 - C. ACCESSORY DWELLING UNITS – COUNCIL
 - D. CITY COUNCIL VACANCY APPOINTMENT PROCESS – COUNCIL
 - E. RESCIND JANUARY 6, 2015 MOTION REGARDING WATERFRONT PARK – COUNCIL [ADDED]
7. CONSENT AGENDA
 - A. ACCOUNTS PAYABLE VOUCHERS AND PAYROLL APPROVAL
 - B. SPECIAL/REGULAR STUDY SESSION MINUTES, DECEMBER 2, 2014
 - C. SPECIAL/REGULAR BUSINESS MEETING MINUTES, DECEMBER 9, 2014
 - D. YEOMALT AREA DRAINAGE IMPROVEMENT PROFESSIONAL SERVICES AGREEMENT AMENDMENT #1, AB 13-169 – PUBLIC WORKS
 - E. WARDWELL ROAD DRAINAGE IMPROVEMENT PROFESSIONAL SERVICES AGREEMENT AMENDMENT #2, AB 13-168 – PUBLIC WORKS
 - F. POLICE VEHICLE PROCUREMENT, AB 15-005 – PUBLIC WORKS
8. COMMITTEE REPORTS
9. REVIEW UPCOMING COUNCIL MEETING AGENDAS
10. FOR THE GOOD OF THE ORDER
11. ADJOURNMENT

1. EXECUTIVE SESSION: CURRENT AND POTENTIAL LITIGATION (RCW 42.30.110(1)(i)) 5:59 PM

At 5:59 PM, Mayor Blair recessed the January 13, 2015 meeting to an executive session with Councilmembers Blossom, Bonkowski, Roth, Tollefson, Townsend, and legal counsel to discuss current and potential litigation as well as to review qualifications of an applicant for City employment. The recording system was turned off and the door to Council Chambers was posted. No action was taken.

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

Mayor Blair called the meeting to order at 6:59 PM with aforementioned Councilmembers present. No action was taken during executive session. City Clerk Lassoff monitored the recording of the meeting and prepared the minutes.

3. ACCEPTANCE OR MODIFICATION OF AGENDA/CONFLICT OF INTEREST DISCLOSURE 7:00 PM

Councilmember Tollefson added Item 6E regarding rescinding a motion adopted on January 6, 2015 regarding Waterfront Park. He also requested Consent Agenda Item 7C, December 9, 2014 meeting minutes, be removed to correct a typo.

MOTION: *The agenda was amended as discussed.*

ROTH/BONKOWSKI– *Motion carried 6-0.*

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

4. PUBLIC COMMENT 7:02 PM

Bruce Weiland commented on the upcoming ballot for a park located at the current Suzuki property.

Alan Kasper, President Bainbridge Island Sportsman's Club, spoke on behalf of his friend and former Councilmember Ward.

Sharon Gilpin, Parkview Drive, thanked former Councilmember Ward for his service.

Gloria Sayler, Agate Pass Road NE, commented on the Council's vote last week's to prioritize the City Dock and was relieved to hear that they are going to reconsider the vote tonight. She also mentioned how much she missed former Civil Service Commissioner Dunn who recently passed away.

Debbi Lester, 266 Erickson Avenue NE, read letters regarding former Councilmember Ward from ETAC Chair Sale and Neil Johanssen.

Tami Meander, 7151 Blue Sky Lane, thanked former Councilmember Ward for his work on the City Council.

Jerry Elfendahl, 7823 Westerly Lane, echoed comments regarding former Councilmember Ward and shared information on the upcoming Martin Luther King Jr. holiday. A number of citizens read from a prepared testimonial regarding the Selma riots.

Kim Hendrickson, Islanders for Collaborative Policing, offered brief comments regarding former Councilmember Ward's service.

5. CITY MANAGER'S REPORT 7:37 PM

City Manager Schulze provided information from his weekly report.

6. UNFINISHED BUSINESS

A. 2014 CITY MANAGER PERFORMANCE EVALUATION, AB 15-004 – COUNCIL 7:41 PM

Mayor Blair introduced the item. City Manager Schulze thanked the City Council for a thorough process and looked forward to working with them again in 2015.

MOTION: *I move the City Council accept the 2014 City Manager's Performance Review.*
BONKOWSKI/BLOSSOM– Motion carried 6-0.

B. ORDINANCE NO. 2015-03 (FORMALLY ORDINANCE NO. 2014-38), MODIFYING BAINBRIDGE ISLAND MUNICIPAL CODE CHAPTER 15.18, LAND CLEARING, AB 14-143 – PLANNING 7:45 PM

Special Project Planner Sutton introduced the ordinance. She explained the only change was establishing an "after-the-fact clearing permit" fee for unauthorized clearing and linking fines to a newly established tree fund.

MOTION: *I move that the City Council forward Ordinance No. 2015-03 to the January 27, 2015 Business Meeting.*
TOWNSEND/BLOSSOM – Motion carried 6-0.

C. ACCESSORY DWELLING UNITS – COUNCIL 7:50 PM

Planning Director Cook explained an accessory dwelling unit (ADU) is a small, self-contained residential unit located on the same lot as an existing single-family home which has all the basic facilities needed for day-to-day living independent of the main home, such as a kitchen, sleeping area, and a bathroom. They also can provide the opportunity for relatively independent living for the elderly or disabled with support from neighboring family. The City's ADU regulations are contained in BIMC 18.09.030.I.5 (permitted accessory use in all residential zones, except that they are a conditional use on the shoreline, may be contained within, or detached from, the single-family home, are limited to 800 square feet, must share a single driveway with the primary residential unit and all other zoning regulations must be met—setbacks, lot coverage, parking and Health District regulations). She noted that a search of the City's permit database indicates that approximately 200 ADUs have been permitted since 1992 (this does not include ADU's that may have been permitted under Kitsap County and grandfathered in, or units that were built without permits).

Councilmember Tollefson understood one of the reasons this topic came forward was that the existence of ADU's has some impact in the consideration of affordable housing and a question of whether or not we could automatically increase the stock of affordable housing to some degree simply by looking at the size limitation and other restrictions that may not be necessary.

Jeb Thornburg, 172 Grow Avenue, advocated increasing the ADU threshold from 800 to 900 square feet.

Councilmember Bonkowski said part of the other issue is some municipalities are allowing tiny homes to be built on properties as an ADU and it's almost by definition a different construction technique. He wondered if that was something that could be incorporated into our ADU ordinance. Planning Director Cook indicated staff could look at that as part of the process.

Councilmember Blossom asked if there was a requirement that the landowner be the one living in the primary residence to which Planning Director Cook indicated no.

Councilmember Tollefson asked what the rationale was behind picking 800, 900 or 1,000 square feet. Planning Director Cook did not believe there was necessarily any rationale but the number that seems to be most common is 900 square feet because you don't want something so big that it's going to become a second primary residence. She suggested exploring Poulsbo's concept where they have an 800 square foot limitation unless the ADU is completely located on the ground floor or basement and then it could be bigger as long as it's no larger than the primary residence.

Councilmember Tollefson was personally in favor of asking the planning department to move ahead with updating the ADU ordinance and forwarding it to the Planning Commission.

Mayor Blair was also supportive of the idea of increasing the floor ratio and relating it to the size of the primary dwelling if the ADU is located in the basement. She wondered why Poulsbo limited the location of the ADU to the ground floor or basement.

Councilmember Bonkowski would like the Council to consider having staff look at tiny house regulations.

Mr. Thornburg noted Poulsbo and Bremerton's ADU regulations have some inherent problems regarding setting a threshold and that when you have too many prescriptive components, you may be inviting someone to find ways to circumvent the regulations.

Planning Director Cook will work on scheduling the topic on a future Planning Commission agenda.

D. CITY COUNCIL VACANCY APPOINTMENT PROCESS – COUNCIL 8:07 PM

Council addressed Mr. Millerd's request to participate in the interview process via Skype or conference call.

8:11 PM **MOTION:** *I would move that we use reasonable efforts to allow applicants to participate in the interview process through remotely in a way that as closely approximates physical presence as practical.*

TOWNSEND/BONKOWSKI – Motion carried 6-0.

Mayor Blair described the process as outlined in her handout. Mr. Millerd addressed the Council regarding his request to interview without being physically present. Following a brief discussion, Mr. Millerd will let City Manager Schulze know whether he is able to participate remotely throughout the entire interview. Mayor Blair continued to describe the process as outlined.

E. WATERFRONT PARK ITEM [ADDED] 8:51 PM

MOTION: *I move to rescind the action the Council took with regard to the Waterfront Park at the last study session and just note that the agenda bill for that item did not indicate that we were going to take a vote and frankly I think we lost our way a little bit. If the required number of Council agree, I hope that we can reframe the issue and get it on the agenda for the next meeting.*
TOLLEFSON/

Mayor Blair asked whether the motion to rescind would include a discussion followed by an action. Councilmember Tollefson replied the motion is to rescind and once it is rescinded then we will make another motion.

Councilmember Roth seconded the motion.

Councilmember Tollefson recalled that during last year's discussion of the capital improvement program, Council was mildly hopeful that there would be some grant money. Council also wanted to get something done in 2015 and, specifically, they wanted to get the park project underway. He understood that funding for the dock was going to have to be dealt with depending on how the grant money turned out. He hoped that if the motion were rescinded, Council would rekindle their commitment to getting both projects planned and permitted this year, commit funds for construction of the park and work on alternatives for funding the dock in one of the two following years.

Councilmember Bonkowski explained he would not support the motion because it is saying that we were going in the wrong direction.

Councilmember Blossom said it has always been her understanding that had the grant had not come through Council would have revisited it and the dock, in her mind, was always the priority project – not because the park is not important but because it would be very difficult to phase the dock construction.

Councilmember Roth explained the reason he did not support last week's motion was that it was not clear about anything other than suggesting that one of these projects may not be done. Deputy Mayor Townsend supported the motion to rescind, as did Mayor Blair.

The motion to rescind carried 4-2 with Councilmembers Blossom and Bonkowski voting against.

7. **CONSENT AGENDA 9:05 PM**

A. ACCOUNTS PAYABLE VOUCHERS AND PAYROLL APPROVAL

December 23, 2014: Accounts Payable Void Check Numbers 337286 and 337362, Manual Check Numbers 337366-337374 and Regular Run Check Numbers 337375-337509 for a total of \$1,039,096.75. Retainage Release Check Number 128 for a total of \$1,417.02. Travel Advance Check Number 65 for a total of \$200.00. Payroll Miscellaneous Check Number 106915, Payroll Direct Deposit Check Numbers 031926-032035, Regular Check Numbers 106916-106919, Vendor Check Numbers 106920-106931 and an Federal Tax Electronic Transfer for a total of \$430,905.97.

January 13, 2015: Accounts Payable ACH Check Numbers 167 and 169, EFT Check Number 168, Void Manual Check Number 337109, Manual Check Numbers 337510-337518, 2014 Regular Check Run Check Numbers 337519-337602 and 2015 Regular Check Run Check Numbers 337603-337616 for a total of \$630,214.80. Payroll Direct Deposit Check Numbers 032036-032143, Regular Check Run Numbers 106932-106936, Vendor Check Numbers 106937-106949 and Federal Tax Electronic Transfer for a total of \$566,519.49.

B. SPECIAL/REGULAR STUDY SESSION MINUTES, DECEMBER 2, 2014

C. SPECIAL/REGULAR BUSINESS MEETING MINUTES, DECEMBER 9, 2014

D. YEOMALT AREA DRAINAGE IMPROVEMENT PROFESSIONAL SERVICES AGREEMENT AMENDMENT #1, AB 13-169 – PUBLIC WORKS

The Yeomalt Area Drainage Improvements project includes stormwater water quality and conveyance, improvements, as well as some roadway improvements, at the following locations: 1) East-west leg of Yeomalt Point Drive, 2) Dingley Road from Fairview Avenue to Madrona Drive, 3) Madrona Drive from Yeomalt Point Drive to Dingley Road NE, and 4) 550 feet of Madrona Drive, south of Dingley Road NE. City Council initially approved the original design agreement with Browne Wheeler Engineers, Inc. at their December 11, 2013 City Council meeting in an amount not to exceed \$60,000.00. Amendment No. 1 to the professional service agreement changes the termination date from December 31, 2014 to June 30, 2015.

E. WARDWELL ROAD DRAINAGE IMPROVEMENT PROFESSIONAL SERVICES AGREEMENT AMENDMENT #2, AB 13-168 – PUBLIC WORKS

The Wardwell drainage design project consists of water quality improvements and conveyance improvements that will improve the discharge into Woodward Creek. Improvements will be accomplished by a series of sediment removal systems, bio-retention systems, bio-filtration swales, piping, roadway improvements and a new cross culvert beneath Wardwell Drive. City Council initially approved the original design agreement with MAP Limited at their December 11, 2013 meeting in an amount not to exceed \$74,000. City Council also approved Amendment No. 1 at their October 7, 2014 meeting in the amount of \$6,860 which included design revisions required by the Washington State Department of Ecology. Amendment No. 2 changes the termination date from December 31, 2014 to June 30, 2015.

F. POLICE VEHICLE PROCUREMENT, AB 15-005 – PUBLIC WORKS

The 2015 capital equipment budget is \$152,000. City staff worked with the Washington State Department of Enterprise Services under contract number 03713 for the purchase of three Ford Interceptor Utility/SUV vehicles for \$109,504.30. City staff will use the remaining budget authority to upfit (radio, mobile computer terminal, light bar, radar, etc) vehicles to patrol ready.

Item 7C, Special/Regular Business Meeting Minutes, December 9, 2014 was pulled and amended as follows: change title to read “potential amendment to the aquaculture regulations” rather than agriculture regulations, correct the spelling of aquaculture in line two and replace the word agriculture with aquaculture in the discussion of the motion.

MOTION: Approve the December 9, 2014 minutes as corrected.

TOLLEFSON/ROTH – Motion carried 6-0.

MOTION: I move that we approve consent agenda items A through F, except for item C.

TOLLEFSON/BONKOWSKI – Motion carried 6-0.

8. COMMITTEE REPORTS 9:07 PM

Councilmember Tollefson distributed his minutes from last night's Utility Advisory Committee. He asked that Council read them and let him know by the next meeting whether they disagree with the direction he's taking with the committee.

Mayor Blair reported on a brief survey developed by the Kitsap Regional Coordinating Council on twelve possible transportation reforms that would be going the legislative group. She proposed creating a subcommittee consisting Councilmembers Bonkowski, Roth and herself to meet and go over the information.

Councilmember Roth reported on the Non-Motorized Transportation Advisory Committee meeting last Wednesday. He indicated Alyse Nelson was elected as chair and Lief Horwitz will continue as vice chair for 2015.

9. REVIEW UPCOMING COUNCIL MEETING AGENDAS 9:12 PM

City Manager Schulze reviewed the January 20 study session agenda. Council and staff discussed how best to proceed with the upcoming January 22 Council Advance agenda. A one-hour discussion of Waterfront Park and the City Dock project timing and funding was added to the January 20 agenda under Council Discussion (Item 8A).

10. FOR THE GOOD OF THE ORDER 9:22 PM

Councilmember Tollefson commented on concerns raised by a constituent regarding a prospective School Resource Officer and that he will meeting with them along with Councilmember Roth sometime early in February. Deputy Mayor Townsend indicated he would also like to participate in that discussion.

Mayor Blair announced someone in the community has been working with staff member Melva Hill to put together a field trip to walk around downtown Winslow to look and learn more about the storm water facility on Monday, January 26 at 11 AM. Both Mayor Blair and Councilmember Roth indicated they would attend.

11. ADJOURNMENT 9:25 PM

The January 13, 2015 business meeting adjourned at 9:25 PM.

Anne S. Blair, Mayor

Rosalind D. Lassoff, City Clerk

ITEMS DISCUSSED

1. CALL TO ORDER / ROLL CALL
2. COUNCIL CANDIDATE INTERVIEW: MONICA AUFRECHT, JOHN GREEN, JOE LEVAN, GREG MILLERD, GARY PETTERSEN, AND MICHAEL SCOTT
3. EXECUTIVE SESSION: REVIEW QUALIFICATIONS FOR AN APPLICANT FOR CITY EMPLOYMENT (RCW 42.30.110(1)(g))
4. COUNCIL APPOINTMENT
5. ADJOURNMENT

1. CALL TO ORDER / ROLL CALL 6:00 P.M.

Mayor Blair called the meeting to order at 6:00 p.m. with Councilmembers Townsend, Bonkowski, Blossom, Tollefson and Roth present.

Mayor Blair established the full quorum of Councilmembers present and introduced City Attorney Marshall as parliamentarian for the proceedings.

An explanation of the question and answer portion of the meeting was explained for the candidates and the audience.

Records Management Coordinator Jahraus monitored the recording of the meeting and prepared the minutes.

2. COUNCIL CANDIDATE INTERVIEW 6:07 P.M.

Each candidate was given seven minutes to state their qualifications and background. The candidates drew a number to determine the order in which they would address Council and the audience.

1. Mr. Michael Scott
2. Mr. Gary Petterson
3. Mr. Joe Levan
4. Ms Monica Aufrecht
5. Mr. John Green

Each candidate answered, according to a number draw, two questions. 6:39 P.M.

Question 1: Are there any regional issues or forums in which you have a particular interest or expertise? (e.g. transportation, water supply, human services, water quality, fiscal management, solid waste, etc.) Please expand your answer to describe that interest.

1. Mr. Gary Petterson
2. Mr. John Green
3. Mr. Michael Scott
4. Mr. Joe Levan
5. Ms Monica Aufrecht

Following a second draw for order, Mayor Blair asked the second question. 6:49 P.M.

Question 2: Do you want to serve on the City Council because of a particular local interest on which you want to work or are your interests more broadly distributed? Please explain your answer.

1. Ms Monica Aufrecht
2. Mr. John Green
3. Mr. Joe Levan
4. Mr. Michael Scott
5. Mr. Gary Petterson

Current Councilmembers were afforded the opportunity to ask follow-up questions.

**3. EXECUTIVE SESSION: REVIEW QUALIFICATIONS FOR AN APPLICANT FOR CITY EMPLOYMENT
(RCW 42.30.110(1)(g)) 7:10 P.M.**

Mayor Blair called the Executive Session to order at 7:10 p.m. Council and City Attorney Marshall adjourned to the Planning Conference Room. No action taken.

4. COUNCIL APPOINTMENT 7:44 P.M.

MOTION: *I nominate Monica Aufrecht to Position 4.*
BONKOWSKI/TOLLEFSON: 1-5 (Bonkowski)

MOTION: *I nominate Michael Scott to Position 4.*
TOWNSEND/BLOSSOM: *The motion carried 6-0.*

MOTION: *I nominate Joe Levan to Position 4.*
TOLLEFSON/TOWNSEND: 1-5 (Tollefson)

Mayor Blair closed the floor to nominations. The motion to appoint Michael Scott to Position 4 carried 6-0.

5. ADJOURNMENT 8:00 P.M.

Mayor Blair adjourned the meeting at 8:00 p.m.

Anne S. Blair, Mayor

Kelly Jahraus, Records Management Coordinator

ITEMS DISCUSSED

1. EXECUTIVE SESSION: PROPERTY ACQUISITION (RCW 42.30.110(1)(B))
2. CALL TO ORDER / ROLL CALL
3. ACCEPTANCE OR MODIFICATION OF AGENDA / CONFLICT OF INTEREST DISCLOSURE
4. OATH OF OFFICE
5. CITY MANAGER'S REPORT
6. NEW BUSINESS
 - A. ORDINANCE NO. 2015-06, ADOPTING A SIX-MONTH MORATORIUM ON NEW COMMERCIAL AQUACULTURE ACTIVITIES, AB 15-015 – EXECUTIVE
7. PRESENTATION
 - A. PERFORMANCE MEASUREMENT SOFTWARE, AB 15-008 – EXECUTIVE
8. UNFINISHED BUSINESS
 - A. WATERFRONT PARK/CITY DOCK PROJECT TIMING AND FUNDING, AB 13-025 – PUBLIC WORKS
9. STAFF INTENSIVE
 - A. PUBLIC SAFETY FACILITY SITE OPTIONS, AB 14-008 – EXECUTIVE
 - B. BRIEFING ON DRAFT KITSAP COUNTY BUILDABLE LANDS REPORT, AB 15-010 – PLANNING
 - C. ESTABLISH A TREE FUND, AB 15-011– PLANNING
 - D. RESOLUTION NO. 2015-01, AMENDING THE CITY'S FEE SCHEDULE TO ADD A NEW "AFTER-THE-FACT CLEARING PERMIT" FEE, AB 15-011 – PLANNING
 - E. ORDINANCE NO. 2015-01, RELATING TO PUBLIC DISTURBANCE NOISES, AMENDING BIMC SECTION 9.70.060 TO EXEMPT STREET SWEEPING AND PAVEMENT MARKING, AB 15-009 – PUBLIC WORKS
10. COUNCIL DISCUSSION
 - A. UTILITY ADVISORY COMMITTEE RECOMMENDATION REGARDING CITY UTILITY TAX AND FIRE HYDRANT FEES, AB 15-012 – COUNCIL LIAISON TOLLEFSON
 - B. DESIGN REVIEW BOARD APPOINTMENT, AB 15-013 – MAYOR BLAIR
 - C. PLANNING COMMISSION APPOINTMENT, AB 15-014 – MAYOR BLAIR
11. COMMITTEE REPORTS
12. REVIEW UPCOMING COUNCIL MEETING AGENDAS
13. FOR THE GOOD OF THE ORDER
14. ADJOURNMENT

1. EXECUTIVE SESSION: PROPERTY ACQUISITION (RCW 42.30.110(1)(B)) 6:00 P.M.

Deputy Mayor Townsend called an executive session to order at 6:00 p.m. with Councilmembers Blair, Blossom, Bonkowski, Roth and Tollefson and City Attorney Marshall to discuss Property Acquisition (RCW 42.30.110(1)(B)) in the Planning Conference Room. The recording system was turned off and a notice was posted on the door to the Council Chamber. The executive session adjourned at 6:42 p.m. No action was taken.

2. CALL TO ORDER / ROLL CALL

Deputy Mayor Townsend called the meeting to order at 7:00 p.m. with Councilmembers Blair, Blossom, Bonkowski, Roth, Scott and Tollefson present. Records Management Coordinator Jahraus monitored the recording of the meeting and prepared the minutes.

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

Mayor Blair requested an addition of Ordinance No. 2015-06, Adopting a Six-Month Moratorium on New Commercial Aquaculture Activities to the agenda as New Business (6 A).

7:01 P.M.

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

BLAIR/TOLLEFSON: *The motion carried 7-0.*

4. OATH OF OFFICE 7:02 P.M.

Judge McCulloch issued the Oath of Office to Councilmember Scott.

5. CITY MANAGER'S REPORT 7:03 P.M.

City Manager Schulze reported on information on the Comprehensive Plan Update and Visioning Sessions; a welcome to Councilmember Scott and Continued Discussion of the Waterfront Park - City Dock Project. City Manager Schulze also mentioned the closure of the Agate Pass Bridge in February for three weeks due to maintenance.

Blue Moon & Roost Land Companies, LLC are proposing to develop 4.87 acres with a mixture of single-family homes, townhomes, mixed-use buildings (potentially containing a restaurant), two inns, and an associated park and market gathering space.

The site plan and design review permit for Way Kool (a marihuana production and processing) business on Day Road has been approved.

6. NEW BUSINESS 7:11 P.M.

A. ORDINANCE NO. 2015-06, ADOPTING A SIX-MONTH MORATORIUM ON NEW COMMERCIAL AQUACULTURE ACTIVITIES, AB 15-015 – EXECUTIVE

City Attorney Marshall addressed Council. The City of Bainbridge Island's Shoreline Master Program Update ("SMP") contains aquaculture regulations that have been challenged by the Bainbridge Alliance and Pacific Coast Shellfish Growers Association ("PCSGA"). The Alliance and PCSGA filed Petitions with the Central Puget Sound Growth Management Hearings Board that has jurisdiction over the appeals. Both the Alliance and PCSGA assert that the City's SMP is inconsistent with the Shoreline Management Act ("SMA"). The Alliance's position is that the commercial aquaculture regulations are inconsistent with the City's desire, as expressed in its June 7, 2013 draft of the SMP, to strictly regulate commercial aquaculture, and the PCSGA's position is that commercial aquaculture regulations are a preferred use and should not be further restricted. On January 9, 2015, the City, DOE, and the Alliance joined in a motion before the Board to extend the hearing date on the merits to allow time for the parties to agree to – and propose to the Council for adoption – a limited amendment. PCSGA did not agree to the motion to extend the hearing schedule.

The moratorium ordinance for your consideration applies only to new – not existing – commercial aquaculture activities and only to those aquaculture activities requiring a SSDP or CUP. The moratorium is effective for six months, and the City is required by law to hold a public hearing within 60 days of adoption. The moratorium is an emergency ordinance pursuant to RCW 35A.13.190 and therefore requires approval of a majority plus one (5) council members in order to take effect immediately.

7:14 P.M.

MOTION: *I move the City Council approve Ordinance No. 2015-06, Adopting a Six-Month Moratorium on New Commercial Aquaculture Activities effective immediately.*

TOLLEFSON/BONKOWSKI: *The motion carried 7-0.*

7. PRESENTATION

A. PERFORMANCE MEASUREMENT SOFTWARE, AB 15-008 – EXECUTIVE 7:15 P.M.

Deputy City Manager Morgan Smith provided an overview of the City's new work on performance measurement. Initial key performance measures were identified in fall, 2014 for all departments and were included in the preliminary budget presented to the City Council in late September. These metrics were recently updated to reflect year-end information, and will be presented in the City's final adopted budget materials.

Looking ahead, the City plans to expand its performance measurement efforts to improve organizational decision-making and provide enhanced information on City service delivery. To assist in those efforts, the City has purchased an ICMA/SAS software tool – "Insights" – for internal data management. This presentation will review the performance management efforts that are planned for 2015, and the functionality and benefits of the Insights software.

Going forward, the City's performance measurement will be integrated with other, related initiatives to inform short- and long-term planning. Performance measurement will work alongside Priority-Based Budgeting, the National Citizens Survey, and OpenGov/transparency initiatives.

8. UNFINISHED BUSINESS

A. WATERFRONT PARK/CITY DOCK PROJECT TIMING AND FUNDING, AB 13-025 – PUBLIC WORKS 7:35 P.M.

City Council to discuss Waterfront Park Phase 1 Improvements/City Dock Replacement Alternatives including: 30% design development, grant status, current project schedules, and funding alternatives.

The City conducted an extensive public outreach program in 2014 that resulted in the completion of 30% design efforts on both the Waterfront Park Phase I Improvements and City Dock Replacement projects. These efforts were used as a basis for the application for RCO grant funding during the 2014 grant cycle.

Both projects have been programmed in the 2015-2020 CIP, and the results of grant application scoring are known. City Council discussed alternatives for proceeding forward with these projects.

Public Comment

Jeff Kanter, Bill Point, in favor of the dock replacement.

David McCaughey, Summerfield Lane, in favor of the dock replacement.

Erin Leader, Ward Avenue, in favor of the dock replacement.

Bob Wise, Rockaway Beach Road, in favor of both projects going forward as one project.

Peter Brachvogel, Parfitt Ave, commented that boaters spend money; is in favor of the dock replacement.

Kathleen Cronin, Grow Community, would like the project to address sight lines of the water from Winslow Way.

Dave Henry used the overhead to illustrate plans for the Waterfront Park he worked on 1999.

_____, in favor of the dock replacement.

John Brownlow, Eakin Drive, in favor the dock replacement; both projects could be completed if the scope is minimized.

Dave Kircher, Nisqually Lane NE, in favor of the dock replacement.

Jonathan Davis supports both the park and dock replacement as a whole.

Elise Wright, Bill Point View, would like to see both the dock and park move forward as one project.

Olaf Riberio, Manitou Beach Drive, inquired about tree removal in the park plan.

Robert Hershberg, Eagle Harbor Drive, suggested a moratorium on consulting fees.

Mark Leese, Stetson Place, in favor of the dock replacement and is concerned about access.

Rich Siebert, Open Water Marina, in favor of the dock replacement.

After public comment, a lengthy discussion was held; Public Works Director Loveless answered questions posed by Council. City Manager Schulze recommended that Council continue following the course of both elements of this project. This subject will be discussed again, at length, at the advance meeting the week of January 26.

9. STAFF INTENSIVE

A. PUBLIC SAFETY FACILITY SITE OPTIONS, AB 14-008 – EXECUTIVE 8:58 P.M.

At the City Council meeting on November 19, 2014 the Council discussed options to site a new Public Safety Facility. At the conclusion of that discussion, the Council determined to resume consideration of potential sites in January.

Several sites have been discussed as potential locations for a new Public Safety facility:

- The City-owned gravel lot southeast of City Hall. Subsequent discussions with Winslow-area merchants and other downtown stakeholders have raised significant concerns about the viability of this option. In addition, the proposed traffic connection to Erickson Ave. is likely to be problematic.
- N. Madison Ave. property immediately north and adjacent to City Hall. This site remains under consideration.
- “Visconsi” property on High School Road. The property owners have provided two options related to this site.
- “Coults” property on New Brooklyn Road. This 1.89-acre parcel is adjacent to the BIFD Station #21, and is appraised for \$232,000. An adjacent 2.1 acre parcel recently sold for \$2.1 million (Nov. 2013).
- The City continues to seek other viable sites, and options that have yet-to-be-determined may still emerge.

After further discussion, Council directed City Manager Schulze to remove both the gravel lot and the Visconsi property off the table as possible locations for the Public Safety Facility.

B. BRIEFING ON DRAFT KITSAP COUNTY BUILDABLE LANDS REPORT, AB 15-010 – PLANNING

9:20 P.M.

Special Planner Sutton announced that a draft report is available online; public comment period ends of January 31 and can be submitted via the County’s website.

C. ESTABLISH A TREE FUND, AB 15-011– PLANNING 9:26 P.M.

Special Planner Sutton introduced the agenda item. Through the discussion of existing tree and landscaping regulations, the Tree Ordinance Ad Hoc Committee and City Council have broadly discussed the concept of creating a new *City Tree Fund* where fines collected by the City's Code Enforcement officer for tree related offenses could be directed. Before the ordinance to create the fund can be created, staff will work with the ad hoc committee to discuss administrative and policy aspects of the proposed new fund.

The Tree Ordinance Ad Hoc Committee will discuss the Tree Fund at the meeting scheduled for the morning of Tuesday, January 20. After that meeting, staff will develop an ordinance and bring it for first reading to Council.

9:37 P.M.

MOTION: *I move to direct Staff to develop an ordinance establishing a Tree Fund, and schedule First Reading for such ordinance for February 10, 2015.*
TOLLEFSON/BONKOWSKI: *The motion carried 7-0.*

D. RESOLUTION NO. 2015-01, AMENDING THE CITY'S FEE SCHEDULE TO ADD A NEW "AFTER-THE-FACT CLEARING PERMIT" FEE, AB 15-011 – PLANNING 9:35 P.M.

BIMC 15.18, *Land Clearing* regulates small-scale clearing in the City, and is just one of several chapters with tree regulations in the BIMC. Ordinance No. 2015-03, slated to be approved by the City Council on February 10, 2015 makes several changes to the land clearing regulations. One of those changes is the creation of an "After-the-fact Clearing Permit," which will have a fee. The existing Clearing Permit does not have any fee. The fee for the "After-the-fact" permit is intended to discourage people from undertaking clearing work without a permit, while recouping City review and processing costs. Resolution No. 2015-01 amends the City's Fee Schedule to add an "After the Fact Clearing Permit" fee of \$500.00.

Deputy Mayor Townsend sought advice from City Attorney Marshall regarding an escalation cause for repeat offenders; City Attorney Marshall stated that it could be added as an amendment.

Public Comment

Charles Schmid would like to see stiffer fees for repeat offenders.

9:51 P.M.

MOTION: *I move City Council forward Resolution No. 2015-01 to the February 10, 2015 consent agenda.*
BLAIR/ROTH: *The motion carried 7-0.*

E. ORDINANCE NO. 2015-01, RELATING TO PUBLIC DISTURBANCE NOISES, AMENDING BIMC SECTION 9.70.060 TO EXEMPT STREET SWEEPING AND PAVEMENT MARKING, AB 15-009 – PUBLIC WORKS 9:52 P.M.

Ordinance No. 2015-01 relating to public disturbance noises amends BIMC Section 9.70.060 to exempt street sweeping and pavement marking from the provisions during certain hours.

The City's Public Works department performs periodic street sweeping activities weekly during the fall season and monthly throughout the year and performs pavement marking activities approximately three times annually during the summer months. In an effort to perform these activities in a more efficient manner, Ordinance No. 2015-01 amends BIMC 9.70.060 to categorize these activities as exempt between the hours of 6:00 a.m. and 10:00 p.m. on weekdays and between the hours of 8:00 a.m. and 11:00 p.m. on weekends.

Public Comment

Charles Schmid sought clarification that nothing else in the ordinance except the hours of exemption has changed.

9:58 P.M.

MOTION: *I move that the City Council forward Ordinance No. 2015-01, relating to public disturbance noises and amending Section 9.70.060 of the Bainbridge Island Municipal Code (BIMC), to the February 10, 2015 City Council consent agenda.*
BLAIR/SCOTT: *The motion carried 7-0.*

10. COUNCIL DISCUSSION

A. UTILITY ADVISORY COMMITTEE RECOMMENDATION REGARDING CITY UTILITY TAX AND FIRE HYDRANT FEES, AB 15-012 – COUNCIL LIAISON TOLLEFSON 9:59 P.M.

Utility Advisory Chair Andy Maron addressed Council and provided an overview of a memorandum dated November 13, 2014 from the UAC recommending repealing of the existing City Utility Tax on City water and sewer utilities. In addition, the committee recommended the City no longer have the General Fund pay "fire hydrant" costs to the Water Utility. The memorandum also suggests alternatives to consider accommodating cost and revenue changes these recommendations would have on the City General Fund and Utilities' budgets.

B. DESIGN REVIEW BOARD APPOINTMENT, AB 15-013 – MAYOR BLAIR 10:37 P.M.

10:38 P.M.

MOTION: I move that the City Council confirm the appointment of Peter Perry to the Design Review Board, Position 4, to complete a three-year term expiring June 30, 2015.
BLAIR/BONKOWSKI: The motion carried 7-0.

C. PLANNING COMMISSION APPOINTMENT, AB 15-014 – MAYOR BLAIR 10:39 P.M.

10:39 P.M.

MOTION: I move that the City Council confirm the appointment of William Chester to the Planning Commission, Position 5, to complete a three-year term expiring June 30, 2016.
BLAIR/BONKOWSKI: The motion carried 7-0.

11. COMMITTEE REPORTS 10:40 P.M.

None offered.

12. REVIEW UPCOMING COUNCIL MEETING AGENDAS 10:41 P.M.

City Manager Schulze reviewed the February 3 study session and upcoming calendar.

13. FOR THE GOOD OF THE ORDER 10:50 P.M.

City Manager Schulze shared a photo of a Green Bay Packers fan. The little girl gave him a cheese head.

14. ADJOURNMENT

Deputy Mayor Townsend adjourned the meeting at 10:53 P.M.

Anne S. Blair, Mayor

Kelly Jahraus, Records Management Coordinator

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Ordinance No. 2015-03 (formerly 2014-38) Modifying Bainbridge Island Municipal Code Chapter 15.18, <i>Land Clearing</i>	Date: February 10, 2015
Agenda Item: Consent Agenda	Bill No.: 14-143
Proposed By: Tree Ordinance Ad Hoc Committee & Special Project Planner Jennifer Sutton	

BUDGET INFORMATION

Depart/Fund:

Expenditure Req: Budgeted? ☐ Yes ☐ No Budget Amend. Req? ☐ Yes ☐ No

REFERRALS/REVIEW

Tree Ordinance Ad Hoc Committee: October 16 and 28, November 18, and December 9, 2014

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

DESCRIPTION/SUMMARY

Action Item: Approve Ordinance No. 2015-03 (formerly 2014-38) which modifies BIMC Chapter 15.18 *Land Clearing*.

Background:

BIMC 15.18, *Land Clearing* regulates small-scale clearing in the City, and is just one of several chapters with tree regulations in the BIMC. Ordinance No. 2015-03 proposes to move Chapter 15.18 to new Chapter 16.18, but the most significant regulation change in the draft ordinance applies only within the Mixed Use Town Center (MUTC) & High School (HS) Rd. Zoning Districts:

- Modifies the definition of “significant tree” to 8” diameter (reduced from the current 10” & 12”)
- Lowers threshold for Clearing Permit in MUTC/ HS Rd. Districts to require permit to remove any “significant tree”; also establishes criteria for removal in those districts.

The City Council discussed the ordinance at the December 2nd meeting, and held a public hearing on December 9th. After closing the public hearing, the City Council indicated that more time was needed for discussion on this ordinance. The Council discussed the ordinance again on January 13, 2015. The Council also indicated support for establishment of a “Tree Fund”- that concept has been integrated into Ordinance No. 2015-03 related to Code Enforcement fees and penalties. Therefore, the City Council meeting on February 10 will have three related, but separate items on the agenda for Council deliberation:

1. Ordinance No. 2015-03 Land Clearing;
2. Resolution No. 2015-01 Amending Fee Schedule to add an “After the Fact Clearing Permit” fee (as described in Ordinance No. 2015-03); and
3. Ordinance No. 2015-05 to create a “Tree Fund”, new BIMC Chapter 3.39.

RECOMMENDED ACTION

Motion: I move that City Council approve Ordinance No. 2015-03.

ORDINANCE NO. 2015-03
(formerly 2014-38)

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to land clearing and the authority of the Code Compliance Officer; amending Bainbridge Island Municipal Code Chapter 1.26 and moving and amending Chapter 15.18 BIMC to Title 16 to create a new Chapter 16.18 BIMC.

WHEREAS, the City's Code Compliance Officer has recommended (a) moving Chapter 15.18 of the Bainbridge Island Municipal Code (BIMC) relating to land clearing to Title 16 in order to create a better link to Chapter 16.12 BIMC, *Shoreline Master Program*, and Chapter 16.20 BIMC, *Critical Areas*, and (b) establishing an "after-the-fact" clearing permit; and

WHEREAS, the suggested improvements were presented to the City's Tree Ordinance Ad Hoc Committee and subsequently, to the City Council, who directed that staff bring forward an ordinance to implement the changes; and

WHEREAS, staff have also recommended changes to Section 1.26.010 BIMC, *Code Enforcement- Applicability*, to clarify which BIMC chapters the Code Compliance Officer has authority over; and

WHEREAS, the City Council conducted a public hearing on Ordinance No. 2015-03 (formerly 2014-38) on October 14, 2014 and requested that the Tree Ordinance Ad Hoc Committee continue to discuss the ordinance, specifically the issues of protecting significant trees on property lines and solar access; and

WHEREAS, the Tree Ordinance Ad Hoc Committee discussed these issues on October 16, 28, and November 18, 2014 and recommended minor changes; and

WHEREAS, the City Council discussed Ordinance No. 2015-03 (formerly 2014-38) on December 2 and conducted a public hearing on December 9, 2014; and

WHEREAS, the City Council continued the discussion of Ordinance 2015-03 at the January 13 City Council meeting; and

WHEREAS, notice was given on September 18, 2014 to the Office of Community Development at the Washington State Department of Commerce in conformance with RCW 36.70A.106;

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

Section 1. Section 1.26.010 of the Bainbridge Island Municipal Code is amended to read as follows:

1.26.010 Applicability of chapter. The provisions of this chapter shall apply to enforcement of BIMC Titles 16 and 18 and Chapters 15.04, ~~15.18, 15.34, 16.20, and 16.22~~ BIMC, and specified provisions outlined in BIMC Title 20, ~~with the exception of BIMC 15.04.090.~~ For purposes of this chapter, such titles and chapters shall be referred to as “the applicable chapters and titles of this code.”

Section 2. Chapter 15.18 of the Bainbridge Island Municipal Code is hereby removed from Title 15 and added to Title 16 to become new Chapter 16.18, and amended to read as follows:

~~15.18.010~~ Purpose. This chapter is adopted for the following purposes:

- A. To promote the public health, safety, and general welfare of the citizens of the city;
- B. To preserve and enhance the city’s physical and aesthetic character by preventing indiscriminate removal or destruction of trees and ground cover on undeveloped and partially developed property;
- C. To promote land development practices that result in a minimal disturbance to the city’s vegetation and native soil structure and protect infiltration capacity;
- D. To minimize surface water and ground water runoff and diversion and to prevent erosion and reduce the risk of slides;
- E. To minimize the need for additional storm drainage facilities;
- F. To retain clusters of trees for the abatement of noise and for wind protection;
- G. To promote building and site planning practices that are consistent with the city’s natural topographical and vegetational features while at the same time recognizing that certain factors such as condition (e.g., disease, danger of falling, etc.), proximity to existing and proposed structures and improvements, interference with utility services, protection of scenic views, and the realization of a reasonable enjoyment of property may require the removal of certain trees and ground cover;
- H. To reduce siltation and water pollution in island waters;
- I. To implement the goals and objectives of the Washington State Environmental Policy Act;
- J. To implement and further the city’s comprehensive plan; and
- ~~K. It is not the intent or purpose of this chapter to prevent the reasonable development of land in the city.~~

165.18.020 Definitions.

“Clearing” means the destruction or removal of vegetation by manual, mechanical, or chemical methods.

“Significant tree” means: (a) an evergreen tree 10 inches in diameter or greater, measured four and one-half feet above existing grade; or (b) a deciduous tree 12 inches in diameter or greater, measured four and one-half feet above existing grade; (c) in the Mixed Use Town Center and High School Road zoning districts, any tree 8 inches in diameter or greater, measured four and one-half feet above existing grade; or (d) all trees located within a required critical area buffer as defined in Chapter 16.20 BIMC.

“Vegetation” means plant matter, including trees, shrubs and ground cover.

165.18.030 Applicability.

A. No person, corporation, or other legal entity shall engage in or cause clearing in the city without having obtained a land clearing permit from the planning director or designee. No person, corporation, or other legal entity shall cut, trim, remove, clear or damage any vegetation or trees within the following areas without obtaining a clearing permit from the planning director or designee: any critical areas, shoreline areas or their buffers as defined in and regulated by Chapters 16.12 or 16.20 BIMC. This standard also applies to landscape buffers, open space areas, or trees retained through a land use permit under Titles 17 or 18 BIMC, including adjacent properties.

B. For properties located outside of the Mixed Use Town Center and High School Road zoning districts, a clearing permit is required for removing more than 6 significant trees, but no more than 5,000 board feet of timber (including live and dead standing timber) for personal use in any 12-month period. To cut/ remove more than 5,000 board feet of timber, a vegetation management permit may be required pursuant to Chapter 16.22 BIMC, in addition to a permit from the Department of Natural Resources. See Tree Removal Permit Process flow chart, Figure 16.18.

C For properties located within the Mixed Use Town Center and High School Road zoning districts, a clearing permit is required for removing any significant tree, as defined by Section 16.18.020 BIMC. For existing development subject to tree requirements or conditions applied through an approved land use or development permit, see exemption in Section 16.18.040.C. For other properties in these districts, clearing permits will only be approved if the applicant demonstrates that at least one the following criteria is met, as determined by the Director or their designee:

1. The tree is diseased, dead or otherwise determined to be a hazardous tree as determined by a qualified professional pursuant to BIMC Section 18.15.010.C.1(c); or

2. The removal is necessary to enable construction or reasonable use of the property, and no other alternative is feasible; or
3. The removal is necessary to maintain utilities, access, or fulfill the terms of an easement or covenant recorded prior to the adoption of this ordinance.

~~DB.~~ In the event of a conflict between the requirements of this chapter and any other requirement of the Bainbridge Island Municipal Code, the more restrictive requirement shall apply. Additional permits may be required if the activities are regulated by other chapters such as, but not limited to, Chapters 15.20 BIMC, Surface and Storm Water Management, 16.12 BIMC Shoreline Master Program, 16.20 BIMC, Critical Areas, and 16.22 BIMC, Vegetation Management. Clearing of more than 7,000 square feet shall meet the stormwater management minimum standards outlined in Chapter 15.20 BIMC. See Tree Removal Permit Process flow chart, Figure 16.18.

165.18.040 Exemptions Clearing activities not requiring a permit.

~~The following shall be exempt from the provisions of this chapter:~~

A. Clearing of up to six significant trees, as defined in BIMC 16.18.020 ~~18.15.010~~, in any 12-month period. This exemption does not apply to : any critical areas, shoreline areas or their buffers as defined in and regulated by Chapters 16.12 or 16.20 BIMC, other protected vegetated areas, or in the Mixed Use Town Center and High School Road zoning districts, pursuant to Section 16.18.030 BIMC above.

B. Clearing of up to 2,500 square feet of land in any 12-month period; any amount of clearing is subject to the stormwater pollution prevention standards of Chapter 15.20 BIMC. This exemption does not apply to: any critical areas, shoreline areas or their buffers as defined in and regulated by Chapters 16.12 or 16.20 BIMC, or other protected areas, pursuant to Section 16.18.030. BIMC;

C. Clearing as part of a development where clearing limits and/ or tree retention and landscape requirements have been set and erosion control plans approved as part of the approval for the development; provided, that land clearing in connection with such projects shall take place only after a land use or development permit has been issued by the city and shall be in accordance with such permit;

D. The installation and maintenance of fire hydrants, water meters, and pumping stations, and street furniture by the city or utility companies or their contractors;

E. Removal of trees and ground cover in emergency situations involving immediate danger to life or ~~property~~ structure or substantial fire hazards. If one is required, a clearing permit shall be obtained as soon as possible after the emergency situation is stabilized;

~~F. Removal of diseased, dead or dying trees upon written verification by a qualified arborist or landscape architect or landscape contractor which states that removal of the trees is essential for the protection of life, limb, or property and which statement is filed with the director;~~

FG. Routine gardening and landscape maintenance of existing landscaped areas on developed lots, including pruning, weeding, planting, mowing, and other activities associated with maintaining an already established landscape;

GH. Agricultural management of existing farmed areas;

HI. Routine maintenance activities, including tree removal, removal of invasive vegetation, and thinning required to control vegetation on road and utility rights-of-way;

IJ. Forest practices regulated by the Department of Natural Resources under Chapter 76.09 RCW.

165.18.050 General requirements.

A. Submittal Requirements. A complete application for a land clearing permit shall be submitted on the application form provided by the city, together with information required under Chapter 15.20 BIMC for a completed application, and including the following:

1. A plot plan on a base map provided by the applicant or by the city containing the following information:
 - a. Date of drawing or revision, north arrow, adjoining roadways and appropriate scales;
 - b. Prominent physical features of the property including, but not limited to, geological formations, critical areas and watercourses;
 - c. General location, type, range of size, and conditions of trees and ground cover;
 - d. Identification by areas, of trees and areas of ground cover that are to be removed, and information on how the trees or areas are delineated in the field;
 - e. Any existing improvement on the property including, but not limited to, existing cleared areas, structures, driveways, ponds, and utilities;
 - f. Information indicating the method of drainage and erosion control during and following the clearing operation; and
 - g. Information on how property lines are identified.

2. Payment of the land clearing application fee in the amount established by resolution of the city council.

B. After-the-Fact Clearing Permit. In the event of unauthorized clearing, an after-the-fact clearing permit may be issued if the applicant meets all of the conditions listed in this chapter and any other applicable regulations or remedies. The fee for an after-the-fact clearing permit shall be established by resolution of the city council.

1. If significant trees are removed in the Mixed Use Town Center/ High School Road zoning districts, and the criteria of Section 16.18.030.C cannot be met, then such an after-the-fact must be denied, and replanting required at a 1:1 tree unit ratio, using the tree unit conversion method described in Section 18.15.010.G.5. The City shall also collect a fine equal to the value of the trees(s) determined by the current standards of the International Society of Arboriculture. See Section 16.18.080.

CB. The planning director shall grant a clearing permit application if the application meets the requirements of this chapter and all other relevant city codes, including but not limited to Chapters 15.20, 16.12, 16.20, and 16.22 BIMC. If the clearing permit is denied, it may be appealed pursuant to Section 16.18.070.

DC. Approved clearing plans shall not be amended without authorization of the planning director.

ED. No work authorized by a clearing permit shall commence until a permit notice has been posted by the applicant on the subject property at a conspicuous location. The notice shall remain posted in said location until the authorized clearing has been completed.

EE. Any clearing permit granted under this chapter shall expire one year from the date of issuance. Upon a showing of good cause, a clearing permit may be extended for six months by the planning director.

GF. A clearing permit may be suspended or revoked by the planning director because of incorrect information supplied or any violation of the provisions of this chapter.

HG. Failure to obtain forest practice application, where applicable, with the stated intent of land conversion as defined in RCW 76.09.020(4) shall be grounds for denial of any and all applications for permits or approvals, including building permits and subdivision approvals, relating to nonforestry uses of the land for a period of six years, in accordance with RCW 76.09.060(3)(b).

165.18.060 Performance ~~assurance bond~~.

A. The planning director may require, as a condition to the granting of a permit, that the applicant furnish a performance ~~assurance bond~~ in a form approved by the planning director to the city to secure the applicant's obligation, after the approved land clearing has been accomplished, to complete any required replanting and the erosion control on the property in accordance with the conditions of the permit. The ~~surety device bond~~ shall be in an amount equal to the estimated cost of replanting and erosion control and clean up and with surety and conditions satisfactory to the planning director.

B. In order to stay enforcement, the director may choose to enter into a voluntary correction agreement (VCA). This is a civil contract entered into between the city and applicant. The VCA will outline several performance items that will be required within an agreed upon time frame.

165.18.070 Appeals.

Appeals of the planning director's decision on a land clearing permit application shall be in accordance with the administrative decision procedures established in Chapter 2.16 BIMC.

165.18.080 Violation – Enforcement and penalty.

~~A. A violation of or failure to comply with any provision of this chapter shall be a misdemeanor punishable, upon conviction, as provided in BIMC 1.24.010.A.~~

AB. In addition to any other sanction or remedy that may be available, a violation of or failure to comply with any provision of this chapter shall be a civil infraction and shall be subject to enforcement and civil penalties as provided in Chapter 1.26 BIMC.

B. A violation of or failure to comply with any provision of this chapter shall be a misdemeanor punishable, upon conviction, as provided in BIMC 1.24.010.A.

C. Any fines collected through enforcement of this chapter shall be directed to the City's Tree Fund, BIMC Chapter 3.39.

Section 3. Exhibit A is added as Figure 16.18 to Chapter 16.18 of the Bainbridge Island Municipal Code.

Section 4. This ordinance shall take effect and be in force five (5) days from its passage, approval, and publication as required by law.

PASSED BY THE CITY COUNCIL this XX day of February, 2015.

APPROVED BY THE MAYOR this XX day of February, 2015.

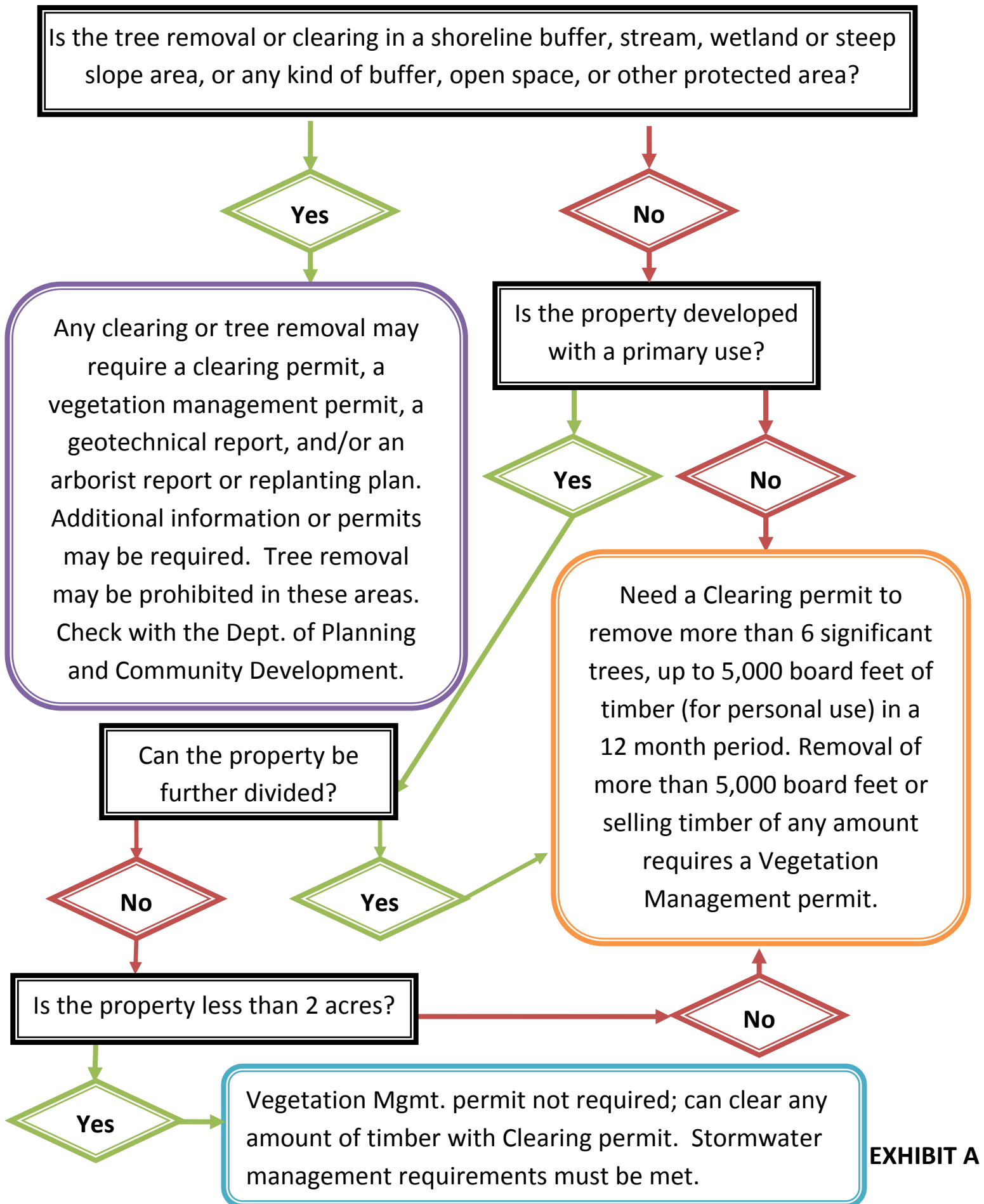
/s/
Anne S. Blair, Mayor

ATTEST/AUTHENTICATE:

/s/
Rosalind D. Lassoﬀ, CMC, City Clerk

FILED WITH THE CITY CLERK:	September 17, 2014
PASSED BY THE CITY COUNCIL:	, 2015
PUBLISHED:	, 2015
EFFECTIVE DATE:	, 2015
ORDINANCE NUMBER:	2015-03 (formerly 2014-38)

Figure 16.18 Tree Removal Permit Process



CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Ordinance No. 2015-05 Establishing a Tree Fund	Date: February 10, 2015
Agenda Item: Consent Agenda	Bill No.: 15-011
Proposed By: Tree Ordinance Ad Hoc Committee	

BUDGET INFORMATION

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

REFERRALS/REVIEW

City Council: 1/20/15; Tree Ordinance Ad Hoc Committee: 1/20/15	Recommendation: Forward to February 10, 2015 consent agenda
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒ Yes ☐ No N/A
Finance ☒ Yes ☐ No ☐ N/A	

DESCRIPTION/SUMMARY

Action Item: Consider approval of Ordinance No. 2015-05 establishing a new *Tree Fund*, creating a new BIMC Chapter 3.39.

Background:

Through the discussion of existing tree and landscaping regulations, the Tree Ordinance Ad Hoc Committee and City Council have broadly discussed the concept of creating a new *City Tree Fund* where fines collected by the City's Code Enforcement officer for tree related offenses could be directed.

The Tree Ordinance Ad Hoc Committee and City Council both discussed future Tree Fund policy questions at their January 20th meetings. Finance Director Ellen Schroer then translated the discussion into draft Ordinance No. 2015-05, creating new BIMC Chapter 3.39.

RECOMMENDED ACTION

Motion: I move that the City Council approve Ordinance No. 2015-05 to the February 10, 2015 consent agenda.

ORDINANCE NO. 2015-05

AN ORDINANCE of the City of Bainbridge Island, Washington, creating and establishing a new fund designated as the City of Bainbridge Island Tree Fund to support future City tree related projects; adding a new Chapter 3.39 to the Bainbridge Island Municipal Code.

WHEREAS, trees are of vital importance to the health, safety, and welfare of the citizens of the City of Bainbridge Island; and

WHEREAS, the Comprehensive Plan and the development regulations in the BIMC support retention of trees through review of larger development permits and the planting of new street trees in the right-of-ways of urban zoning districts ; and

WHEREAS, a committee of Councilmembers and Planning Commissioners known as the Tree Ad Hoc Committee has been meeting throughout 2014 to review and discuss amending the many different tree related regulations in Titles 16 and 18; and

WHEREAS, while reviewing tree and vegetation regulations, committee members and City staff heard from citizens that those people or tree removal companies that violate City tree regulations should be held accountable through City code enforcement actions, including required replanting and fines; and

WHEREAS, the Tree Ad Hoc Committee recommended, and it is in the public interest to establish the City of Bainbridge Island Tree Fund as the repository for fines collected for tree related code enforcement fines, regulated by BIMC Chapter 1.26 and Titles 16, 17, and 18, so that tree related fines may be used to support public trees or tree programs; and for the accomplishment of other public purposes as set out in the Comprehensive Plan; now, therefore

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

Section 1: A new chapter 3.39 “Tree Fund” is added to the Bainbridge Island Municipal Code as follows:

3.39.010 Established.

A special revenue fund to be designated as the "Tree Fund" is established to receive special revenues supporting the City’s tree program, including efforts to maintain or increase the tree canopy on Bainbridge Island, encouraging a Street Tree program, or similar efforts, and to provide segregated accounting and control for expenditure of monies.

3.39.020 Accounting.

Accounting within the Tree Fund shall segregate revenues and expenditures so that funds shall be used to support the City’s tree-related activities.

3.39.030 Definitions.

Definitions as established in Titles 16, 17 and 18 shall apply here.

3.39.040 Functions and Disbursements.

The Bainbridge Island Tree Fund is intended to accept funds from sources that include, but are not limited to, private donations, public allocations and the proceeds from the payment of tree-related code enforcement actions.

The Bainbridge Island Tree Fund is intended to:

- A. Support the City's tree program;
- B. Provide direct financial and technical assistance to qualified projects;
- C. Provide financial assistance to public and private non-profit organizations supporting activities consistent with city policy; and
- D. Fund approved, eligible operating expenditures related to the provision of assistance covered by this chapter.

3.39.050 Reporting.

A separate written report on the financial status of the City of Bainbridge Island Tree Fund shall be available upon request at the conclusion of each financial year.

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

PASSED BY THE CITY COUNCIL this _____.

APPROVED BY THE MAYOR this _____.

Anne S. Blair, Mayor

ATTEST/AUTHENTICATE:

Rosalind D. Lassoff, CMC, City Clerk

FILED WITH THE CITY CLERK:	January 29, 2015
PASSED BY THE CITY COUNCIL:	_____
PUBLISHED:	_____
EFFECTIVE DATE:	_____
ORDINANCE NUMBER:	2015-05

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Resolution No. 2015-01 Amending the City's Fee Schedule to add a new "After-the-fact Clearing Permit" fee	Date: February 10, 2015
Agenda Item: Consent Agenda	Bill No.: 15-011
Proposed By: Tree Ordinance Ad Hoc Committee & Special Project Planner Jennifer Sutton	

BUDGET INFORMATION

Depart/Fund:

Expenditure Req: Budgeted? ☐ Yes ☐ No Budget Amend. Req? ☐ Yes ☐ No

REFERRALS/REVIEW

Tree Ordinance Ad Hoc Committee: October 16 and 28, November 18, and December 9, 2014 City Council: January 13, 2015

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

DESCRIPTION/SUMMARY

Action Item: Approve Resolution No. 2015-01 which amends the City's Fee Schedule to add a new "After-the-fact Clearing Permit" fee.

Background:

BIMC 15.18, *Land Clearing* regulates small-scale clearing in the City, and is just one of several chapters with tree regulations in the BIMC. Ordinance No. 2015-03, also slated to be approved by the City Council on February 10, makes several changes to the land clearing regulations. One of those changes is the creation of an "After-the-fact Clearing Permit", which will have a fee. The existing Clearing Permit does not have any fee. The fee for the "After-the-fact" permit is intended to discourage people from undertaking clearing work without a permit, while recouping City review and processing costs.

Resolution No. 2015-01 amends the City's Fee Schedule to add an "After the Fact Clearing Permit" fee of \$500.00. The City Council discussed this resolution at the January 13 meeting.

RECOMMENDED ACTION

Motion: I move that the City Council approve Resolution No. 2015-01.

RESOLUTION NO. 2015-01

A RESOLUTION of the City of Bainbridge Island, Washington, amending Section 9 of the City's Fee Schedule to add a fee for relating to "After-the-fact" Clearing Permits.

WHEREAS, on February 10, 2015, City Council will approve Ordinance No. 2015-03 amending BIMC Chapter 15.18 relating to land clearing activities; and

WHEREAS, the City's Fee Schedule needs to be updated to add a permit fee for After-the-fact Clearing Permits; now, therefore,

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

Section 1. Section 9, Building and Planning Fees, of the City's Fee Schedule is hereby amended to add the following permit:

Clearing Permit (After-the-fact) \$ 500.00

PASSED by the City Council this ____ day of_____, 2015.

APPROVED by the Mayor this ____ day of_____, 2015.

Anne S. Blair, Mayor

ATTEST/AUTHENTICATE:

Rosalind D. Lassoff, City Clerk

FILED WITH THE CITY CLERK: February 5, 2015
PASSED BY THE CITY COUNCIL:
PUBLISHED:
RESOLUTION NO.: 2015-01

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Ordinance No. 2015-01 Relating to Public Disturbance Noises and Amending Section 9.70.060 of the Bainbridge Island Municipal Code (BIMC)	Date: February 10, 2015
Agenda Item: Consent Agenda	Bill No.: AB 15-009
Proposed By: Public Works Director Barry Loveless	

BUDGET INFORMATION

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

REFERRALS/REVIEW

Study Session: 01/20/15	Recommendation: Forward to 02/10/15 Consent Agenda		
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒ Yes ☐ No ☐ N/A	Finance ☐ Yes ☐ No ☒ N/A	

Action Item:

Consider approval of Ordinance No. 2015-01, relating to public disturbance noises and amending BIMC Section 9.70.060.

Background:

Ordinance no. 2015-01 relating to public disturbance noises amends BIMC Section 9.70.060 to exempt street sweeping and pavement marking from the provisions during certain hours.

The City's Public Works department performs periodic street sweeping activities weekly during the fall season and monthly throughout the year and performs pavement marking activities approximately three times annually during the summer months. In an effort to perform these activities in a more efficient manner a group of Public Works front-line employees, utilizing High Performance Organization (HPO) principles, developed a recommendation to allow the work to be done during periods of the least negative impacts from traffic. Their recommendation has resulted in Ordinance No. 2015-01 that amends BIMC 9.70.060 to categorize these activities as exempt between the hours of 6:00 a.m. and 10:00 p.m. on weekdays and between the hours of 8:00 a.m. and 11:00 p.m. on weekends.

RECOMMENDED ACTION

Motion:

I move that the City Council approve Ordinance No. 2015-01, relating to public disturbance noises and amending Section 9.70.060 of the Bainbridge Island Municipal Code.

ORDINANCE NO. 2015-01

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to public disturbance noises; amending Section 9.70.060 of the Bainbridge Island Municipal Code (BIMC) to exempt street sweeping and pavement marking from the provisions of such section.

WHEREAS, the City's Public Works Department performs street sweeping activities weekly during the fall season and monthly during the rest of the year; and

WHEREAS, the City's Public Works Department performs pavement marking activities three times annually during the summer months; and

WHEREAS, pursuant to Section 9.70.060 BIMC certain public disturbance noises are prohibited unless listed as exempt; and

WHEREAS, the City's Public Works Department could perform the periodic street sweeping and road striping maintenance activities more efficiently if they could do this work during non-peak street traffic and parking stall use periods; and

WHEREAS, the City Council desires to add these activities to the section that exempts garbage and recycling collection from the requirements of Section 9.70.060 BIMC between the hours of 6:00 a.m. and 10:00 p.m. on weekdays and between the hours of 8:00 a.m. and 11:00 p.m. on weekends and legal holidays recognized by the City;

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

Section 1. Section 9.70.060 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

9.70.060 Public disturbance noises.

A. It is unlawful for any person to cause or permit, or for any person in possession or control of real or personal property to allow to originate from such property, sound that is a public disturbance noise and that is audible to a person of normal hearing at a distance of 75 feet or more from the property. Public disturbance noises are declared to be a nuisance, and except as otherwise set forth in this section, the prohibition of public disturbance noises set forth herein shall be in effect 24 hours a day.

B. A “public disturbance noise” means a frequent, repetitive and/or continuous noise which unreasonably disturbs and/or interferes with the peace and comfort of any person.

C. The following sounds are exempt from the provisions of this section:

1. Construction activities to the extent that these activities are governed by Chapter 16.16 BIMC;
2. Sounds originating from safety and protective devices, such as relief valves, where noise suppression would defeat the safety release intent of the device;
3. Sounds originating from fire alarms;
4. Sounds originating from emergency equipment and emergency work necessary in the interests of law enforcement or of the health, safety or welfare of the community;
5. Sounds originating from the discharge of firearms in the course of lawful hunting, lawful target or other lawful firearm discharge activities;
6. Sounds originating from officially sanctioned parades and public events;
7. Sounds originating from league- or school-sponsored athletic events;
8. Sounds originating from motor vehicles when regulated by Chapter 173-62 WAC;
9. Sounds originating from activities directly associated with the delivery of goods, supplies, groceries, materials and/or other similar items to legally permitted businesses;
10. Sounds originating from activities directly associated with street sweeping activities, pavement marking activities, or the collection of garbage, refuse, recycle items and/or other similar materials between the hours of 6:00 a.m. and 10:00 p.m. on weekdays and between the hours of 8:00 a.m. and 11:00 p.m. on weekends and legal holidays recognized by the city of Bainbridge Island;

11. Sounds originating from activities directly associated with the collection and delivery of United States mail.

D. Except as provided in subsection E of this section, conduct made unlawful by this section shall be a Class 1 civil infraction as contemplated by Chapter 7.80 RCW and is subject to a monetary penalty and a default amount of \$250.00, plus statutory assessments. A civil infraction under this section shall be processed in the manner set forth in Chapter 7.80 RCW.

E. Any person who continues to be in violation of this section after receiving a notice of infraction pursuant to subsection D of this section, or who again violates this section within 24 hours after receiving a notice of infraction pursuant to subsection D of this section commits a misdemeanor and any person who is convicted thereof shall be punished by a fine not to exceed \$500.00, or by imprisonment in jail for a term not exceeding 90 days, or by both such fine and imprisonment.

F. Severability. If any provision of this section is held to be unconstitutional, preempted by federal or state law, or otherwise held invalid by any court of competent jurisdiction, the remaining provisions of this section shall remain valid and enforceable.

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

PASSED BY THE CITY COUNCIL this _____ day of _____, 2015.

APPROVED BY THE MAYOR this _____ day of _____, 2015.

Anne S. Blair, Mayor

ATTEST/AUTHENTICATE:

Rosalind D. Lassoff, CMC, City Clerk

FILED WITH THE CITY CLERK: December 29, 2014
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NUMBER: 2015-01

DRAFT

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Waterfront Park Phase 1 Design Professional Services Agreement

Date: February 10, 2015

Agenda Item: Consent Agenda

Bill No.: AB 13-025

Proposed By: Public Works Director Barry Loveless

BUDGET INFORMATION

Depart/Fund: 2015 CIP – Waterfront Park Phase 1 Improvements

Expenditure Req: \$83,978.00

Budgeted? ☒ Yes ☐ No

Budget Amend. Req? ☐ Yes ☒ No

REFERRALS/REVIEW

Study Session: 02/03/15

Recommendation: Forward to 02/10/15 Consent Agenda

City Manager ☒ Yes ☐ No ☐ N/A

Legal ☒ Yes ☐ No ☐ N/A

Finance ☒ Yes ☐ No ☐ N/A

Action Item:

Consider approval of the Waterfront Park Phase 1 Design Professional Services Agreement with Walker Macy in the amount of \$83,978.00.

Background:

The Waterfront Park improvements are included in the Winslow Master Plan and part of the City's Comprehensive Plan. In 2013, the City undertook an extensive public outreach effort that culminated a 30% design for the Park.

The City advertised for Request for Qualifications in December 2014 for completion of the design, permitting, and construction support services. The top three firms were interviewed and Walker Macy was selected as the most qualified consultant to design the project.

RECOMMENDED ACTION

Motion:

I move that the City Council approve the Professional Services Agreement with Walker Macy in the amount of \$83,978.00 for the Waterfront Park Phase 1 design.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "Agreement") is entered into as of the date written below between the City of Bainbridge Island, a Washington state municipal corporation (the "City") and Walker Macy, LLC (the "Consultant").

WHEREAS, the City desires to enter into an agreement for design services in connection with the Waterfront Park Phase 1 Improvements; and

WHEREAS, the Consultant has the expertise and experience to provide said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Consultant as follows:

1. SERVICES BY CONSULTANT

The Consultant shall provide the professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as Attachment A and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. PAYMENT

A. The City shall pay the Consultant for such services: (check one)

☒ Hourly, plus actual expenses, in accordance with Attachment A, but not more than a total of \$ 83,978.00;

☐ Fixed Sum: a total amount of \$ _____;

☐ Other: _____, for all services performed and incurred under this Agreement, to be billed monthly in equal amounts.

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

C. All invoices shall be paid by mailing a city check within sixty (60) days of receipt of a proper invoice.

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

3. INSPECTION AND AUDIT

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

4. INDEPENDENT CONTRACTOR

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

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

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

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

5. DISCRIMINATION AND COMPLIANCE WITH LAWS

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

circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

B. The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 5 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

6. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until December 31, 2016, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation at the rate set forth in Section 2 for any satisfactory work completed prior to the date of termination.

7. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

8. GENERAL ADMINISTRATION AND MANAGEMENT

The City Manager of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

9. HOLD HARMLESS AND INDEMNIFICATION

A. The Consultant agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the Consultant, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the Consultant under this Agreement.

B. In the event that the Consultant and the City are both negligent, then the Consultant's liability for indemnification of the City shall be limited to the contributory negligence for any

resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Consultant, its officers, employees and agents.

C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the Consultant under Washington's Industrial Insurance Act, RCW Title 51, as respects the other parties only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the employees of the Consultant. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

D. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to void, nullify and/or invalidate any of these covenants of indemnification.

E. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.

F. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

10. INSURANCE

Consultant shall maintain insurance as follows:

- ☒ Commercial General Liability as described in Attachment B.
- ☒ Professional Liability as described in Attachment B.
- ☒ Automobile Liability as described in Attachment B.
- ☐ None.

11. SUBLETTING OR ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Consultant to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Consultant as stated herein.

12. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

13. SEVERABILITY

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

Agreement did not contain the particular provision held to be invalid.

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

14. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

15. NON-WAIVER

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

16. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

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

To the Consultant: Walker Macy, LLC
105 S. Main Street, Suite 205
Seattle, WA 98104

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

17. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

18. GOVERNING LAW

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

19. VENUE

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

20. COUNTERPARTS

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____,
20__.

Walker Macy, LLC

CITY OF BAINBRIDGE ISLAND

By_____

By_____

Douglas Schulze, City Manager

Name_____

Title_____

Tax I.D. #_____

City Bus. Lic. #_____

ATTACHMENT A - SCOPE OF SERVICES



LANDSCAPE ARCHITECTURE URBAN DESIGN PLANNING

January 23, 2015

Mark Epstein
Capital Projects Coordinator
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110

RE: Eagle Harbor Waterfront Park – Project No. P3119.01

Dear Mark,

We appreciate the opportunity to submit the following proposal for providing landscape architectural services for Eagle Harbor Waterfront Park. Working with you, key agencies and the park's constituents, we will use the 30% plan as the basis for design. To complete the scope of work our team will coordinate project design development with City staff, prepare permit documents, prepare project construction documents and probable costs, assist the owner with bidding and award of project, and provide general construction oversight.

Based on the RFQ, our SOQ dated December 10, 2014, and our understanding of the project we are basing our scope and fee on a construction start date of fall 2015 and project completion date of June 2016. We look forward to employing our expertise on behalf of the neighborhood and the City to sustainably develop an iconic Village Park.

PROJECT UNDERSTANDING AND TEAM ROLES:

This scope of work comprises five tasks; Task 1) Design Development, Task 2) Permitting, Task 3) Construction Documents, Task 4) Bidding, and Task 5) Services During Construction.

1. The project includes site development within Phase 1, as identified on the attached 30% plan, which includes a new picnic pavilion building, a new curb and plaza along Brien Drive, site lighting, belvedere with guardrail, an 8' wide regional trail connection, misc. circulation paths, stormwater runnel, rockery wall, stairs with railing and bike runnels, crushed rock surface multi-use area, terrace seating with stairs and a rustic fence.
2. Walker Macy's role will be to provide the following:
 - We will work directly with the City of Bainbridge Island and the design team during the effort to ensure a comprehensive approach to the work.
 - Walker Macy, in collaboration with the design team, will document surface improvements including pedestrian paving, planting, grading, irrigation, and site furnishings for areas within our scope.
 - The team's civil engineer will document all subsurface utilities improvements, and work within the public right-of-way along Brien Drive. We will collaborate with the civil engineer

for curb, site design, as well as storm water quality features. The City of Bainbridge Island requires a civil engineer's stamp on all final grading and right-of-way work permit plans. Therefore we propose to transfer our detailed grading documents following the completion of Design Development to the civil engineer for final construction documentation.

- Walker Macy will document all site demolition and tree protection for work within our scope. Browne/Wheeler will provide Walker Macy a marked up plan identifying the demolition of utilities within their respective scopes of work.
3. We will prepare and submit the clearing, site grading, erosion control, right-of-way, and building permits.
 4. We will prepare the SEPA and SSDP permits. The City will assist in the compilation and submittal of the permit packages to the Planning Counter. Application forms will be submitted to the City electronically. The design team will be responsible for forwarding permit support documents to the City for the permit packages.
 5. Browne/Wheeler will document all erosion and sedimentation control.
 6. All fees necessary to obtain permits will be by the City of Bainbridge Island. Walker Macy and the design team will assist the City by providing support drawings for inclusion in the permit applications.
 7. PAE/LUMA will document all electrical services. Walker Macy will work with the City of Bainbridge Island to select site fixtures and will include light fixtures in the landscape layout plan. The city's electrical engineer will provide CAD files of the electrical fixture locations to Walker Macy.
 8. The City's arborist and tree reports will be available to our team for the duration of the project.
 9. Walker Macy and JMB Consulting will provide statements of probable costs.
 10. The following sub-consultants are included in this proposal and will be contracted directly to Walker Macy:
 - Browne Wheeler Engineers
 - Herrera Environmental Consultants
 - Dayle Houk
 - Patano Studio Architecture
 - PAE Consulting Engineers/LUMA Lighting Design
 - JMB Consulting
 11. It's our understanding that the Cultural Resources Report, Geotechnical Report and Survey are complete. The following sub-consultants are included in this proposal on an as needed T+M basis only and are not included in the base fee below and will require additional fee if their services are required:
 - Cultural Resource Consultants
 - Aspect Consulting
 - Adam and Goldsworthy

SCOPE OF WORK:

Based on our understanding of the project, and the information provided, we propose the following scope of work:

1. Design Development (90 Days: January 16– April 16, 2015)

- 1.1 **Attend Kick-Off Meeting with City of Bainbridge Island (BI). Prepare a Project Management Plan.** We will work with the City and other key stakeholders to refine our proposal and develop a detailed and integrated project management plan. The plan will address the communication plan, stakeholder engagement plan, technical work plan and permitting plan. The plan will address the full scope of required services by the prime consultant and sub-consultants as well as the City, regulating agencies and the City's consultants. The work plan will include a description of products, deliverables, reviews, submittals and meetings and assign responsibilities.
- 1.2 **Prepare a 50% & 100% Design Development (DD) Level Plan.** Based on the final 30% schematic design, the design team will provide more detailed drawings for the parks program elements. The package will include a more refined outline of proposed products and sample materials and colors will be presented to BI staff for review. During design development the design team will track potential costs and deliver a comprehensive detailed cost estimate with the final design development submittal.
- 1.3 **One meeting with Key Stakeholders** The team will prepare materials and present to the key stakeholders for outreach purposes.
- 1.4 **One Public Open House.** The team will prepare materials and present to the community for outreach purposes.
- 1.5 **One Meeting to Review of Plans with Regulatory and Permitting Agencies.** Meet again with local and state agencies to discuss the projects. The consulting team will solicit information from the representatives to guide the design decisions and to ensure that the final design will meet their concerns prior to permitting reviews.
- 1.6 **Clearing, Building, Grading and Right-of-Way Improvement Permit Initial Review.** We understand Waterfront Park will necessitate a pre-application submittal and conference. We propose to submit the final schematic design package to determine what permits will be required and we will work with BI to identify any possible issues. Our team will also submit stormwater management requirements to staff for review and comment at this time. The design team will discuss, in detail, right of way improvements to understand which permits will be required.
- 1.7 **Refine the Design and Prepare Final Design Development Drawings.** Following the approval of the 50% Design Development package, the team will begin refinement toward a Final Design Development plan.
- 1.8 **Develop Construction Cost Estimates.** Update existing construction cost estimate based on the final Design Development documents.

Deliverables

- 50% and 100% Design Development Drawings Documentation for all project components.
- Attach Existing Conditions Survey
- Civil Plans & Civil Preliminary Details
- Demolition, Materials, Layout, Paving, Drainage and Grading Plan

- Planting Concept Plan and Irrigation Zone Plan
- Preliminary Site Details
- Architectural Plans, Elevations and Preliminary Details
- Lighting/Electrical Utility Plans & Preliminary Details
- Outline Specifications
- Design Development Level Construction Cost Estimate
- Illustrative plan and sections prepared for the public open houses

Meetings Summary

- One Public Meeting
- One Meeting with Key Stakeholders
- One Meeting with Local and State Permitting and Regulatory Agencies
- Two Review meetings with the City and Parks following each submittal
- Two Management Meetings with the City

2. Permitting (120 Days: March 2– July 2, 2015)

- 2.1 Review Probable Permitting Timeline.** The team will review the permit matrix, and adjust critical path elements and schedule as necessary.
- 2.2 Early Permit Preparation and Submittals.** Based on the confirmed permit requirements, the team will begin preparation of the early permit submittals. Early submittals may include the project level SEPA, Building, and Grading Permits.
- 2.3 Permit Preparation.** We anticipate the environmental permit submittals to include Project level SEPA, Shoreline Substantial Development Permit, Clearing, ROW, Building and Grading Permits. We will provide permit packages for these including technical materials, corrections, and additions necessary for the City and/or General Contractor to obtain required building permits.

Deliverables.

- Permit Packages for Project level SEPA, Shoreline Substantial Development Permit, Clearing, Building, Grading and ROW Permits.

Meetings Summary.

- Submittal and Review Meetings with Permitting Agencies

3. Construction Documents (60 Days: April 30– June 30, 2015)

- 3.1 Prepare 50% and Final Construction Document Package.** Revisions will be made to the drawings based on feedback and development of the design. Construction Documents submittals will include specifications. Following each submittal, we will meet with the City to review the design documents and solicit feedback for incorporation in the refinements.
- 3.2 Develop 50% and 100% Construction Documents Cost Estimates.** This construction cost estimate will be refined to confirm probable costs and to determine that the proposed improvements are within the project budget.

Deliverables

Construction Document drawings: 50% and 100%:

- Attach Existing Conditions Survey
- Civil Utility Plans, Erosion Control Plan & Civil Details
- Demolition, Materials, Layout, Grading, Drainage, Planting, and Irrigation Plans
- Landscape Architecture Details
- Architecture Plans, Elevations and Details
- Structural Details
- Site Electrical and Lighting Plan
- Construction Cost Estimates: 50% and 100%
- Draft and Final Technical Specifications

Meetings Summary

- Two Monthly Management Meetings with the City
- Two Submittal and Review Meetings with Permitting Agencies
- Two Meetings with Key Stakeholders

4. Bidding (20 Days: July 15– August 3, 2015)

4.1 Prepare Bid Set.

Following the permit approvals and acceptance of the Final Design, the team will compile the Bid Set Documents.

4.2 Attend Pre-Bid Conference.

4.3 Respond to Contractor Questions.

Deliverables.

Bid Set Documents. Documentation to include the following sheets:

- Attach Existing Conditions Survey
- Civil Utility Plans, Erosion Control Plan & Civil Details
- Demolition, Materials, Layout, Grading, Drainage, Planting, and Irrigation Plans
- Landscape Architecture Details
- Architecture Plans, Elevations and Details
- Structural Details
- Site Electrical and Lighting Plan
- Bid Set Technical Specifications

Meetings Summary

- One Pre-bid Conference

5. Services During Construction (August 2015 – July 2016)

5.1 Attend Pre-Construction Conference.

5.2 Provide Technical Assistance During Construction. Walker Macy will review contractor questions, process Submittals and RFI's.

5.3 Attend Two On-Site Construction Meetings.

5.4 One Final Completion Walk-Through.

Deliverables

- Addenda as needed during Bidding
- Materials Provided in Response to Contractor Inquiries and RFI's
- Two Field Reports summarizing Site Visits for the Bid Set
- One Final Completion Report

Meetings Summary

- One Pre-construction Conference
- Two Construction Site Visits
- One Final Completion Walk-through

FEES ATTACHED

We propose to bill monthly on a percentage of completion per phase. Expenses are additional, and will be billed at 1.1 times our cost. Added project phases and/or bid packages will be additional to the fees above and will be assessed once clearly defined phases are delineated.

ASSUMPTIONS:

- Our proposal is based on the above scope of work, attached limit of work, and a project construction budget of \$916,000.00. Of the \$916,000, it is assumed \$200,000 will be allotted to the picnic pavilion. It is also assumed the picnic pavilion will be smaller in size than illustrated in the 30% Schematic Design plan and will not have a green roof or photovoltaics. If the construction budget/design exceeds this budget, additional scope and fees will be required.
- A detailed site survey in AutoCAD 2010 drawing format, suitable for construction documentation, will be available for our use.
- A geotechnical report and cultural resources report of the project site will be available for our use.
- Construction Documentation will be provided based upon Walker Macy standards.
- Revisions to the construction documents due to value engineering which occur after the 50% Design Development submittal will require Walker Macy to evaluate potential impact to fees.
- The City of Bainbridge Island will provide complete Division One specifications and will manage the submittal and RFI process. Walker Macy to assist the team in these efforts for work within our scope.
- Walker Macy will attend all meetings outlined in the scope of work. Meetings beyond those noted will be additional services and will be billed as time and materials.
- This proposal assumes the project will be constructed in one phase. If the project is broken into multiple design or construction phases, additional scope and fees as identified in this proposal will be required.
- Project is scheduled to be completed by June 2016. If project extends substantially beyond the scheduled date additional scope and fees will be re-evaluated.
- Design review services are not currently part of the proposed scope of services.
- LEED documentation is not currently a part of the proposed scope of services.
- Walker Macy is not responsible for verifying the accuracy of Contractors' record documents.
- Walker Macy will provide typed CSI-formatted specifications.

- The City of Bainbridge Island will manage the construction administration process. Civil, Architectural, Structural, Permitting, and Cost Estimating consultant services will not be available during construction.
- Preparation of Record Drawings is not included in this scope of work.

TERMS AND CONDITIONS:

1. Authorization to proceed: The signing of this Agreement by the Client will serve as written authorization to proceed with the services called for in this Agreement.
2. Standard of Care: In the performance of professional services, Walker Macy shall perform its services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. No warranty or guarantee is expressed or implied.
3. Construction Cost Estimates: Walker Macy does not have control over the cost of labor, materials or equipment or other conditions or circumstances relating to the cost or pricing of construction work. Accordingly, if Walker Macy's services under this Agreement include an estimate of construction costs, Walker Macy cannot and does not warrant that its estimate will vary either from bids received from contractors or from the actual costs of construction.
4. Review of Existing Conditions: If Walker Macy's services under this Agreement include an evaluation of existing conditions of the project site, such evaluation will be based solely on information provided by Client, and Walker Macy is entitled to rely on such information. Unless expressly included as part of Walker Macy's services under this Agreement, Walker Macy will not perform any testing or other ground-disturbing evaluation of the project site. If Walker Macy's services under this Agreement do include a ground-disturbing evaluation of the project site, this evaluation (1) is limited to those areas specified in Walker Macy's scope of services and (2) does not mean that the conditions of the project site observed by Walker Macy during its evaluation do not vary from the conditions of those areas of the project site that Walker Macy does not evaluate.
5. Exclusive Use: Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Walker Macy, are for the exclusive use of the Client for the project specified. No other use is authorized under this Agreement. Except as authorized in writing by Walker Macy, Client will not distribute or convey reports or recommendations of Walker Macy to any person or entity other than those identified in this Agreement as entitled to rely on such reports or recommendations. Client releases Walker Macy from liability and agrees to defend, indemnify, protect, reimburse and hold harmless Walker Macy from, for and against any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution or conveyance.
6. Invoices and Payments: Invoices will be submitted by Walker Macy on a monthly basis and will be due and payable on the invoice date. Invoices not paid within thirty (30) days of the invoice date shall be subject to an interest charge of one and one-half percent (1.5%) per month computed at 31 days from the date of the invoice. In addition, any collection fees, legal fees, court

costs, and other related expenses incurred by Walker Macy in the collection of delinquent invoice amounts shall be paid by Client. In the event Client disputes all or part of an invoice, Client must advise Walker Macy in writing within fifteen (15) days from invoice date, and undisputed portions are subject to payment within thirty (30) days.

7. Additional Services: If changes in the scope of work are requested by the Client or if conditions or circumstances are discovered which are unusual or were not contemplated at the commencement of this Agreement, Client and Walker Macy agree to negotiate in good faith any changes to the price, terms and conditions or schedule of the Agreement.
8. Claims and Disputes: All claims, disputes, and other matters in question arising out of, or relating to, this Agreement or breach thereof shall be decided by arbitration in accordance with the rules of the American Arbitration Association in effect at the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
9. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice to the other. In the event of termination, Client shall pay for all reasonable charges for work performed by Walker Macy to date of termination.
10. Limit on Liability: The entire joint, several and individual liability of Walker Macy or its partners, directors, members, officers, employees, agents or other representatives, irrespective of the number of claims and whether such claims are based in negligence, professional negligence, any other tort, breach of contract, warranty or any other claim, will not exceed Walker Macy's compensation under this Agreement.
11. Waiver of Consequential Damages: Client and Walker Macy waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

Please contact me if you have any questions, require clarification, or if we can be of further assistance. We look forward to working with you on Eagle Harbor Waterfront Park.

Sincerely,

WALKER MACY



Chris Jones
cjones@walkermacy.com

Approved:

Name and title

Date

Task	Fee
1. Design Development	\$24,545
2. Permitting	\$15,373
3. Construction Documents	\$35,825
4. Bidding	\$3,110
5. Services During Construction	\$5,125
Total	\$83,978

ATTACHMENT B

Insurance against claims for injuries to persons or damage to property arising out of or in connection with the performance of this Agreement by the Consultant, its officers, employees and agents:

A. Automobile Liability Insurance with limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

B. Commercial General Liability Insurance written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

C. Professional Liability Insurance with limits no less than \$1,000,000.00 limit per occurrence.

Before commencing work and services, the Consultant shall provide to the person identified in Section 16 of the Agreement a Certificate of Insurance evidencing the required insurance. City reserves the right to request and receive a certified copy of all required insurance policies.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant. City shall be named as an additional insured on the Commercial General Liability Insurance Policy, with regard to work and services performed by or on behalf of the Consultant, and a copy of the endorsement naming City as an additional insured shall be attached to the Certificate of Insurance.

The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to City; and (3) shall state that City will be given at least 30 days' prior written notice of any cancellation, suspension or material change in coverage.

CITY OF BAINBRIDGE ISLAND CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: License Agreement with Madison Diner for Trail Access	Date: February 10, 2015
Agenda Item: Consent Agenda	Bill No.: 15-021
Proposed By: Executive	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

Study Session: February 3, 2015	Recommendation: Forward to February 10, 2015 consent agenda	
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒ Yes ☐ No ☐ N/A	Finance ☐ Yes ☐ No ☒ N/A

DESCRIPTION/SUMMARY

Action:

Consider approving the license agreement with Madison Diner for trail access.

Background:

The 305 Madison Diner property contains a well-used pedestrian pathway that connects Shepard Way to Madison Avenue. When the Diner property was developed about 14 years ago, the developer constructed a staircase on the western boundary of his property to accommodate access from his property to Shepard Way. Pedestrian traffic typically enters the property from the east, travels across the Diner parking lot, up the stairs on the westerly border of the property, and onto Shepard Way.

Discussion:

The City was approached by the attorney for the Madison Diner several months ago regarding the proposed license agreement, attached. The Madison Diner property owner desires to enter into the agreement to prevent any legal exposure to the Diner that may arise from the public's use of the Diner property as a trail connection. Under the agreement, the City does not pay for the use of the Diner property. The City's use of the property without paying for it is something the Diner property owner is giving up; in exchange for use of the property without charge, the City is accepting possible liability for personal or property damage on the trail. The term of the initial license agreement is for five years, renewing for successive five-year periods thereafter. The agreement requires the City to maintain insurance; if personal injury arose from the public's use of the Diner property, it would most likely be covered by the City's insurance carrier (WCIA).

RECOMMENDED ACTION

Motion:

I move the City Council approve the license agreement with Madison Diner for trail access.

LICENSE AGREEMENT

THIS AGREEMENT is dated February __, 2015 ("Effective Date"), by and between 305 MADISON AVE. LLC, a Washington corporation ("Licensor") and THE CITY OF BAINBRIDGE ISLAND, a Washington municipal corporation ("Licensee").

WHEREAS, Licensee seeks to acquire the right to enter upon a portion of Licensor's property located at 305 Madison Avenue North, Bainbridge Island, WA 98110-1809 (the "Property"), the precise portion of which is more particularly described in the attached Exhibit "A" (the "Premises") and incorporated by reference in to this Agreement.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. Use. Licensor grants to Licensee, its officers, agents, contractors, invitees and employees, a non-exclusive and revocable License to enter upon and use the Premises, subject to the terms and conditions herein, for the limited purpose of establishing and maintaining a public non-motorized pedestrian transportation trail, between Shepard Way N.W. and Madison Avenue North, for ingress and egress to, from and over the Premises ("License").

2. Term. This License shall commence upon the Effective Date and shall continue until December 31, 2020 ("Term"). Licensee shall be entitled to extend the Term for successive five (5) year terms; provided that, prior to the expiration of the initial Term and each successive extension, Licensee is not in breach of this Agreement and exercises its right to extend the Term with written notice to Licensor within sixty (60) days' of the expiration of the initial Term or extension. Notwithstanding the forgoing, Licensor may terminate this License at any time in the event Licensor: (1) chooses to sell, transfer or otherwise redevelop the Property in whole or part; or (2) determines, in its sole discretion, that this Agreement is inconsistent with applicable land use codes and/or development regulations. In the event Licensor exercises its right to terminate this License it shall give Licensee sixty (90) days' written notice. At the expiration or earlier termination of this License, Licensee shall immediately cease use of the Premises, remove all signage, if any, identifying or directing the public to the Premises, and cease referring to the Premises, in official or unofficial documents, signage and other physical and electronic media, as a public trail.

3. Consideration. In consideration for this License, Licensee forever waives and releases any and all claims adverse to Licensor, whether past, present or future, known or unknown, pertaining to any ownership interest in the Property and/or the Premises; provided, however, Licensee expressly retains the right to exercise its eminent domain authority under RCW 8.12, and agrees not to exercise such authority against Licensor in relation to the Property during all times that Licensor or its related companies or affiliates own the Property.

4. Conditions Applicable to License. This License is granted subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions and rights-of-way with respect to the Premises, whether or not of record.

5. No Transfer or Assignment. This License is personal to Licensee. Any attempt to transfer or assign this License shall terminate it.

6. Permits and Regulations. Licensee shall be responsible for securing any required approvals, permits and authorizations from any state or local agencies and shall comply with all applicable laws and regulations.

7. No Interference. Licensee shall not interfere with the normal operation and activities of Licensors, and Licensee shall conduct, manage, maintain and secure its activities at all times on the Premises to minimize damage to the Premises and inconvenience to Licensors, its agents, employees and invitees.

8. Repair and Restoration. If Licensee, its officers, agents, contractors, invitees or employees cause any damage to the Premises, Property, or to Licensors's roads, infrastructure or other property and improvements (collectively "Improvements") in connection with the exercise of this License, Licensee shall repair and restore at its sole expense the Premises and Improvements to their original condition and to Licensors's sole satisfaction. Licensee shall perform the repair and restoration by the earlier of: (a) the expiration of this License, (b) within thirty (30) days of the termination of Licensee's rights hereunder, or (c) within twenty (20) days of written notice from Licensors of damage to the Improvements for which Licensee is responsible. In the event such repair and restoration is performed following the termination this License, the Licensee's Indemnity and Insurance obligations shall continue until the repair and restoration is completed.

9. Breach and Cure. In the event that Licensee breaches any of its obligations under this License, Licensors shall send Licensee written notice specifying the nature of such breach. Licensee shall have ten (10) days from the receipt of such notice within which to cure such breach. If more time is reasonably required for Licensee's performance, then Licensee shall notify Licensors in writing of its proposed schedule for performance and commence performance within such ten (10) day period; thereafter, Licensee shall diligently proceed to completion. If Licensee fails to cure or to commence cure within such ten (10) day period, then Licensors shall have the right to terminate this License immediately by serving Licensee with written notice of termination. Licensors shall have all rights and remedies available under Washington law including, but not limited to, actions for damages and specific performance, for any breach of Licensee's obligations hereunder.

10. Notice. Any notice required under this Agreement shall be in writing and addressed as follows:

Licensors: Rolf Hogger, Manager 205 Madison Ave. LLC 4949 NE Tolo Road Bainbridge Island, WA 98110	with a copy to: Richard E. Mitchell Miller Nash Graham & Dunn LLP Pier 70 2801 Alaskan Way, Ste. 300 Seattle, WA 98121
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Licensee: Doug Schulze, City Manager City of Bainbridge Island 280 Madison Avenue Bainbridge Island, WA 98110	with a copy to: Lisa Marshall, City Attorney City of Bainbridge Island 280 Madison Avenue Bainbridge Island, WA 98110
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or to such other address as either party may indicate in a written notice to the other. All notices and communications given under this Agreement shall be deemed to have been duly given and received: (i) upon personal delivery, or (ii) as of the third business day after mailing by United States certified mail, return receipt requested, postage prepaid, addressed as set forth above, or (iii) the immediately succeeding business day after deposit (for next day delivery) with Federal Express or other similar overnight courier system, or (iv) 24 hours after facsimile transmittal with confirmation of receipt and followed by personal delivery, United States mail, or overnight delivery as specified in this paragraph.

11. **Alteration in Writing.** This License supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to the subject matter of this License. No alteration or variation of this License shall be valid unless made in writing and signed by Licensor and Licensee.

12. **Indemnification.** Licensee shall indemnify, defend, and hold harmless Licensor, its officers, agents, invitees and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this License including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only to the extent that such Claims arise from the negligent or intentional acts or omissions of Licensee, its officers, agents, contractors, invitees and employees.

13. **Insurance.**

13.1 **Licensee's Insurance.** Licensee, at its sole cost and expense, shall insure its activities in connection with this License and obtain, keep in force, and maintain insurance as follows:

1. **Commercial Form General Liability Insurance** (contractual liability included) with minimum limits as follows:
 - a. Each Occurrence \$1,000,000
 - b. General Aggregate \$2,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this License. The insurance shall have a retroactive date of placement prior to or coinciding with the commencement of the Term of this License.

2. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single of not less than one million dollars (\$1,000,000) per occurrence.
3. Property Insurance, Fire and Extended Coverage Form in an amount sufficient to reimburse Licensee for all of its equipment, fixtures, inventory and other personal property located on or in the Premises whether constructed or installed.
4. Workers' Compensation as required by Washington law.
5. Such other insurance in such amounts, which from time to time may be reasonably required by the mutual consent of Licensor and Licensee, against other insurable risks relating to this Agreement.

The coverages required herein shall not limit the liability of Licensee.

The coverages referred to under this Section 13.1, subsections 1 and 2, shall include Licensor as an additional insured. Such a provision shall apply only to the extent of the negligent acts or omissions of Licensee, its officers, agents, contractors, invitees and employees. Licensee, upon the execution of this License, shall furnish Licensor with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days (ten [10] days for non-payment of premium) advance written notice to Licensor of any material modification, change or cancellation of the above insurance coverages.

All coverage amounts set forth in this Paragraph 13 shall be reviewed upon the second anniversary of this License and every two years thereafter and shall be increased as necessary to maintain coverage at a level comparable to the coverage required on the Effective Date in order to take account of the effects of inflation or any increase in risk.

13.2 Waiver of Subrogation. Licensee hereby waives any right of recovery against Licensor due to loss of or damage to the property of Licensee when such loss of or damage to property arises out of an act of God or any of the property perils included in the classification of fire or extended perils ("all risk" as such term is used in the insurance industry) whether or not such perils have been insured, self-insured, or non-insured.

14. Lien Free Condition. Licensee shall not cause or permit any liens to be placed against the Premises or against Licensor's other property as a result of Licensee's exercise of rights under this License. In the event of the filing of any such liens, Licensee shall promptly cause such liens to be removed. In no event shall such lien removal require more than thirty (30) days.

IN WITNESS WHEREOF, the parties have executed this License Agreement the day and year first above written.

LICENSOR:
ROLF HOGGER

LICENSEE:
DOUG SCHULZ

305 MADISON AVE. LLC

THE CITY OF BAINBRIDGE ISLAND

By: _____

By: _____

Its: MANAGER

Its: CITY MANAGER

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE.]

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me ROLF HOGGER to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act for the uses and purposes therein mentioned.

DATED: _____, 2015.

(Signature)

(Please print name legibly)

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me DOUG SCHULZE to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act for the uses and purposes therein mentioned.

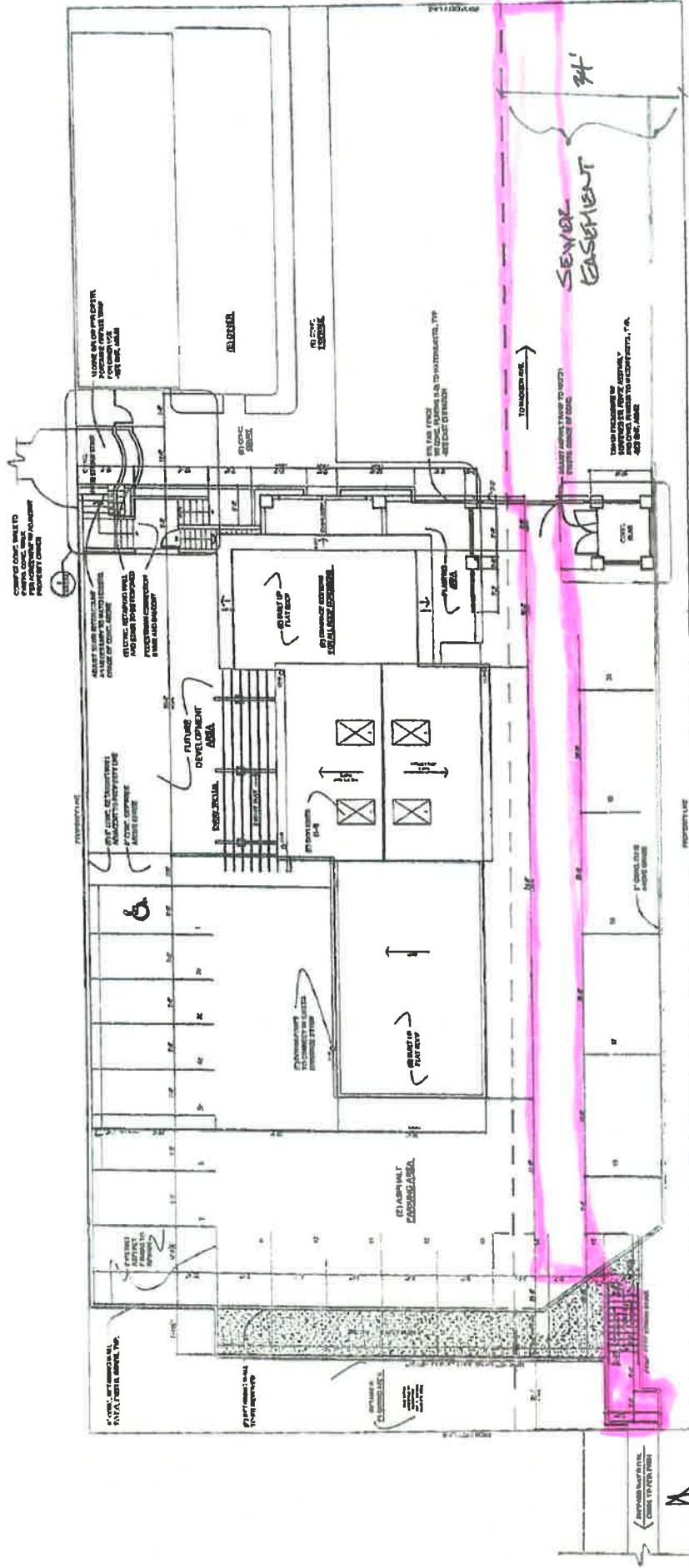
DATED: _____, 2015.

(Signature)

(Please print name legibly)

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

305 MADISON AVE



MADISON AVE

Shepherd Way

Exhibit A

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BI



PROCESS INFORMATION

Subject: Memorandum of Understanding Between the City of Bainbridge Island and the Washington Traffic Safety Commission for Speed Emphasis Patrols	Date: February 10, 2015
Agenda Item: Consent Agenda	Bill No.: 15-023
Proposed By: Matthew Hamner, Police Chief	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

Study Session: February 3, 2015	Recommendation: Forward to February 10, 2015 consent agenda
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒ Yes ☐ No ☐ N/A Finance ☒ Yes ☐ No ☐ N/A

DESCRIPTION/SUMMARY

Action Item:

Consider approving the memorandum of understanding between the Washington Traffic Safety Commission (WTSC) and the City of Bainbridge Island for speed emphasis patrols.

History:

The purpose of this agreement is to provide overtime funding to law enforcement agencies to conduct speed-focused, multi-jurisdictional, high visibility enforcement patrols under the management of the county Target Zero Manager. The dates of such patrols will be October 1, 2014 through September 30, 2015 for a total funding amount of \$1,680.00.

RECOMMENDED ACTION

Motion:

I move that the City Council approve the memorandum of understanding between the Washington Traffic Safety Commission and the City of Bainbridge Island for speed emphasis patrols.



**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-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 speed-focused, multijurisdictional, high visibility enforcement patrols under the management of the county Target Zero Manager and in accordance with the following dates:

DATES: October 1, 2014 - September 30, 2015

FUNDING AMOUNT: \$1,680.00

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

SWV 0019249-00 (Agency) Statewide Vendor Number

IT IS, THEREFORE, MUTUALLY AGREED THAT:

1. **GOAL:** To reduce traffic related deaths and serious injuries with speed focused enforcement patrols that combined with localized publicity efforts.
2. **SCOPE OF WORK:**

Speed-focused patrols:

Agency will engage in multijurisdictional high visibility patrols during the following mobilization dates:

Speeding Mobilization Periods:

These speed 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.

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 patrols.

3. CONDITIONS:

For each of the emphasis, **Multijurisdictional High Visibility Enforcement Protocols** will be followed in that patrols involving several law enforcement jurisdictions will take place at the same time as scheduled in accordance with the Target Zero Manager from this area (as outlined in Addendum A). 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:**

Matthew Hamner, Police Chief
Name/Title

206-780-4686
mhamner@bainbridgewa.gov
Office Phone & e-mail

206-2492014
Cell Phone

Jeffrey Horn, Deputy Chief of Police
Name/Title

206-780-4688
jhorn@bainbridgewa.gov
Office Phone & e-mail

206-730-7888
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 **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. **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 **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.**

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, 2015.
- 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, 2015.

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 **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.

15. BUY AMERICA ACT:

The CONTRACTOR will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

16. DEBARMENT AND SUSPENSION:

Instructions for Lower Tier Certification

- a) By signing and submitting this proposal, the CONTRACTOR (hereinafter in this section referred to as "prospective lower tier participant") is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility

and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

17. FEDERAL LOBBYING:

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

Form to Report Lobbying," in accordance with its instructions.

- c) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

18. NONDISCRIMINATION

The CONTRACTOR will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88–352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21);
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101–336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27);
- d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101–6107), which prohibits discrimination on the basis of age;
- e) the Civil Rights Restoration Act of 1987 (Pub. L. 100–259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities;
- f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92–255), as amended, relating to nondiscrimination on the basis of drug abuse;
- g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd–3 and 290ee–3), relating to confidentiality of alcohol and drug abuse patient records;
- i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing;
- j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

In the event the CONTRACTOR is in non-compliance or refuses to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the WTSC. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

19. POLITICAL ACTIVITY (HATCH ACT)

The CONTRACTOR will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

20. STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

Agency Signature

Doug Schulze, City Manager
Printed Name

(Date)

WTSC Signature

Printed Name

(Date)

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

280 Madison Avenue North _____

Street

Bainbridge Island,

WA

98110

Roz Lassooff, City Clerk

City,

State

Zip

Attn:

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 speeding, impaired driving, distracted 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 speeding, impaired driving, distracted driving, and seat belt 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, either on overtime or straight time, 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 for statewide and local mobilizations (when possible).

- Lead news media efforts for:
 - o Holiday DUI
 - o Click It or Ticket
 - o U Drive. U Text. U Pay
 - o Drive Sober or Get Pulled Over
- Summarize statewide 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.
- Report any plans for local speed, DUI, seat belt, or distracted mobilizations to the WTSC on quarterly basis.
- Coordinate mobilization briefings.
- Lead news media and community outreach efforts for local 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.
- Report local mobilization enforcement totals (by agency and task force) to WTSC within two weeks of mobilization end date.

Law Enforcement Agencies:

- Send a representative to local task force meetings to plan mobilization locations and exact dates.
- Ensure availability of agency media contact per 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: Police Vehicle #107 Replacement Reporting and Budget Amendment

Date: February 10, 2015

Agenda Item: Consent Agenda

Bill No.: 15-025

Proposed By: Public Works Director Barry Loveless & Chief Mathew Hamner

BUDGET INFORMATION

Depart/Fund: 2015 CIP - Fleet and Equipment

Expenditure Req: \$18,000.00

Budgeted? ☐ Yes ☒ No

Budget Amend. Req? ☒ Yes ☐ No

REFERRALS/REVIEW

Study Session: N/A

Recommendation:

City Manager ☒ Yes ☐ No ☐ N/A

Legal ☒ Yes ☐ No ☐ N/A

Finance ☒ Yes ☐ No ☐ N/A

Action Item:

Consider accepting Police Vehicle #107 Replacement Report and approve budget amendment.

Background:

In accordance with Bainbridge Island Municipal Code 3.72.020, within twenty days of the date of purchase, city staff shall report to City Council the date, nature and mechanism of the purchase, and the total purchase price paid for capital equipment.

In late 2014, an unmarked 2007 Chevy Impala, (Vehicle #107), police vehicle was totaled during a police incident. To replace Vehicle #107, on January 22, 2015, staff negotiated a final price including sales tax of \$17,249.15 for a 2011 Ford Escape via internet offering. See attached memorandum for further details.

Budget:

City staff estimates to receive approximately \$2,800 from the Association of Washington Cities Insurance Authority for Vehicle #107 damage claim which will be deposited into the general fund. To purchase the 2011 Ford Escape replacement vehicle, a budget amendment of \$18,000 is needed to transfer funds from the motorcycle to police vehicle line item within the Fleet and Equipment CIP.

RECOMMENDED ACTION

Motion:

I move that the City Council accept the Police Vehicle #107 Replacement Report and amend the CIP to authorize the purchase of a replacement police vehicle.



City of Bainbridge Island

**PUBLIC WORKS OPERATIONS AND
MAINTENANCE**

MEMORANDUM

DATE: January 23, 2015

TO: Doug Schulze City Manager

THROUGH: Barry Loveless, Public Works Director

FROM:  Aaron Claiborne, Project Coordinator

RE: Police Vehicle 107 Replacement

In late 2014 vehicle 107 (unmarked 2007 Chevy Impala-Police Detective) was in an accident and determined to be totaled. The vehicle was insured for \$8,500 and the total amount the City is expected to receive is approximately \$2,800 (\$8,500 minus \$5,000 deductable, \$700 salvage fee and taxes). This money will be deposited into the General Fund. Staff is proposing to use the remaining balance of funds (\$18,000) from the Capital Improvement Plan- motorcycle procurement to pay for a used vehicle to replace vehicle 107.

Using Bainbridge Island Municipal Code (B.I.M.C.) 3.72.020 (D) staff through an Internet offering found a 2011 Ford Escape and negotiated a retail price of \$15,805 and total cost of \$17,249.15. The Kelly Blue Book fair market ranges based on condition from \$14,759 to \$18,074 at retail. The median fair retail purchase price at Kelly Blue Book is \$16,417. Staff determined that the 2011 Ford Escape retail price of \$15,805 in excellent condition was at a price lower than the average conventional market value.

Pursuant to B.I.M.C. 3.72.020 (D) this will be taken to City Council within twenty days providing a summary report of the purchase.

Home > Car Values > Ford > Escape > 2011 > Style > Options > Condition >

Ford Escape 2011 Go

XLT Sport Utility 4D



Edit options Change style

2011 Ford Escape

2010 2011 2012 New 2015 Style: XLT Sport Utility 4D



View all
4 photos

Mileage: 42,000 Change

Like this car

pricing photos specs kbb expert review consumer reviews ratings compare

Used Car Prices

See Trade-In/Sell Values

Buy from
a Dealer

Buy Certified
from a Dealer

Buy from a
Private Party

Print report



**New Car Savings
Alert from Nissan**

Get \$3,000 off on a
new 2014 Titan Crew Cab

Offer details

Limited time offer from Nissan.

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Recently Viewed Cars | My Saved Cars | Save car



Date 01/22/2015

Residence phone (_____) (202) 730-1303 Business phone (_____) _____

Title Brands/Comments (if applicable): _____ REBUILT _____ JUNK _____ SALVAGE/REBUILT _____ DESTROYED

PERSONAL ☒ BUSINESS ☐

SIGNATURE (DO NOT INITIAL)

PURCHASER AGREES THAT THIS ORDER INCLUDES ALL OF THE TERMS AND CONDITIONS ON BOTH THE FRONT AND REVERSE SIDE HEREOF, INCLUDING BUT NOT LIMITED TO THE PURCHASER'S WARRANTIES CONTAINED IN PARAGRAPH 1 ON THE REVERSE SIDE. IF THIS ORDER IS FOR A USED VEHICLE, THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS ALSO A PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Council Liaisons to Citizen Advisory Committees	Date: February 10, 2014
Agenda Item: Council Discussion	Bill No.: 15-026
Proposed By: Mayor Anne Blair	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

The Bainbridge Island Governance Manual Section 2.26 allows, with Council approval, a Councilmember to serve for a calendar year as the Council's Liaison (i.e. representative) to an organization. A Liaison is responsible for facilitating communication, collaboration and accountability to the Council. There are typically Councilmember Liaisons to four types of organization:

- A county-wide or regional policy or governing body or intergovernmental organization (such as the Kitsap Regional Coordinating Council)
- A community organization (such as an arts, business or social service organization)
- A governing or inter-agency board functioning in the city (such as the Parks Board or Intergovernmental Working Group – IGWG); and
- A citizen board, commission or committee of the City, whether or not the charter call for an ex officio Council member (such as the Utility Advisory Committee or Lodging Tax Advisory Committee).

An updated spreadsheet is attached.

RECOMMENDED ACTION

Motion:

I move that the City Council affirm Council Liaisons to Citizen Advisory Committees as discussed.

CITIZEN COMMISSION / COMMITTEE LIAISONS

Commission / Board / Committee	Date	Time	2014	2015
Ethics Board	Third Monday	6:30 pm	n/a	
Harbor Commission	fourth Tuesday	5:00 pm	Ward	
Historic Preservation Commission	first Thursday	2:00 pm	Blair	
Planning Commission	second/fourth Thursday	7:00 pm	Blossom	
Environmental Technical Advisory Committee	second Wednesday	3:00 pm	Ward (Bonkowski)	
Housing Trust Fund Executive Committee	not meeting			
Lodging Tax Advisory Committee	Autumn	tbd	Blossom Townsend	
Non-Motorized Transportation Advisory Committee	first Wednesday	7:00 pm	Roth Tollefson	
Road Ends Advisory Committee	second Monday	7:00 pm	Blair	
Utility Advisory Committee	second/fourth Monday	5:30 pm	Ward (Tollefson)	

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Appointments to Vacant Regional Committees – CENCOM and Puget Sound Regional Council TransPol (Alternate)	Date: February 10, 2015
Agenda Item: Council Discussion	Bill No.: 15-027
Proposed By: Mayor Anne Blair	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

Background:

The Bainbridge Island Governance Manual Section 2.26 allows, with Council approval, a Councilmember to serve for a calendar year as the Council's Liaison (i.e. representative) to an organization. A Liaison is responsible for facilitating communication, collaboration and accountability to the Council. There are typically Councilmember Liaisons to four types of organization:

- A county-wide or regional policy or governing body or intergovernmental organization (such as the Kitsap Regional Coordinating Council) – note: when serving the Council appointees holds the responsibility as a governor for that organization; and
- A community organization (such as an arts, business or social service organization)
- A governing or inter-agency board functioning in the city (such as the Parks Board or Intergovernmental Working Group – IGWG); and
- A citizen board, commission or committee of the City, whether or not the charter call for an ex officio Council member (such as the Utility Advisory Committee or Lodging Tax Advisory Committee).

At their January 15, 2014 meeting, Councilmembers discussed the existing list and potential additions. An updated spreadsheet is attached.

RECOMMENDED ACTION

I move that the City Council affirm the Regional Appointments as discussed.

COBI REPRESENTATION ON REGIONAL BOARDS / AGENCIES

County/Regional	Date	Time	2014	2015
CENCOM/DEM Boards	alternating third Tuesday	11 am-12:30 pm	Ward (Blair)	
Kitsap Public Health District Board	first Tuesday	1:45 pm – 2:45 pm	Blossom	Blossom
Housing Kitsap Board	first Tuesday	1:00-3:30 pm	Tollefson	Tollefson
Kitsap Regional Coordinating Council (KRCC) Board	fourth Tuesday	8:00 am- 12:00 pm	Blair/Bonkowski Roth (Alternate)	Blair/Roth Bonkowski (Alternate)
KRCC Executive Board	second Tuesday	9:30 -11:00 am	Bonkowski	Roth
KRCC TransPOL	second Thursday	2:30-4:30 pm	Bonkowski Tollefson	Bonkowski Tollefson
KRCC Housing Authority Action Team	?	?	Tollefson	
Kitsap Transit	first Tuesday	8:00-10:00 am	Blair	Blair
Puget Sound Regional Council (PSRC) Transportation Policy Board	second Thursday	9:30-11:30 am	Bonkowski Tollefson	Bonkowski Scott*
PSRC General Assembly	Annually	tbd	All	All
Kitsap Economic Development Alliance	2/19, 3/19, 5/21, 9/17, 12/17	3:00-6:00 pm	Blair	
KEDA Kitsap Aerospace Defense Alliance	?		Bonkowski	
Puget Sound Partnership (West Sound Local Integrating Organization)	tba	tba	Blair Ward	Blair Tollefson*

*pending Council confirmation

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Ordinance No. 2015-02 Amending the Animal Control and Parks Titles of the BIMC to prohibit dogs at large on public property and property not belonging to the dog's owner	Date: February 10, 2015
Agenda Item: Work Session	Bill No.: 13-092
Proposed By: Executive	Referral(s):

BUDGET INFORMATION

Department: Legal	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

Background:

Presently, the Bainbridge Island Municipal Parks and Recreation District (BIMPRD) prohibits dogs off-leash on BIMPRD property except for Strawberry Hill Dog Park. The BIMC currently defines 'at large' as "off the owner's premises and/or out of visual contact of the owner unless under physical and/or immediate effective voice or signal control of a competent person." Accordingly, under the City's code, dogs can be off-leash on City property if under voice command, but not off-leash on school or park property (except for at designated off-leash times and locations).

On January 6, 2015, the City Council discussed the extent to which – if at all - it wishes to impose leash regulations on animals other than dogs and whether it wishes to allow dogs off-leash but under voice control on city property. The City Council directed staff to amend the City's Animal Control and Park regulations to require that dogs be leashed while on City property, BIMPRD property (except in designated off-leash times and areas), BISD property, or on private property not belonging to the dog's owner. The City Council also provided direction that it does not wish to impose leash restrictions on cats and other animals except dogs.

Discussion:

The attached ordinance amends the Animal Control chapter of the BIMC to define a dog "at large" as a dog not on a leash while on public property or private property not belonging to the dog's owner. The amendment adds a definition of "public property" which includes City rights-of-way and property, BIMPRD property, and BISD property. The amendment revises the Park regulations so that the definitions of "at large" within the Animal Control chapter and the Parks chapter are consistent, and the amendment eliminates redundant "at large" sections in both chapters.

Also attached is a memorandum from Eric Stevens, Executive Director of the Kitsap Humane Society, which summarizes the benefits of requiring that dogs be leashed on public property; the memorandum also identifies strategies the City and the BIMPRD may face in implementing new leash and physical control regulations. The memorandum offers strategies for meeting these challenges, as well as provides specific costs for additional Humane Society services.

RECOMMENDED ACTION

Discussion item.

ORDINANCE NO. 2015-02

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to dogs on public property and amending Sections 6.04.010, 6.04.030, 6.04.100, 12.20.030 and 12.20.070 of the Bainbridge Island Municipal Code (BIMC).

WHEREAS, the City desires to require that dogs be leashed while on public property and while on private property not belonging to the dog's owner;

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

Section 1. Section 6.04.010 of the Bainbridge Island Municipal Code is hereby amended to add a new definition, "public property" to read as follows:

"Public property" shall mean City of Bainbridge Island rights-of-way, property owned by the City of Bainbridge Island, property owned by the Bainbridge Island Metropolitan Park & Recreation District, and property owned by the Bainbridge Island School District.

Section 2. Section 6.04.010.8 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

8. ~~"At large" means off the owner's premises and/or out of visual contact of the owner unless under physical and/or immediate effective voice or signal control of a competent person.~~ "At large" means a dog on public property or private property not owned or leased by the dog's owner except when the dog is on a leash or chain no longer than 6 feet in length or within the bounds of an established off-leash area.

Section 2. Section 6.04.030 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

6.04.030 Running at large.

It is unlawful for the owner of an animal to permit the animal, whether licensed or not, to run at large as defined in BIMC 6.04.010.8. ~~in any park, public beach, pond, fountain or stream, or upon a public playground, school grounds, or in a public building. An animal in violation of this section is declared to be a nuisance and may be seized and impounded. This section shall not apply to cats or owners of cats, and shall not prohibit a person from walking or exercising an animal, when such animal is on a leash and proper safeguards are taken to protect the~~

~~public and property from injury or damage by the animal. (Ord. 91-41 § 2, 1991)~~

Section 3. Section 6.04.100 of the Bainbridge Island Municipal Code is deleted in its entirety:

~~6.04.100 Animal at large.~~

~~It is unlawful for the owner of an animal to permit the animal, whether licensed or not, to run at large, at any time. An animal at large is declared to be a nuisance and may be seized and impounded. This section shall not apply to cats or owners of cats.~~

Section 4. Section 12.20.030 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

12.20.030 Park property.

No person in a park shall:

A. Buildings and Other Property.

1. Disfigurement and Removal. Willfully mark, deface, disfigure, injure, tamper with, or displace or remove, any building, bridges, tables, benches, fireplaces, railings, paving or paving material, water lines or other public utilities or parts or appurtenances thereof, signs, notices or placards whether temporary or permanent, monuments, stakes, posts, or other boundary markers, or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal,

2. Restrooms and Washrooms. Fail to cooperate in maintaining restrooms and washrooms in a neat and sanitary condition,

3. Removal of Natural Resources. Dig, or remove any beach sand, whether submerged or not, or any soil, rock, stones, trees, shrubs or plants, down-timber or other wood or materials, or make any excavation by tool, equipment, blasting, or other means or agency,

4. Erection of Structures. Construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public service utility into, upon, or across such lands, except on special written permit issued under this chapter;

B. Trees, Shrubbery, Lawns.

1. Injury and Removal. Damage, cut, carve, transplant or remove any tree or plant or injure the bark, or pick the flowers or seeds, of any tree or plant; nor shall any person attach any rope, wire, or other contrivance to any tree or plant. A person shall not dig in or otherwise disturb grass areas, or in any other way injure or impair the natural beauty or usefulness of any area,

2. Climbing Trees, etc. Climb any tree or walk, stand or sit upon monuments, vases, fountains, railing, fences or upon any other property not designated or customarily used for such purposes,

3. Hitching of Animals. Tie or hitch a horse or other animal to any tree or plant;

C. Wild Animals, Birds, etc.

1. Hunting. Hunt, molest, harm, frighten, kill, trap, chase, tease, shoot or throw missiles at any animal, reptile or bird, nor shall he remove or have in his possession the young of any wild animal, or the eggs or nest, or young of any reptile or bird,

2. Feeding. Give or offer, or attempt to give, to any animal or bird any tobacco, alcohol or other known noxious substances;

D. ~~Dogs~~-Dog at Large. Allow a dog to run at large. "At large" has the same meaning as set forth in BIMC 6.04.010.8. ~~Such dog must be on leash or within immediate control of the person.~~

Section 5. Section 12.20.070 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

12.20.070 Behavior.

No person in a park shall:

A. Intoxicating Beverages. Have entered or be under the influence of intoxicating liquor;

B. Fireworks and Explosives. Brought, or have in his possession, or set off or otherwise cause to explode or discharge or burn, any firecrackers, torpedo, rocket, or other fireworks or explosives of inflammable material, or discharge them or throw them into any such area from land or water adjacent thereto. This prohibition includes any substance, compound, mixture, or article that in conjunction with any other substance or compound would be dangerous from any of the foregoing standpoints;

~~C. Domestic Animals. Have been responsible for the entry of a dog or other domestic animal into areas other than automobile parking concourses and walks immediately adjacent thereto; and in such other areas as may be clearly marked by signs bearing the words "Domestic Animals Permitted in This Area." Nothing in this section shall be construed as permitting the running of dogs at large. All dogs in those areas where such animals are permitted shall be restrained at all times on adequate leashes not greater than six feet in length;~~

~~CD. Alms. Solicit contributions for any purpose, whether public or private;~~

~~DE. Fires. Build or attempt to build a fire except in such areas and under such regulations as may be designated by the director. No person shall drop, throw, or otherwise scatter lighted matches, burning cigarettes or cigars, tobacco paper or other inflammable material, within any park area or on any highway, road or street abutting or contiguous thereto;~~

~~EF. Closed Areas. Enter an area posted as "Closed to the Public," nor shall any person use, or abet the use of any area in violation of posted notices;~~

~~EG. Games of Chance. Gamble, or participate in or abet any game of chance;~~

~~GH. Loitering and Boisterousness. Sleep or protractedly lounge on the seat, or benches, or other areas, or engage in loud, boisterous, threatening, abusive, insulting or indecent language, or engage in any disorderly conduct or behavior tending to a breach of the public peace;~~

~~HI. Exhibit Permits. Fail to produce and exhibit any permit from the director he claims to have upon request of any authorized person who desires to inspect the same for the purpose of enforcing compliance with any ordinance or rule;~~

~~IJ. Interference with Permittees. Disturb or interfere unreasonably with any person or party occupying any area, or participating in any activity, under the authority of a permit.~~

Section 6. This ordinance shall take effect and be in force five (5) days from its passage, approval, and publication as required by law.

PASSED BY THE CITY COUNCIL this _____ day of _____, 2015.

APPROVED BY THE MAYOR this _____ day of _____, 2015.

Anne S. Blair, Mayor

ATTEST/AUTHENTICATE:

Rosalind D. Lassoff, CMC, City Clerk

FILED WITH THE CITY CLERK: February 4, 2015
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NUMBER: 2015-02

Leash Law Enforcement on Bainbridge Island and in the BI Parks District

Submitted to:

City of Bainbridge Island
Bainbridge Island Parks District

Submitted by:

Eric Stevens, Executive Director
Kitsap Humane Society

January 7, 2015

I. INTRODUCTION

Kitsap Humane Society (KHS) submits this concept paper/proposal at the request of officials from the City of Bainbridge Island and the Bainbridge Island Parks District, as you consider changes in leash laws and explore the enforcement implications of such changes.

Kitsap Humane Society is the contracted Animal Control authority for Bainbridge Island, with responsibility for enforcing state laws and local ordinances pertaining to domestic animal issues. KHS also handles Animal Control for the rest of Kitsap County (i.e. Unincorporated Kitsap County; the cities of Bremerton, Poulsbo and Port Orchard, and military housing operated by Forest City).

The City of Bainbridge Island has been asked by the Bainbridge Island Parks District to amend its animal control ordinances to conform to the requirement that animals on public properties, such as schools and parks, be required to be under leash or physical control (and not just under voice control). The main impetus for this has been increasing complaints from park users about dogs off leash.

In submitting this concept paper/proposal, Kitsap Humane Society makes no value judgment on this issue - each community has to develop ordinances to reflect local community standards, and we clearly see the merits of the case for and against stricter leash laws.

That said, Kitsap Humane Society can offer the City of Bainbridge Island and the Parks District perspectives on this subject, drawing on our experiences as the local animal control authority. This paper will briefly touch on:

- Rationale for leash laws and leash law enforcement
- Goals of leash law change and enforcement
- Challenges/strategies for leash law changes and enforcement
- What Kitsap Humane Society can provide the City and Parks District
- Costs

To discuss further, please contact Eric Stevens, Executive Director, Kitsap Humane Society at either 360-692-6977 ext. 1115, or 206-949-1886, or at executivedirector@kitsap-humane.org

II. RATIONALE FOR LEASH LAWS AND LEASH LAW ENFORCEMENT

Laws that require dogs to be on leash are commonplace all over the country. Bainbridge Island is the only jurisdiction in Kitsap County that allows dogs to be off-leash under voice command in areas other than the owner's own property or designated off-leash areas, such as dog parks.

At the same time, dogs love to exercise and run free, and having the opportunity to be off-leash is a pleasure that both dogs and their owners enjoy together, as Councilman Tollefson noted at the January 6th City Council meeting.

But as the human population grows, and more people acquire pets, our local pet population continues to grow as well. Consider this data: Kitsap Humane Society adopted out 4,515 domestic animals in 2014, an increase of over a thousand animals compared to the year before. With more people and more dogs there are going to be more encounters between dogs and people, dogs and other dogs, dog and farm animals and dogs and horses. While the vast majority of these encounters are positive, because not all dog owners have full physical or voice control over their dogs *in all circumstances*, some encounters can turn negative.

Leash laws generally are used not only as a deterrent to animals being at-large (i.e. off-leash), but as a way to prevent more serious violations. Bainbridge Island Municipal Code defines such violations, e.g.:

- Jumping or barking at pedestrians - Section 6.04.09
- Menacing or aggressive behavior - Potentially Dangerous Animal Level I - Section 6.04.050
- Causing injury or threatening the safety of a human or domestic animal - Potentially Dangerous Animal Level II - Section 6.04.050

Visitors to Bainbridge Island parks have complained (to the Parks District) about dog behavior that may meet the threshold of one or more of the violations listed above, e.g.:

- Walker is afraid of dogs and feels intimidated by an unleashed dog approaching rapidly, not knowing whether that dog is friendly or aggressive.
- Walker approached by exuberant dog that jumps up on them, triggering fear and possible injury.
- Unleashed dog runs ahead of its owner on the trail, rounds a bend, and runs full speed into a walker, causing injury.
- Unleashed dog runs ahead of its owner, encounters walkers or joggers, and the dog's protective instincts cause it to growl, loudly bark and/or lunge at the person. The walker feels threatened and intimidated, not knowing if the dog is going to attack.
- Unleashed dog encounters horse with a rider, starts barking aggressively. Horse becomes scared; rider finds it more difficult to maintain control of the horse, so both horse and rider now feel a threat. In the most serious encounters, dog, horse and/or rider may be seriously injured.

III. GOALS FOR LEASH LAW ENFORCEMENT

- Dog owners and citizens are better educated on the issues
- Increased compliance with leash laws by dog owners
- Good responsiveness by Animal Control to complaints
- Over time, reduced number of serious incidents resulting from dogs off leash
- Increased access to designated off-leash areas for dogs owners and their dogs

IV. CHALLENGES/STRATEGIES FOR LEASH LAW CHANGES AND ENFORCEMENT

The enforcement of leash laws on Bainbridge Island and in the Parks District presents several likely or potential challenges. This grid identifies some of the likely challenges, and strategies for addressing these.

<u>Challenges</u>	<u>Potential Strategies and Solutions</u>
1. BI dog owners accustomed to old rules (i.e. allowing off-leash dogs under verbal command). Some owners may be resistant to change, may not cooperate	• Changing the law will make it illegal • PR/Education (see section below) • Phase-in enforcement program (see section below): warnings, citations • Takes time to change community attitudes and behaviors
2. Historic lack of enforcement within the parks	• PR/Education ○ Printed materials ○ Newspaper and blog postings ○ Volunteers assisting with education / patrols • Phase-in enforcement program (see section below)
3. Lack of existing alternatives for dogs being off-leash (i.e. limited number of dog parks)	• Development of additional off-leash parks geographically distributed ○ Bainbridge needs 3-4 off-leash areas, including some adjacent to walking trails, e.g. Battlepoint Park
4. Currently, KHS Animal Control has limited presence on the island, and cannot respond “in a moment’s notice” due to distance from Silverdale	• Placing an officer full time on the island. • Patrols
5. Added cost of enforcement / limits of BI general fund	• Existing contract will cover some of costs • Modest overall cost increase • BI Parks District potentially sharing in the cost
6. Most dog walking not visible to law enforcement	• Rely on deterrence of laws, education, volunteers and some patrols • Citizens speak up more often to their peers and neighbors
7. Current BI ordinances lacking standard low- to mid-level offenses – may create too much activity at the court/legal level as owners defend themselves.	• Potentially amend animal ordinances to add some lower to mid-level offenses

V. WHAT KITSAP HUMANE SOCIETY CAN PROVIDE AND/OR ASSIST WITH

1. **Ordinance review:** Advise City and Parks District on ordinance changes,
2. **Education and public relations** on new laws
 - Work with City and Parks District on developing the education/PR plan
 - Develop key messages, e.g.:
 - Leash your dog:
 - It's the law
 - Be courteous to your neighbors
 - Develop educational materials – handouts, poster, etc
 - Help recruit, train and engage volunteers to patrol parks, hand out flyers
3. **Enforcement of ordinances:** assign a full-time Animal Control Officer to Bainbridge
 - More accessible for any calls from Bainbridge Island for any offenses
 - Phase-in enforcement;
 - Education – first 60 days
 - Warnings – next 60 days
 - Citations (after initial warnings) – next 60 days
 - Increased enforcement of related violations
4. **Evaluation:** Help measure changes in community attitudes, changes in behavior,

VI. COST of PROPOSED ADDITIONAL SERVICES

Current contract: \$61,470 for 2015. This contract includes such services as:

- Equivalent of about 0.35 FTE Animal Control Officer's time assigned to Bainbridge:
 - Complaint investigation
 - Declaration of dogs as dangerous or potentially dangerous
 - Putting together cases for citations and prosecution
- Emergency services for injured stray animals
- Veterinary care for injured stray or surrendered animals
- Kenneling and care of all stray animals picked up or brought in from Bainbridge
- Redemption of lost pets to their owners
- An adoption program for those pets not reclaimed by owners, with spay/neuter
- Low-cost spay/neuter program for low-income Bainbridge residents
- Includes the cost of 911 CENCOM to handle all complaints
- Includes the cost of Animal Control vehicles
- Includes administrative costs

Proposed additional services:

- Increase to either a 0.8 or 1.0 FTE Animal Control Officer
- Assign an Animal Control Officer largely full time to Bainbridge
 - Both to enforce leash laws
 - Will likely result in increased utilization on Bainbridge of Animal Control services
- City or Parks District to provide a small office for the Animal Control officer
- Will require additional vehicle – will include depreciation/operating costs in contract
- Added cost will be in the range of \$30,000 to \$40,000 depending on specific time/services
 - Could do a permanent addition to contract, or a pilot project

TO: City Council

RE: February 4, 2015 NMTAC Committee meeting

Six members of the Committee, Chris Hammer, BIPRD Liaison Kirk Robinson, and four members of the public attended.

1. Guest John Grinter proposed to lead a volunteer effort to build and improve trails in the City's Lost Valley open space. He asked the Committee to endorse the proposal. Committee members were supportive. Kirk Robinson suggested that the Park District may be willing to build and maintain the trails under an ILA with the City.

2. Chris Hammer made the following reports:

- The Olympic Drive improvement project is moving along with a goal to begin construction work by fall.
- The Waterfront Park Bridge project to replace the decking has been expanded to include structural reinforcement. Cost estimate is now \$61,000 over the CIP approved budget of \$100,000. The Committee supported a request to Council for additional funding.

3. The Committee began its review Chapters 1 & 2 of the Transportation Plan Update. Several members had questions about the relationship of the Plan to the Transportation Element of the Comp Plan update. It was agreed to spend much of its next meeting on Chapter 2 ("Issues, Goals, and Policies").

4. The Committee discussed the Federal TIGER (Transportation Investment Generating Economic Recovery) Grant program which is managed locally by the PRSC. Committee member Don Willott proposed that the City apply for \$277,000 to be used for Phase 2 of the Sound to Olympics (STO) project, with a 50% match from the City.

The grant application is due at PRSC by February 19. The Committee supported the going forward with the application.

Respectfully submitted

Wayne Roth

NMTAC Liaison

2015 PROPOSED COUNCIL CALENDAR ITEMS

Study Session 7 pm					Business Meeting 7 pm				
Absences	Clerk	Department	Timing (min)		Absences	Clerk	Department	Timing (min)	
Morgan Roz	Kelly		25	17-Feb		Roz		25	24-Feb
		PW	30	Stream Typing/Fish Barrier Inventory (Discussion)			CC	20	Kitsap Public Health District Results of EPA-Funded Shoreline Survey Project (2012-2014) Presentation
		PW	15	Water Quality Flow Monitoring Program Flow Station Retrofit/Upgrade (Update)			PD	CA	Interlocal Agreement with Port Gamble Tribe - Police Motorcycles (Approve)
		PD	10	Interlocal Agreement with Port Gamble Tribe - Police Motorcycles (Info.)			PW	CA	Electric Vehicle Charging Station (Approve)
		CC	10	Lodging Tax Advisory Committee Recommendations for 2015 Awards (Info.)			PW	CA	Public Works Vehicle Procurement (Approve)
		CC	10	Housing Resources Board Funding Request (Info.)			CC	CA	Housing Resources Board Funding Request (Approve)
		CC	10	Kitsap Regional Coordinating Council Interlocal Agreements (Info.)			CC	CA	Kitsap Regional Coordinating Council Interlocal Agreements (Approve)
		PW	5	Public Works Contract			CC	CA	Lodging Tax Advisory Committee Recommendations for 2015 Awards (Approve)
				Electric Vehicle Charging Station (Info.)				45	
			115						Work Session
							PCD	45	Options for SMP Monitoring

2015 PROPOSED COUNCIL CALENDAR ITEMS

Absences	Clerk	Department	Timing (min)	Study Session 7 pm		Absences	Clerk	Department	Timing (min)	Business Meeting 7 pm	
	Kelly		25	3-Mar			Roz		25	10-Mar	
		EXEC	20	Transfer of Pritchard Park to BIMPD				CC	5	Proclaiming March 18, 2015 Traumatic Brain Injury Awareness Day	
		EXEC	20	Community Services Funding Framework (Discussion)				EXEC	CA	Transfer of Kitsap County Tidelands to City (Approve)	
		EXEC	15	Transfer of Kitsap County Tidelands to City (Info.)				PW	CA	Lynwood Center Outfall Improvement Project Contract (Approve)	
		PW	10	Public Works Contracts				PW	CA	Groundwater Assessment Professional Services Agreement Contract (Approve)	
				Lynwood Center Outfall Improvement Project (Info.)				PCD	CA	Contract Amendment with Ridolfi - Restoration Project Monitoring, Pritchard Park East & Strawberry Plan Park (Approve)	
				Groundwater Assessment Professional Services Agreement (Info.)				PCD	CA	National Estuary Program (NEP) Watershed Protection & Restoration Grant Program (Approve)	
		PCD	10	Contract Amendment with Ridolfi - Restoration Project Monitoring, Pritchard Park East & Strawberry Plan Park (Info.)					30		
		PCD	10	National Estuary Program (NEP) Watershed Protection & Restoration Grant Program (Info.)						Work Session	
			110						45	Traffic Impact Fees Discussion and Ordinance (Moved from 3/3 Study Session)	
Morgan	Kelly		25	17-Mar		Anne?	Roz		25	24-Mar	
		PW	15	Traffic Impact Fees Discussion(Cont'd) and Ordinance (1st Reading)				PCD	20	Ferncliff Village Subdivision Amendment (Approve)	
		PW	10	Public Works Contracts				PW	CA	Traffic Impact Fees Ordinance (Approve)	
				2015 Asphalt Repair (Info.)				PW	CA	2015 Asphalt Repair (Approve)	
				Interlocal Agreement w/Kitsap County-Data Assessment (Info.)				PW	CA	Interlocal Agreement w/Kitsap County-Data Assessment (Approve)	
		PCD EXEC	20	Wireless Communications Facilities Ordinance (1st Reading)							
		PD	15	Police Department Annual Report (Info.)							
			85							Work Session	
									45	General Sewer Plan Presentation (Consultants)	
				31-Mar							
				5th week - no meeting							

2015 PROPOSED COUNCIL CALENDAR ITEMS

[illegible]

2015 PROPOSED COUNCIL CALENDAR ITEMS

[illegible]