



**REGULAR BUSINESS MEETING
WEDNESDAY, DECEMBER 11, 2013
LOCATION: BAINBRIDGE ISLAND CITY HALL
280 MADISON AVENUE N., BAINBRIDGE ISLAND, WASHINGTON**

AGENDA

Action

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

7:00 PM

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

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

7:05 PM

3. PUBLIC COMMENT

7:10 PM

4. PRESENTATION

7:20 PM WSDOT/FHWA 2013 Award of Excellence of Best City Project, Winslow Way Reconstruction

5. OUTGOING COUNCILMEMBER FAREWELL CEREMONY

7:30 PM

6. PUBLIC HEARINGS

8:15 PM A. Ordinance No. 2013-37, 2014 Budget Adjustments, AB 13-150 – Finance

Conduct Public
Hearing/Consider
Approval
Conduct Public
Hearing/Consider
Approval

B. Ordinance No. 2013-25, Housing Design Demonstration Project Revisions, AB 09-010
– Planning

7. UNFINISHED BUSINESS

8:35 PM A. Receive Lodging Tax Advisory Committee Recommendations on 2014 Funding Awards
– Mayor Bonkowski

Consider Approval

8:45 PM B. Update on Open Water Marina Sublease Renewals and Resolution No. 2013-21 Authorizing
the City Manager to Execute Subleases to Tenants in the Open Water Marina, AB 13-177 –
Executive

Consider Approval

8. CONSENT AGENDA

8:55 PM

A. Accounts Payable Voucher and Payroll Approval

Consider Approval

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

Consider Approval

C. Resolution No. 2013-22, Kitsap Regional Coordinating Council County-Wide Planning
Policies, AB 13-166 – Planning

Consider Approval

D. Rockaway Beach Road Stabilization Project, Construction Supplement Amendment No. 4,
AB 11-061– Public Works

Consider Approval

E. Wardwell Road Drainage Design, Professional Services Agreement, AB 13-168 – Public Works

Consider Approval

F. Yeomalt Area Drainage Phase I Design Professional Services Agreement, AB 13-169 – Public Works

Consider Approval

G. Road Rating Services Contract Award, AB 13-170 – Public Works

Consider Approval

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.

- | | |
|--|-------------------|
| H. Contract for Prosecution Services with the Kitsap County Prosecutor's Office, AB 13-165
– Executive | Consider Approval |
| I. Biosolids Disposal Contract Amendment No. 1, AB 12-057 – Public Works | Consider Approval |
| J. Street and Storm Drainage Spoils Disposal Services Contract Amendment No. 1, AB 12-065
– Public Works | Consider Approval |
| K. Janitorial Non-Professional Services Agreement, AB 13-179 – Public Works | Consider Approval |
| L. Re-appointment and Contract Renewal for Hearing Examiner, AB 11-087 – Executive | Consider Approval |
| M. Ordinance No. 2013-36, 2013 Final Budget Adjustments, AB 13-024 – Finance | Consider Approval |
| N. Ordinance No. 2013-35, Amending the Appointment and Compensation of Police Reserve Officers,
AB 13-156 – Police | Consider Approval |

9. CITY MANAGER'S REPORT
9:00 PM

10. COMMITTEE REPORTS
9:05 PM

11. REVIEW UPCOMING COUNCIL MEETING AGENDAS
9:10 PM

12. FOR THE GOOD OF THE ORDER
9:15 PM

13. ADJOURNMENT
9:20 PM



CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Ordinance No. 2013-37, 2014 Budget Adjustments	Date: December 11, 2013
Agenda Item: Public Hearing	Bill No.: 13-150
Proposed By: Ellen Schroer, Finance Director	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

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

DESCRIPTION/SUMMARY

Action Item:

Consider adjustments to the approved 2014 budget. These adjustments include items proposed by the City Manager and additional items proposed by Council. All adjustments are included in the fund totals provided for approval.

There is one new adjustment included in this version of the budget. The new adjustment eliminates funding associated with change to the Human Resources function, calculated as the difference in the amounts budgeted for the fulltime Executive Assistant/Senior Human Resources Analyst and the fulltime Human Resources Manager. This adjustment reduces the Executive Department budget by \$36,000. It is expected that the 2014 budget will be adjusted at the completion of the planned classification and compensation study, as appropriate.

History:

The City of Bainbridge Island adopted Ordinance No. 2008-11 providing for a biennial budget process for years after 2010, and prepared biennial budgets for the 2011-2012 and 2013-2014 biennia. In December of 2012, the City of Bainbridge Island adopted a biennial budget for 2013 and 2014. In July of 2013, the City adopted Ordinance 2013-23, which provides for a mid-biennial review of the budget and for modifications, as approved by the Council.

The City Manager has proposed a set of adjustments for 2014 to the City Council, and several Council meetings have included budget discussions.

RECOMMENDED ACTION

Motion:

I move that Council approve Ordinance 2013-37, 2014 Budget Adjustments, modifying and adopting a budget for the fiscal year 2014 as the result of the City's mid-biennium review.

ORDINANCE NO. 2013-37

AN ORDINANCE of the City of Bainbridge Island, Washington adopting mid-biennium modifications to the final budget of the City for fiscal year ending December 31, 2014, the second year of the biennial budget

WHEREAS, the City of Bainbridge Island adopted Ordinance No. 2008-11 providing for a biennial budget process for years after 2010; and

WHEREAS, the City of Bainbridge Island adopted a biennial budget for 2013 and 2014 on December 12, 2012; and

WHEREAS, on July 24, 2013, the City adopted Ordinance No. 2013-23 providing for a mid-biennial review of the budget; and

WHEREAS, on September 25, 2013, modifications to the budget were submitted to the City Manager with estimates of revenues, and requests from all departments for expenditures for the fiscal year ending December 31, 2014 (these dates being prior to the dates required by law); and

WHEREAS, the City Manager reviewed the estimates and made such changes and/or additions as he deemed appropriate, and on November 1, 2013, filed the revised preliminary modifications with the City Clerk, and

WHEREAS, the modifications to the biennial budget were presented to the City Council at a City Council meeting on November 6, 2013, and were discussed at City Council meetings on November 13, 20, 25 and December 11; and

WHEREAS, a public hearing was held concerning the modifications to the biennial budget on December 11, 2013 for the purpose of providing information to the public regarding the estimates and programs contained in the preliminary budget and at which hearing all taxpayers were heard who appeared for or against any part of said budget; and

WHEREAS, the City Council met regarding the proposed modifications to the biennial budget on December 11, 2013 for the purpose of adopting a final budget for 2014 and at which meeting the City Council made such changes as it deemed necessary and proper; now, therefore:

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

Section 1. The budget for the fiscal year 2014 is hereby modified and adopted as the result of the City's mid-biennium review. The entire modified budget document is to be placed on file with the office of the City Clerk for public inspection.

Section 2. Attached hereto as Exhibit A (2014) are the totals of budgeted expenditures for each separate fund and the aggregate totals for all such funds combined in summary form for the modified budget.

Section 3. The City Manager may authorize transfers of budget authority within a fund as needed but may not transfer budget authority from one fund to another without the prior approval of the City Council.

Section 4. Because the amounts of revenues and expenditures to be recorded in the Building & Development Services Fund are not clearly fixed and because the Building & Development Services Fund receives operating transfers from the General Fund, this Budget authorizes additional amounts to be spent from the Building & Development Services Fund and to be covered by additional operating transfers from the General Fund provided that the total expenditures for these two funds shall be no more than the amount authorized by this ordinance.

Section 5. A complete copy of the final budget for 2014, as modified by the mid-biennium review, together with a copy of this ordinance shall be transmitted by the City Clerk to the Division of Municipal Corporations of the Office of the State Auditor and to the Association of Washington Cities.

Section 6. This ordinance shall take effect on January 1, 2014.

PASSED by the City Council this ___ day of December, 2013.

APPROVED by the Mayor this ___ day of December, 2013.

Steven Bonkowski, Mayor

ATTEST/AUTHENTICATE:

Rosalind D. Lassoff, City Clerk

FILED WITH THE CITY CLERK:	November 20, 2013
PASSED BY THE CITY COUNCIL:	December __, 2013
PUBLISHED:	December __, 2013
EFFECTIVE DATE:	January 1, 2014
ORDINANCE NO.:	2013-37

**CITY OF BAINBRIDGE ISLAND - 2014 CITY COUNCIL BUDGET
SUMMARY BY FUND**

Exhibit A
ORDINANCE NO. 2013-37
ADOPTING THE 2014 BUDGET

<u>CITY FUNDS</u>	<u>2014 EXPENDITURES</u>
001 GENERAL FUND	17,808,551
101 STREET FUND	3,057,930
103 REAL ESTATE EXCISE TAX FUND	1,578,060
104 CIVIC IMPROVEMENT FUND	110,000
108 AFFORDABLE HOUSING FUND	77,582
151 FAR-PUBLIC AMENITIES	-
152 FAR-FARMLAND/AGRICULTURE	-
201 GO BOND FUND	2,685,530
203 LID BOND FUND	45,883
301 CAPITAL CONSTRUCTION FUND	5,415,000
302 LID CAPITAL CONSTRUCTION FUND	-
401 WATER OPERATING FUND	1,381,716
402 SEWER OPERATING FUND	8,403,063
403 STORM & SURFACE WATER FUND	2,789,627
407 BUILDING & DEVELOPMENT FUND	2,129,062
TOTAL EXPENDITURES	45,482,003



2014 Budget

December 11, 2013

2014 Budget Adjustments

Tonight's topic:

- Final consideration of 2014 Budget
- Council will adopt an appropriation for each fund, the accumulated result of all adjustments presented to and approved by Council

2014 Budget Adjustments

Final 2014 budget adjustments:

- Capital
- Technical
- Additional adjustments
- Council and Work Plan Priority

2014 Budget Adjustments

Capital adjustments

- Reflects CIP discussed this fall
- Incorporates Council guidance received since November 6

2014 Budget Adjustments

Technical adjustments - same as presented November 6

- Update beginning fund balances
- Update revenue forecasts, and expenditure for items such as COLA and health care
- No changes to these adjustments since November 6

2014 Budget Adjustments

Other adjustments – approved by Council after November 6

- Public Art Conservation - \$10,000
- Emergency Rental Assistance administration – budget-neutral
- Main Street Tax Credit Program: \$10,000
- Kitsap Economic Development Association (KEDA): \$2,500

2014 Budget Adjustments

Council and work plan priority adjustments – as presented November 6

- Set of citywide personnel changes
 - Net change 1.33 FTE
 - Includes funding for new internship program
- Funding for community visioning process

2014 Budget Adjustments

Council and work plan priority adjustments – Proposed change

- Eliminate adjustment funding fulltime Human Resources Manager (\$36,000), pending results of Classification-Compensation Study
- If appropriate, Human Resources Manager retroactive pay will be provided through a budget amendment in 2014
- Request Council motion to affirm reduction

2014 Budget Adjustments

Next steps

- Council discussion
- Approval of 2014 Budget as modified by mid-biennial process

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Ordinance 2013-25 Housing Design Demonstration Project (HDDP) Program Revisions	Date: December 11, 2013
Agenda Item: Ordinances/ 2 nd Reading / Public Hearing	Bill No.: 09-010
Proposed By: Planning Director Kathy Cook and Special Project Planner Jennifer Sutton	

BUDGET INFORMATION

Depart/Fund:

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

REFERRALS/REVIEW

1 st Reading: November 6 th & 25 th , 2013	Recommendation: Forward to 2 nd Reading/ Public Hearing December 11, 2013
City Manager ☐ Yes ☐ No ☒ N/A	Legal ☒ Yes ☐ No N/A Finance ☐ Yes ☐ No ☒ N/A

DESCRIPTION/SUMMARY

Action Item:

Hold 2nd Reading/ Public Hearing on Ordinance 2013-25, and answer any questions the City Council may have on the revisions to the Housing Design Demonstration Project program.

Background:

The City Council discussed Ordinance 2013-25 at a study session on October 16th, and at 1st Reading on November 6th and 25th. During that review, the City Council requested that the HDDP Ad Hoc Committee meet to discuss several outstanding issues. The Ad Hoc Committee met on November 12th and 15th, and was able to come to consensus about questions on the fundamental issues of affordable housing, density incentive levels, and not including the Neighborhood Service Center (NSC) zones in the HDDP program. At the November 25th meeting, the City Council discussed the changes developed by the Ad Hoc Committee and highlighted in the draft Ordinance 2013-25. The City Council did not make any changes to draft Ordinance 2013-25 at that meeting.

The City Council held 1st Reading on this ordinance on November 13th and 25th and forwarded it on to 2nd Reading/ Public Hearing on December 11th.

RECOMMENDED ACTION

I move to approve Ordinance 2013-25, approving revisions to the HDDP program.

City of Bainbridge Island
PLANNING & COMMUNITY DEVELOPMENT



MEMORANDUM

TO: City Council

FROM: Kathy Cook, Planning Director
Jennifer Sutton, Special Projects Planner

DATE: December 11, 2013

RE: Revisions the Housing Design Demonstration Project (HDDP) Program
City Council Public Hearing and 2nd Reading—December 11, 2013

The City Council began their review of Ordinance 2013-25, revising the Housing Design Demonstration Project program, at a study session on October 16th and 1st Reading on November 6th. After discussion of the ordinance at the November 6th meeting, the Council directed that the Ad Hoc Committee reconvene to revisit the issues of including the Neighborhood Service Center areas in the HDDP program, HDDP density incentives, affordable housing requirements, and the stormwater management techniques in the Site Development Category. The Ad Hoc Committee was able to meet, and come to consensus on those outstanding issues. The City Council discussed Draft Ordinance 2013-25 and the Ad Hoc Committee's recommendations at a second 1st Reading on November 25th, and did not suggest any additional changes to the program at that time.

The public hearing/ 2nd Reading was scheduled for December 11th, and the public hearing was properly published in the newspaper on November 29th.

Attachments

- A. Draft Ordinance 2013-25
- B. Written Public Comment

ORDINANCE NO. 2013-25

AN ORDINANCE of the City of Bainbridge Island, Washington, updating the Housing Design Demonstration Project program and amending Bainbridge Island Municipal Code Sections 2.14.020, 2.16.020, 18.09.020, 18.09.030, and 18.36.030.

WHEREAS, the City of Bainbridge Island has the authority to adopt zoning provisions pursuant to RCW 36.70A.390; and

WHEREAS, on August 12, 2009, the City Council adopted Ordinance No. 2009-06, establishing a pilot Housing Design Demonstration Project (HDDP) program to allow for the development of a limited number of projects to increase the variety of housing choices available to residents of all economic segments and to encourage sustainable development through the use of development standard incentives; and

WHEREAS, Ordinance No. 2009-06 established a sunset date of August 26, 2012 for the HDDP program; and

WHEREAS, the City Council approved Ordinance No. 2012-09 on July 18, 2012 extending the HDDP program until the end of 2013, to allow time for the City to further evaluate the program; and

WHEREAS, the City Council convened an Ad Hoc Committee made up of a Planning Commissioner, three City Council members, a Design Review Board member, and a representative from the Housing Resources Board to evaluate and make recommendations on the HDDP program; and

WHEREAS, the Ad Hoc Committee met 10 times between October 2012 and April 2013 and produced a variety of recommendations to improve the HDDP program; and

WHEREAS, the Planning Commission conducted study sessions on July 11 and 25, and August 8 and 22, 2013 to review the recommendations from the HDDP Ad Hoc Committee, and

WHEREAS, the Planning Commission conducted a public hearing on September 26, 2013 and forwarded their recommendation to the City Council; and

WHEREAS, the City Council conducted a public hearing on the proposed changes to the HDDP program on December 11, 2013; and

WHEREAS, notice was given on September 18, 2013 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 2.14.020.B of the Bainbridge Island Municipal Code is amended to read as follows:

2.14.020 Planning commission.

B. Duties and Responsibilities. Pursuant to the provisions of Chapter 35A.63 RCW, there is established within the city a planning commission that shall have the following duties and responsibilities:

1. Participate in the preparation and review of the comprehensive plan for the city; and
2. Review and make recommendations on all applications for amendments to the comprehensive plan, official zoning map and official zoning ordinance of the city pursuant to Table 2.16.010-1; and
3. Review and make recommendations on all housing design demonstration project applications pursuant to BIMC 2.16.020.Q, including those housing design demonstration project applications involving land subdivision, based on a comprehensive review of the project at a public meeting; and
- ~~4~~ 3. Such other advisory duties as may be assigned to it by the city council or the mayor, or as specified in the BIMC.
- ~~5~~ 4. The title “planning commission” is substituted for the title “planning agency” in all city ordinances and other documents approved prior to the effective date of the ordinance codified in this chapter.
- ~~6~~ 5. Create the planning commission agenda per director recommendation.

Section 2. Section 2.16.020.F of the Bainbridge Island Municipal Code is amended to read as follows:

2.16.020 General Provisions

F. Design Review Board Review.

1. The design review board shall review and make recommendations on all land use applications as set forth in this section. This design process reflects a collaborative effort between an applicant, the design review board, and the community to better incorporate the vision of the city as outlined in the adopted comprehensive plan and regulations. (See Table 2.16.010-1.)
2. In order to identify potential design issues and opportunities, planning staff shall direct a prospective applicant to meet with the board during the conceptual stages of development formulation. This initial review is ~~optional, but~~ strongly recommended, and shall occur prior to the proposal’s preapplication conference. The applicant shall submit

conceptual drawings and diagrams as well as site information (topographic, existing development, surrounding development, and critical area information). Following this optional, initial review, an applicant may proceed with the design of the project, including development of the site plan and elevations that must be submitted as part of the preapplication materials.

3. Subsequent to submittal of preapplication materials, the board shall review a proposal for conformance with applicable design guidelines. ~~For housing design demonstration projects, the board shall evaluate the criteria outlined in subsection Q.4 of this section in addition to any applicable design guidelines.~~ The board's written recommendations shall be attached to the formal preapplication letter generated by planning staff.
4. Subsequent to submittal of the site plan and design review and/or conditional use permit application, the board shall review a proposal for incorporation of the board's previous comments into the project's design. For all housing design demonstration projects, including subdivisions, the board shall serve in an advisory and review capacity, in addition to analyzing any applicable design guidelines ~~also evaluate the criteria outlined in subsection Q.4 of this section.~~ At the conclusion of its consideration, the board shall submit to the director a recommendation of approval, approval with modifications, or denial of the application based on compliance with design guidelines. The director shall consider the board recommendation prior to making a decision on the application.
5. A board recommendation is not a decision and there is no city appeal of the recommendation.

Section 3. Section 2.16.020.Q of the Bainbridge Island Municipal Code is amended to read as follows:

2.16.020Q. Housing **Design Demonstration** Projects——

1. Purpose and Goals

~~The purpose of this section 2.16.020.Q is to allow the development of a limited number of housing design demonstration projects to that increase the variety of housing choices available to residents across underserved portions of all the socio-economic spectrum, segments and to promote compact, low-impact encouraging sustainable development through the use of development standard incentives where it is most appropriate. Further, its purpose is The goals of this chapter are to encourage high quality and innovation in building design, site development, and 'green' building practices.~~

The goals of this program are to in housing projects by increasing the housing supply and the choice of housing styles available in the

community; ~~by to promoting socio-economic diversity by adding to the stock of income-qualified housing; to encourage development of in housing affordability and choice by encouraging smaller homes, at reasonable prices, in neighborhoods attractive to a and more varied home sizes and mixes of income and age levels; and by promoting high quality design to demonstrate that innovative design and building techniques (conserving water and energy, using sustainably sourced materials, limiting environmental impacts) are compatible with market considerations.~~

~~An additional goal is to encourage the use of innovative site development practices and green building practices by encouraging the use of conservation design methods and principals such as, low impact development techniques, green building materials, and water and energy conservation, and mitigation that offsets impacts to biodiversity. Two final goals are to help identify any zoning code amendments that are necessary to support the development of innovative housing choices on Bainbridge Island, and to identify effective incentives to encourage green building and low impact development standards. The demonstration projects developed under this chapter shall use innovative design and development techniques to achieve these goals.~~

2. Applicability

This section 2.16.020.Q is applicable to all properties located within the Winslow Study Area of the Winslow Master Plan and the Winslow Sanitary Sewer System Service Area. An application for a housing design demonstration project may be applied to single-family residential subdivisions, mixed-use/ multifamily and multifamily developments. Since the purpose is to provide housing projects as demonstrations, the city will accept projects for consideration and approval prior to the sunset date of this ordinance. The city will limit acceptance of Tier 3 and 4 density incentive projects outlined in this section to three projects in each Tier.

3. Review and Approval Process

Housing design demonstration project applications shall be reviewed as specified in the same manner as other applications for the same type of underlying land use permit (see BIMC 2.16.030 through 2.16.210), with additional review steps done in the order below as outlined in this subsection.

- a. Conceptual Proposal Review. Applicants proposing a demonstration project shall meet with city staff during the conceptual phase to discuss the goals and evaluation parameters of the proposed project. The conceptual proposal review is an informal discussion between the applicant and city staff regarding a proposed project. There are no required application

materials for this stage. Applicants shall contact the Planning Department staff to request a meeting, and the meeting shall be scheduled by staff for no more than three weeks after the request date. The purpose of the conceptual proposal review is to determine if the proposal is eligible to be considered as an application for a housing design demonstration project and to assist the applicant by identifying (1) requirements for submittal, including types of supplemental materials for application; (2) compliance with applicable city plans, goals, policies, codes, or guidelines and possible revisions to the project that will enhance the proposal with respect to these requirements; (3) areas of Title 18 Zoning and Title 17 Subdivisions where the applicant seeks flexibility; and (4) required plans studies, reports, and /or other materials specific to the proposal that will provide necessary information for staff and the design review board, and to review the project under the criteria outlined in BIMC 2.16.020.Q.4.

- b. Public Participation Program. The applicant is required to participate in one or more community meetings, either through the City's 1) Public Participation Program following the procedures outlined in Resolution Nos. 2010-32 and 2001-11, or 2) an equivalent public meeting that includes participation by city staff, as approved by the director.
- c. Preapplication Conference. The applicant shall apply for a preapplication conference pursuant to BIMC 2.16.020.G. Housing design demonstration projects shall be reviewed by both staff and the design review board, pursuant to BIMC 2.16.020.F. The applicant shall submit a HDDP proposal consistent with the requirements in the Administrative Manual. The applicant shall consider input received during the public meetings and conceptual review with city staff in the crafting the proposal. The proposal will be evaluated pursuant to BIMC 2.16.020.Q.4 by city staff with and the Design Review Board serving in an advisory role, in addition to their review of applicable design guidelines at one meeting. ~~The evaluation factors outlined in BIMC 2.16.020.Q.4 related to housing diversity and innovative building design practice shall be evaluated by the director, and those related to innovative site development practices shall be evaluated by the director and the design review board.~~ The director shall prepare written findings of facts, and applicants will receive preliminary notification from the director whether the proposal will ~~qualifies~~ as a housing design demonstration project, or feedback about how to improve the proposal to qualify. If the applicant changes the proposal in any significant manner other than a response to feedback from the public meeting, conceptual review, or the preapplication review, an additional preapplication conference may be required.
- d. Application Submittal. An applicant may submit a land use permit application (Subdivision, Site Plan and Design Review, or Conditional Use Permit) for a housing design demonstration project after completion

of a required conceptual and preapplication review and notification by the city that the proposal qualifies as a housing design demonstration project. Upon receipt of an application, the director shall provide notice to the applicant and public in accordance with BIMC 2.16.020.K, and commence the application review process. Housing design demonstration projects that require more than one land use permit must utilize the Consolidated Project Review process outlined in BIMC 2.16.170. All housing design demonstration project applications, including subdivisions, shall be reviewed by the design review board and the planning commission at public meetings. The design review board and the planning commission shall make recommendations on all housing design demonstration projects.

- e. Permit Decision. The decision to approve or deny a housing design demonstration project shall be made as part of underlying land use permit approval. The decision shall be based upon the decision criteria of the underlying planning permit, and the decision criteria outlined in BIMC 2.16.020.Q.5. Housing design demonstration project approval conditions shall be included in the final permit approval and shall address any ongoing compliance requirements including compliance with approved design plans. The city may require that the applicant record covenants to ensure ongoing compliance or maintenance for required project components.
- f. Building Permit. The applicant shall submit a building permit that is consistent with all conditions of the land use permit approval. The applicant shall also submit documentation that the project has applied for required certification by a green building rating system, such as Evergreen Sustainable Development, LEED, or BuiltGreen. Proof of ongoing certification shall be required during construction and project certification must be completed prior to final occupancy.
- g. Living Building Challenge. For projects pursuing the Living Building Challenge standard of the International Living Building Institute, the applicant must show proof of pursuing ongoing certification during construction for all required elements. After construction and prior to issuance of the certificate of occupancy, the applicant must show proof of initial project compliance as to the Site, Materials, Indoor Quality and Beauty/ Inspiration components of the Living Building Challenge and that the project is likely to achieve the elements of energy and water following 12 months of occupancy as required under Living Building Challenge certification. For those elements of energy and water that require occupancy of the building for 12 months for Living Building Challenge certification, the applicant must submit a report to the city following 12 months of occupancy, demonstrating its progress towards meeting these remaining elements of the Living Building Challenge standard. If

certification of those elements has not been achieved, the applicant must provide quarterly reports of progress towards certification of these elements, including additional steps and timeline that will be taken to achieve certification.

4. Evaluation Method

Each project will be evaluated for innovation and achievement of the goals of BIMC 2.16.020.Q using a number of factors. The evaluation factors are divided into three categories. ~~If a project does not meet a required evaluation factor, the applicant is required to provide a written explanation about why the evaluation factor is not appropriate or cannot be met in this instance.~~ Examples of sustainable development methods do not limit other mechanisms of meeting the evaluation factor. ~~The city council will pass a resolution to adopt a quantitative system to implement this evaluation method.~~ Projects that qualify as housing design demonstration projects are eligible to use the flexible development standard incentives outlined in subsections 6 and 7 below. Projects qualifying as a Tier 2, 3, or 4 project are eligible for the residential incentives outlined below and in subsection 8. Tables 2.16.020.Q-1, Q-2, and Q-3 below show how projects are scored to qualify for different Tiers in the Housing Design Demonstration Project program. That evaluation method may include a reference to an established third party green building checklist such as the Evergreen Sustainable Development, Living Building Challenge standard of the International Living Building Institute, LEED or BuiltGreen.

Table 2.16.020.Q-1: Housing Design Demonstration Project Scoring System

Density Incentives	Requirements to Receive Incentives	
	Green Building & Innovative Site Development	Housing Diversity
Tier 4		
<u>2.5 x Base Density</u> <u>OR</u> <u>Max. Bonus Mixed-Use FAR</u>	• <u>Living Building Challenge (ILFI) OR Passive House (Passive House Institute US/ International)</u> • <u>36 Points in Innovative Site Development Practices</u>	• <u>Home size not greater than 1600 sq. ft.</u> • <u>10 pts/ 10% of units affordable housing</u>
Tier 3		
<u>2.5 x Base Density</u> <u>OR</u> <u>Max. Bonus Mixed-Use FAR</u>	• <u>LEED Silver, BuiltGreen 4, or Evergreen Sustainable Development</u> • <u>30 Points in Innovative Site Development Practices</u>	• <u>50% affordable housing</u> • <u>Home size not larger than 1600 sq. ft.</u>

Table 2.16.020.Q-1: Housing Design Demonstration Project Scoring System

<u>Density Incentives</u>	<u>Requirements to Receive Incentives</u>	
	<u>Green Building & Innovative Site Development</u>	<u>Housing Diversity</u>
<u>Tier 2</u>		
• <u>1.5 x Base Density (R-8 & R-14)</u> • <u>2.0 x Base Density not to exceed R-8 density (R-2, R-2.9, R-3.5, & R-4.3)</u> • <u>Max. Bonus Mixed-Use FAR</u>	• <u>LEED Silver, BuiltGreen 4, or Evergreen Sustainable Development</u> • <u>30 Points in Innovative Site Development Practices</u>	• <u>Home size not greater than 1600 sq. ft.</u> • <u>10% of units affordable housing</u> • <u>Projects with ≥ 20 units must get 3 points in “Unit Type” category</u>
<u>Tier 1</u>		
<u>NO Density Bonus</u>	• <u>LEED Certification, BuiltGreen 4, or Evergreen Sustainable Development</u> • <u>16 Points in Innovative Site Development Practices</u>	• <u>Home size not greater than 1600 sq. ft.</u> • <u>4 points (Projects with ≤ 20 units) in “Housing Diversity” category</u> • <u>5 points (Projects with ≥ 20 units) in “Housing Diversity” category</u> • <u>Projects with ≥ 20 units must get 2 points in “Unit Type” category</u>
<u>NOTE: For Tiers 2 & 3 required affordable housing units:</u> ○ <u>Homeownership projects: 50% of required affordable house units should serve $\leq 80\%$ AMI</u> ○ <u>Rental projects: 50% of required affordable house units should serve $\leq 60\%$ AMI.</u>		

Table 2.16.020.Q-2 Housing Diversity Scoring Method

		<u>Affordable Housing</u> Project includes a number of housing units that are designated affordable for a period of fifty years to the spectrum of income levels as defined by BIMC Sections 18.36.030.16 and 18.21.020.A. Rental housing is encouraged by awarding more points for the creation of rental housing.	<u>Unit Size</u> Project includes a variety of unit sizes, excluding garages, that provide for a broad mix of income levels and family size. In order to score a point in a unit size range, the project shall provide at least 10% of the total number units in that range. For example, in a 40 unit development, at least 4 units sized between 1001-1200 ft² would be needed to score points in that range.	<u>Unit Type</u> Unit Type: Project includes a variety of housing unit types (i.e. single-family style, townhouse, flat, age-in-place, ADUs, cottages) or innovative type of housing. In order to score points for different unit types, the project shall provide at least 10% of the total number units of that type. For example, in a 40 unit development of townhomes and duplexes, at least 4 units of townhomes would be needed to score points for having 2 different unit types.																																								
<u>TIER</u>	<u>Total Housing Diversity Points Required</u>	<table><tr><th><u>% of Affordable Units</u></th><th><u>Ownership Value</u></th><th><u>Rental Value</u></th></tr><tr><td>10%</td><td>10</td><td>12</td></tr><tr><td>11-15%</td><td>12</td><td>14</td></tr><tr><td>16-20%</td><td>14</td><td>16</td></tr><tr><td>21-25%</td><td>16</td><td>18</td></tr><tr><td>More than 25%</td><td>20</td><td>22</td></tr></table>	<u>% of Affordable Units</u>	<u>Ownership Value</u>	<u>Rental Value</u>	10%	10	12	11-15%	12	14	16-20%	14	16	21-25%	16	18	More than 25%	20	22	<table><tr><th><u>Unit Size Range</u></th><th><u>Value</u></th></tr><tr><td>< 800 ft²</td><td>1</td></tr><tr><td>801-1000 ft²</td><td>1</td></tr><tr><td>1001- 1200 ft²</td><td>1</td></tr><tr><td>1201-1400 ft²</td><td>1</td></tr><tr><td>1401-1600 ft²</td><td>1</td></tr></table>	<u>Unit Size Range</u>	<u>Value</u>	< 800 ft ²	1	801-1000 ft ²	1	1001- 1200 ft ²	1	1201-1400 ft ²	1	1401-1600 ft ²	1	<table><tr><th><u>Number of Different Unit Types</u></th><th><u>Value</u></th></tr><tr><td>2</td><td>2</td></tr><tr><td>3</td><td>3</td></tr><tr><td>4</td><td>4</td></tr><tr><td>5</td><td>5</td></tr></table>	<u>Number of Different Unit Types</u>	<u>Value</u>	2	2	3	3	4	4	5	5
<u>% of Affordable Units</u>	<u>Ownership Value</u>	<u>Rental Value</u>																																										
10%	10	12																																										
11-15%	12	14																																										
16-20%	14	16																																										
21-25%	16	18																																										
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1401-1600 ft ²	1																																											
<u>Number of Different Unit Types</u>	<u>Value</u>																																											
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3	3																																											
4	4																																											
5	5																																											
		<u>Minimum % Required</u>	<u>Size Requirement</u>	<u>Min. Pts. Required</u>	<u>Min. Pts. Required</u>																																							
<u>4</u>	<u>10 pts</u>	<u>10%</u>	<u>Max. Home size 1600 ft²</u>	<u>NA</u>	<u>NA</u>																																							
<u>3</u>	<u>20 pts</u>	<u>50%</u>	<u>Max. Home size 1600 ft²</u>	<u>NA</u>	<u>NA</u>																																							
<u>2</u>	<u>12 pts (projects <20 units)</u> <u>15 pts (projects ≥ 20 units)</u>	<u>10 %</u>	<u>Max. Home size 1600 ft²</u>	<u>NA</u>	<u>Projects ≥ 20 units must get 3 pts in “unit type”</u>																																							
<u>1</u>	<u>4 pts (projects <20 units)</u> <u>5 pts (projects ≥ 20 units)</u>	<u>NA</u>	<u>Max. Home size 1600 ft²</u>	<u>NA</u>	<u>Projects ≥ 20 units must get 2 pts in “unit type”</u>																																							

Table 2.16.020.Q-3 Innovative Site Development Scoring Method

TIER	Minimum Site Development Point Requirement	Decreasing Stormwater Quantity		Improving Water Quality	Common Open Space			Transportation		
		The project uses a variety of methods to decrease stormwater quantity by a variety of methods, including LID, rainwater collection or reuse methods. Low Impact development approach to storm water management through small-scale decentralized practices that infiltrate, evaporate and transpire rainwater. Invasive species shall not be incorporated into low impact development plantings. Cisterns should be used for irrigation or greywater, and the standard sizing is 1 gallon/0.5 ft² roof area.		Project should limit stormwater runoff from pollution generating surfaces, and treat water quality on site. Low maintenance landscaping that integrates a high proportion of native plants or drought-tolerant plants that are climate and site appropriate. Projects should be carefully designed to minimize disruption to existing appropriate vegetation. To support healthy vegetation, the project provides adequate soil volume to sustain root development.	Project provides well-designed common open space, with at least 5 percent of the gross land area, set aside as open space and designed as an integrated part of the project rather than an isolated element. The common open space must be outside of critical areas and their buffers and required roadside buffers. Appropriate community amenities such as playgrounds, composting and neighborhood gardens promoting the production of locally grown food are encouraged. Resident neighborhood community gardens can be in common open space areas, and shall be appropriately located for solar exposure, and include water availability, soil amenities, and storage for garden tools. Required growing space for neighborhood gardens is 60 square feet per dwelling unit, not including any existing orchard area. Open space dedicated to the public pursuant to the standards of BIMC Sections 17.12.030, A1, A2, A3, A6 & A7 is encouraged.			Project design provides enhanced sensitivity to pedestrian and bicycle travel to promote the people getting around without a car, a reduced carbon footprint, improved health of humans, and lower pollution levels. Project internally preserves existing informal internal connection to external non-motorized facilities, furthering the Non-motorized Transportation Plan (NMTP) and using such solutions as woonerfs, green streets, and natural trails and paths. Project reduces reliance on automobiles and trip counts, and promotes alternative transportation, such as integrating parking and charging facilities for electric cars, or bus shelters.		
4	36	Requirement	Value	Requirement	Value	% of Open Space	Value	Value if Public	Transportation Components	Value
		Project follows WA State DOE 2012 Stormwater Management Manual for Western Washington. No points if required by BIMC.	4	Treat 91% of total runoff volume with 90% TSS removal (Level 1 Treatment)	2	5-10%	2	4	Project preserves, creates or integrates internal and external non-motorized connections.	2
3	30	Project integrates cisterns: % of total roof area directed to cisterns:		Treat 95% of total runoff volume with 90% TSS removal (Level 2 Treatment)	4	11-15%	4	6	Provides public walkways, separated paths, or bike lanes. No points for facilities required by NMTP.	3
		5-10%	1	All Private yard areas < 20% turf	2	16-20%	6	8	On-site car sharing program	1 per each car
2	30	11-20%	2	Project landscaping integrates at least 60% native or drought tolerant plants	2	21-25%	8	10	Electric vehicle charging stations for 3% of vehicle parking capacity.	3
		21-30%	3	Percentage of total parking spaces that are covered (i.e. parking garage, carport):		Greater than 25%	10	12	Covered, consolidated bike parking for subdivisions	3
1	16	Over 31%	4	5-20%	1	Incorporates neighborhood garden	2		Bus Shelter	2
		Number of dwelling units that integrate greywater reuse components into building design:		21-40%	2	Preserves tree that qualifies as a "Heritage tree" under City Program. The tree is not otherwise required to be preserved.	2 per tree			
		10%	1	41-60%	3					
		11-20%	2	61-80%	4					
		21-30%	3	Over 81%	5					
		Over 31%	4							
		Percentage of total roof area qualifying as "green roofs":								
		5-10%	2							
		11-20%	4							
		21-30%	6							
		Over 31%	8							

- a. Housing Diversity. Evaluation will review:
- i. Unit Type: The project includes a variety of unit types, for example, single-family, townhomes, flats, duplex, ~~live/work~~, cottages, age-in-place or accessory dwelling units.
 - ii. Unit Size: The project includes a variety of housing unit sizes that provide for a broad mix of income levels and family size; and
 - iii. Affordable Housing: The project includes housing units that are affordable to the spectrum of income levels as defined in BIMC Chapter 18.21 BIMC, Affordable Housing, except that affordable housing units required for a housing design demonstration project must use the Bremerton-Silverdale Average Median Income (AMI). Designated affordable housing shall remain affordable for 50 years from the time of final inspection on the affordable unit. The applicant shall record covenants that demonstrate how the unit will remain affordable and be managed for 50 years.
- b. Innovative Site Development. Evaluation will review:
- i. ~~Low Impact Development/Storm Water Quantity~~. The project reduces the quantity of storm water produced by a development project. Methods could include using a low impact development approach to storm water management through small-scale decentralized practices that infiltrate, evaporate and transpire rainwater, such as (a) using rain gardens and other water absorbent plant growth media, with drought tolerant native plants, combined with curb cuts and other proven low impact development techniques for rainwater catchment and absorption, to lessen storm water runoff (invasive species shall not be planted; (b) Where there is to be an earthen separation between the street and sidewalk and bioswales, (c) amended soils, reusing greywater within buildings, green roofs, or directing storm water into cisterns for use on site .
 - ii. ~~Impervious Surfaces Storm Water Quality~~. The project reduces water quality impacts from impervious surfaces through use of techniques such as covering pollution-generating surfaces like parking spaces, and treating water to a higher standard than required under the Chapters 15.20 and 15.21 BIMC (a) porous asphalt, paver blocks or large aggregate pervious concrete for parking and highly used bicycle and pedestrian areas; (b) lattice blocks (or similar products) that permit grass growth for fire lanes and overflow parking; (c) crushed stone or brick for lightly used pedestrian paths; and (d) recycled asphalt and recycled concrete in the base course of pervious and/or impervious surfaces.
 - iii. Landscaping. The project uses low maintenance landscaping that integrates a high proportion of native plants or drought-tolerant plants that

are climate appropriate. The project limits the amount of “lawn” in private yards in favor of common open space. Projects are encouraged to use cisterns to collect rainwater for irrigation or garden use.

- iv. Common Open Space. The project provides connected common open space area set aside as active open space and designed and integrated into the project. The open space could include active elements such as a neighborhood garden/ pea patch and composting facilities, or a playground. Critical areas and their buffers and required roadside buffers do not contribute to “common open space” under the housing design demonstration project program.
- v. Transportation. The project (a) uses a design that provides enhanced sensitivity to pedestrian travel; (b) internally preserves existing informal, internal connection to external trail(s), or creates new connections where appropriate, to implement the Non-motorized Transportation Plan (NMTP); (c) reduces reliance on automobiles and trip counts, and promotes alternative transportation and public transit, (d) minimizes the visual dominance of automobiles throughout the project, or (e) the project accommodates needs of alternative vehicles through techniques such as parking and charging facilities for electric cars, locating rechargeable electric vehicle (EV) parking in a conspicuous and preferred location close to a main building entrance, ~~using parking spaces designed for sub-compact vehicles, such as smart™ cars, and integrating a parking space for a vehicle sharing program, such as zipcar™.~~
- ~~vi. Composting: The project designates an area where residents can compost their food and yard waste. The compost area may be located in active open space areas.~~
- ~~vii. Biodiversity: The development addresses biodiversity issues by incorporating development impact offsets as outlined in the policies of the Environmental Element of the Comprehensive Plan.~~
- c. Innovative Building Design. The project is constructed under a green building certification program that requires third-party verification such as the Evergreen Sustainable Development, Living Building Challenge standard of the International Living Building Institute, Passive House Institute US/ International, LEED or the BuiltGreen Program of the Master Builder’s of King and Snohomish Counties. Evaluation will review:
~~Alternative Energy: The project utilizes, at least in part, alternative power and heat technologies including, but not limited to solar, passive solar, wind, and geothermal.~~
~~Energy Efficiency: The project exceeds base energy efficiencies required by the Building Code by integrating energy efficient building design and appliances.~~

~~Water Efficiency: The project uses water efficiently by integrating low-flow water fixtures and/or water re-use systems (i.e. greywater for toilets, landscaping).~~

~~Green Building Materials: The project utilizes sustainable or 'green' building materials internally and externally.~~

~~Accessibility: The project design incorporates access for residents of all ages and mobility inside and outside the home.~~

5. Approval Criteria

In addition to decision criteria required by the underlying planning permit or approval, an application for a housing design demonstration project may be approved if the following criteria are met:

- a. The applicant clearly demonstrates evaluation factors listed in BIMC 2.16.020.Q.4 as shown in the housing design demonstration project scoring system as evaluated by ~~the design review board and the planning department;~~
- b. The applicant has demonstrated how relief from specific development standards, including setback reductions, lot coverage and/or design guidelines, is needed to achieve the desired innovative design and the goals of this chapter;
- ~~c. The project is harmonious in design and appearance with the intended character and quality of development in the immediate vicinity of the subject property, and with the physical characteristics of the subject property;~~
- ~~d.~~ e. The project does not adversely impact existing public service levels for surrounding properties;
- ~~e.~~ f. The project complies with all other portions of the BIMC, except as modified through this housing design demonstration project process;
- ~~f.~~ g. If a project will be phased, each phase of a proposed project must contain adequate infrastructure, open space, recreational facilities, landscaping and all other conditions of the project to stand alone if no other subsequent phases are developed; and
- ~~g.~~ h. The applicant is meeting required housing diversity standards.

6. Development Standard Incentives: Development Projects in the Mixed-Use Town Center

The applicant may request that development standards from Titles 17 and 18 be modified as part of a housing design demonstration project. The city will review the request to modify development standards through the project review process outlined in BIMC 2.16.020.Q.3 ~~and considered in relation to all required decision~~

~~criteria.~~ Requirements of Title 16 may not be modified. The following development standards may be modified.

- a. Minimum lot dimensions and size. Reductions in lot size or dimensions are subject to approval by Kitsap County Health District.
- b. Maximum lot coverage. Maximum lot coverage can be increased by 5% for Tier 1 projects, and 10% for Tier 2 project. For example, for a Tier 1 project in the Madison Overlay District, the 35% lot coverage limit may be increased to 40%. Tier 3 and 4 projects may increase lot coverage above zoning district requirements with no maximum. Increases in maximum lot coverage will be evaluated pursuant to the innovative site development evaluation criteria in BIMC 2.16.020.Q.4.
- c. Open Space. For ~~MUTC demonstration~~ projects developed under BIMC Title 17 Flexible Lot Subdivision, ~~the prescriptive open space requirements in BIMC 17.12.030.A do not apply, and open space incorporated into the project shall be evaluated pursuant to the evaluation criteria in 2.16.020.Q.4. Instead, the project shall integrate at least 50 square feet of open space per unit. The open space shall be located along a public or private street or driveway, or public walkway.~~
- d. Residential Parking. The parking requirements outlined in BIMC 18.15.020 may be modified to require 1 parking space for homes under 800 square feet; 1.5 parking spaces for homes between 800-1,250 square feet. This reduction may not be combined with any other reductions to result in less than 1 space per unit, and additional guest parking may be required pursuant to BIMC Table 18.15.020-1. A limited number of parking spaces may be designed to accommodate alternative fuel or sub-compact vehicles such as smart™ cars, with parking stall dimensional standards reduced from the standards outlined in BIMC 18.15.020.J. The applicants are encouraged to work with neighboring property owners to ensure street parking is not overburdened. If the project is requesting a reduction in required parking through the housing design demonstration project program, then the development shall integrate at least 1 guest parking space for every 5 dwelling units.
- e. ~~Commercial Parking: A reduction in commercial parking requirements may be granted for live-work project proposals that contain integrated living and working space, or other commercial components primarily serving an immediate neighborhood. Proposed reductions shall be reviewed pursuant to provisions for other uses and special cases in BIMC Table 18.15.020-1.~~
- f. ~~Setbacks. Unless required for public safety purposes, such as sight distance, required BIMC Title 18 in any district other than the Mixed-Use Town Center or the High School Road zoning district may be reduced as described below. Additional vegetative landscaping screen may be required by director when reducing setbacks. The section does not supersede lesser setback requirements in the MUTC/HS Road District Zones, as outlined in BIMC 18.12.020-3.~~

Zoning Setback Reductions

- i. Front setback within project: 10 feet
- ii. Rear setback within project: minimum of 5 feet
- iii. Side setback within project: minimum of 5 feet

Subdivision Setback Reductions

- i. All interior subdivision setbacks: 0 feet
- ii. Building to exterior subdivision boundary: 5 feet
- iii. Building to right-of-way or on-site private access: 10 feet

- ~~f. Roadside Buffers. A reduction in required roadside buffers will consider existing vegetation and the buffering provided by surrounding properties.~~
- hf. Building Height. Existing bonus height may be achieved as outlined below. Buildings within the Mixed-Use Town Center or High School Road districts may achieve a maximum building height not to exceed the optional height outlined in BIMC Table 18.12.020-3.

7. Development Standard Incentives: Development Projects in Residential Zones

The applicant may request that development standards from Titles 17 and 18 be modified as part of a housing design demonstration project. The city will review the request to modify development standards through the project review process outlined in BIMC 2.16.020.Q.3. Requirements of Title 16 may not be modified. The following development standards may be modified.

- a. Minimum lot dimensions and size. Reductions in lot size or dimensions are subject to approval by Kitsap County Health District.
- b. Maximum lot coverage. Maximum lot coverage can be increased by 5% for Tier 1 projects, and 10% for Tier 2 projects. For example, for Tier 1 projects in the R-4.3 District, the 25% lot coverage limit may be increased to 30%. Tier 3 and 4 projects may increase lot coverage above zoning district requirements with no maximum.
- c. Open Space. For residentially zoned projects developed under BIMC Title 17 Flexible Lot Subdivision, the prescriptive open space requirements in BIMC 17.12.030.A do not apply. Instead, the project shall integrate at least 400 square feet of open space per unit. The open space shall be located along a public or private street or driveway, or public walkway. This common consolidated open space would be in addition to any protected critical areas or buffers.
- d. Residential Parking. The parking requirements outlined in BIMC 18.15.020 may be modified to require 1 parking space for homes under 800 square feet; 1.5 parking spaces for homes between 800-1,200 square feet. This reduction may not be combined with any other reductions to result in less than 1 space per unit, and additional guest parking may be required pursuant to BIMC

Table 18.15.020-1. A limited number of parking spaces may be designed to accommodate alternative fuel or sub-compact vehicles such as smart™ cars, with parking stall dimensional standards reduced from the standards outlined in BIMC 18.15.020.J. The applicants are encouraged to work with neighboring property owners to ensure street parking is not overburdened. If the project is requesting a reduction in required parking through the housing design demonstration project, then the development shall integrate at least 1 guest parking space for every 5 dwelling units.

- e. Setbacks. Unless required for public safety purposes, such as sight distance, zoning and subdivision setbacks required by BIMC Title 18 may be reduced as described below. Additional vegetative landscaping screen may be required by the director when reducing setbacks.

Zoning Setback Reductions

- i. Front setback to on-site access: 10 feet

Subdivision Setback Reductions

- i. All interior subdivision setbacks: 0 feet
 ii. Building to on-site access: 10 feet

7.8. Density Bonus Incentives

An increase in residential base density may be permitted as outlined in Table 2.16.020.Q-4 below. The city council adopted Resolution No. 2009-25 containing a quantitative evaluation method that links maximum residential bonus density to varying levels of green building and affordable housing provided, as outlined in Table 2.16.020.Q-1 below.

<u>Table 2.16.020.Q-4: Housing Diversity Program Project Density Bonuses</u>	
<u>Tier 4</u>	
<u>2.5 x Base Density</u> <u>Max. Bonus Mixed-Use FAR (all residential)</u>	
<u>Tier 3</u>	
<u>2.5 x Base Density</u> <u>OR Max. Bonus Mixed-Use FAR (all residential)</u>	
<u>Tier 2</u>	
<u>1.5 x Base Density (R-8 & R-14)</u> <u>2.0 x Base Density not to exceed R-8 density (R-2, R-2.9, R-3.5, & R-4.3)</u> <u>Max. Bonus Mixed-Use FAR (all residential)</u>	
<u>Tier 1</u>	
<u>NO Density Bonus</u>	

Table 2.16.020.Q 1: Housing Design Demonstration Project Density Bonuses

Incentives In addition to Flexible Development Standards in BIMC 2.16.020.Q.6		Requirements to Receive Incentives	
		Innovative Site Development (BIMC 2.16.020.Q.4.b) and Innovative Building Design Practices/ Green Building (BIMC 2.16.020.Q.4.c)	Housing Diversity Requirement (BIMC 2.16.020.Q.4.a and 18.21)
TIER 3			
Green	2.5 x Base Density OR Max. Bonus Mixed-Use FAR	Living Building Challenge: Net zero energy and water documentation, Qualifies in all six performance areas with required 16 pre-requisites: site (3), energy (1), materials (5), water (2), indoor quality (3), and beauty and inspiration (2).	NA
Housing	2.5 x Base Density OR Max. Bonus Mixed-Use FAR	LEED Silver, BuiltGreen 4, or Evergreen Sustainable Development AND Achieve Minimum Required Points in Innovative Site Development Practices	50% affordable housing AND Home size not larger than 1600 sq. ft.
TIER 2			
Green	1.5 x Base Density OR Max. Bonus Mixed-Use FAR	LEED Platinum or Gold, or Built Green 5 - For projects pursuing LEED, applicant must check off within the LEED checklist a minimum threshold for 20-30% water use reduction - For projects pursuing Built Green, applicant must achieve 20-30% water use reduction - For projects pursuing LEED or Built Green, applicant shall seek to achieve within the checklist a minimum threshold for 25-30% improved energy performance AND Achieve Minimum Required Points in Innovative Site Development Practices	Home size not greater than 1600 sq. ft. AND 4 points in Housing Diversity category

Table 2.16.020.Q-1: Housing Design Demonstration Project Density Bonuses

Incentives In addition to Flexible Development Standards in BIMC 2.16.020.Q.6		Requirements to Receive Incentives	
		Innovative Site Development (BIMC 2.16.020.Q.4.b) and Innovative Building Design Practices/ Green Building (BIMC 2.16.020.Q.4.c)	Housing Diversity Requirement (BIMC 2.16.020.Q.4.a and 18.21)
Housing	1.5 x Base Density (Zones R-8 & R-14) OR 2.0 x Base Density not to exceed R-8 density (Zones R-2, R-2.9, R-3.5, & R-4.3) OR Max. Bonus Mixed-Use FAR	LEED Silver or Built Green 4 • For projects pursuing LEED, applicant must check off within the LEED checklist a minimum threshold for 20-30% water use reduction • For projects pursuing Built Green, applicant must achieve 20-30% water use reduction • For projects pursuing LEED or Built Green, applicant shall seek to achieve within the checklist a minimum threshold for 20-25% improved energy performance AND Achieve Minimum Required Points in Innovative Site Development Practices	Home size not greater than 1600 sq. ft. AND 10 pts. of affordable housing subcategory AND 17 pts. total in Housing Diversity category
TIER 1			
Green	NO Density Bonus	LEED Certification	NA
Housing	NO Density Bonus	NA	Home size not greater than 1,600 sq. ft. AND 7 points in Housing Diversity category

8. Evaluation Scoring System

For the purposes of implementing this section 2.16.020.Q, city council has adopted an evaluation scoring system in resolution 2009-25 dated November 9, 2009. Evaluation of applications for housing design demonstration programs shall be evaluated pursuant to that scoring matrix as applied to this section

~~2.16.020.Q, and in case of inconsistency between the provisions of that resolution and this section, the provisions of the resolution shall govern. Resolution 2009-25 contains definitions that are to be used only for purposes of the evaluation scoring matrix, and in case of inconsistency between those definitions and the definitions in BIMC 18.36, the provisions in the resolution shall govern, but only as they apply to evaluations for applications for housing design demonstration programs.~~

9. Housing Demonstration Project Visit

In order to learn from the innovative design practices used, all demonstration projects completed under this section 2.16.020.Q shall allow city staff to conduct occasional site tours. City staff will make a request of the property owner prior to conducting a tour and will not access the properties for tours more than once every three months. The site tours will be limited to the exterior and common grounds of the property, and conducted during regular business hours. Visits will be coordinated through the staff and property owner, and the owner will receive written notice no less than two weeks in advance of each visit. Any additional access to private property or at alternative times shall be at the permission and cooperation of the individual homeowner only.

10. Demonstration Period

This section 2.16.020.Q and related provisions of BIMC Title 2, Title 17, and Title 18 shall expire on ~~August 26, 2012~~ December 31, 2016.

Section 4. Section 18.09.020 of the Bainbridge Island Municipal Code is amended as shown in Exhibit A.

Section 5. Section 18.09.030 of the Bainbridge Island Municipal Code is amended to read as follows:

18.09.030 Use Specific Standards

I. Accessory Uses

5. Accessory Dwelling Unit

- a. An Accessory Dwelling Unit may be created within, or detached from, any Single-family Dwelling, whether existing or new, as a subordinate use, where permitted ("P") by this chapter.
- b. In the shoreline jurisdiction, an Accessory Dwelling Unit may be created within, or detached from, any Single-family Dwelling, whether existing or new, as a subordinate use, where conditional ("C") pursuant to this chapter. See BIMC 16.12 for shoreline conditional use process.
- c. Only one Accessory Dwelling Unit may be created per parcel.
- d. No variances shall be granted for an Accessory Dwelling Unit.
- e. One off-street parking space shall be provided in addition to off-street parking that is required for the primary dwelling.
- f. Accessory Dwelling Units shall be designed to maintain the appearance of the primary dwelling as a Single-family Dwelling

containing 800 sq. ft. of floor area or less. If a separate outside entrance is necessary for an Accessory Dwelling Unit located within the primary dwelling, that entrance must be located either on the rear or side of the building.

- g. If an accessory dwelling unit is constructed in conjunction with a garage, the square footage of the garage shall not count towards the 800 square-foot limitation.
- h. An accessory dwelling unit not attached to the single-family dwelling may not contain any accessory use other than a garage.
- i. No recreational vehicle shall be an accessory dwelling unit.
- j. When stairs utilized for the ADU are enclosed within the exterior vertical walls of the building, they shall count towards the floor area of the ADU.
- k. The ADU shall share a single driveway with the primary dwelling.
- l. School impact fees and qualified exemptions from those fees as provided in BIMC 15.28 shall apply.
- m. All other applicable standards including, but not limited to, lot coverage, setbacks, parking requirements, and health district or city requirements for water, sewer, and/or septic must be met.
- n. In the Mixed Use Town Center, new accessory dwelling units are only permitted as part of a housing design demonstration project single-family subdivision approved pursuant to BIMC 2.16.020.Q.

Section 6. Section 18.12.020-3 of the Bainbridge Island Municipal Code is amended as shown in Exhibit B.

Section 7. Section 18.36.030 of the Bainbridge Island Municipal Code is amended to read as follows:

18.36.030 Definitions

Age-in-place: A dwelling qualifies as an age-in-place unit , a specific unit type under the housing design demonstration project program (BIMC 2.16.020.Q), if it qualifies as a “Accessible Dwelling Unit” pursuant to the Building Code , and furthers the ability to live in one's own home and community safely, independently, and comfortably, regardless of age or ability level.

Cottage: A dwelling unit qualifies as a cottage – a specific unit type under the housing design demonstration project program (BIMC Section 2.16.020.Q) – if it has all of the following elements:

- 1. Maximum Unit Size: 1,200 square feet floor area
- 2. 2nd floor area no more than 50% of the 1st floor area
- 3. Pitched roofs with a minimum 4:12 roof pitch
- 4. Maximum Building Height: 20 feet with a roof pitch less than 6:12. See *Building Height* BIMC Section 18.12.050.C. Maximum ridge height is 25 feet.
- 5. Front Porch at least 80 square feet in size, and face a street or common open space.

6. Garages must be detached. Shared carport building with other units or surface parking is allowed.

Neighborhood Community Garden: An area set aside within a development that can be used as a viable growing space for residents of the neighborhood. The area shall have solar exposure, water availability, a tool storage area, and be easily accessible to residents. Preservation of an existing orchard does not count towards the area of a designated neighborhood community garden under the housing design demonstration project program (BIMC 2.16.020.Q).

Section 8. This ordinance shall take effect on January 1, 2014.

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

APPROVED BY THE MAYOR ____ day of _____, 2013.

Steven Bonkowski, Mayor

ATTEST/AUTHENTICATE:

Rosalind D. Lassoff, City Clerk

FILED WITH THE CITY CLERK: October 29, 2013
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NUMBER: 2013-25

Table 18.09.020 Use Table

“P” = Permitted Use
 “C” = Conditional Use
 Blank = Prohibited Use
 “CA” = Conditional Accessory Use
 “T” = Temporary Use

“A” = Accessory Use

Additional Use restrictions for BIMC 16.12 and 16.20 may apply to shoreline or critical area properties

ZONING DISTRICT USE CATEGORY/ TYPE	R-0.4	R-1	R-2	R-2.9	R-3.5	R-4.3	R-5	R-6	R-8	R-14	Winslow Mixed Use Town Center					HSR 1 & 2	NSC	B/I	WD-I	USE SPECIFIC STANARDS 18.09.030
											CC	MA	EA	GATE	FRY					
ACCESSORY USES																				
Accessory Agricultural Education	A	A	A	A	A	A	A										A			I-1
Accessory Agricultural Retail, Minor	A	A	A	A	A	A	A										A			I-2
Accessory Agricultural Retail, Major	CA	CA	CA	CA	CA	CA	CA										CA			I-3
Accessory Agricultural Special Event	A	A	A	A	A	A	A										A			I-4
Accessory Agricultural Tourism	A	A	A	A	A	A	A										A			
Accessory Composting Bin	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Accessory Dwelling Unit (outside shoreline jurisdiction)	A	A	A	A	A	A	A		A	A	A	A	A	A	A	A	A			I-5
Accessory Dwelling Unit (within shoreline jurisdiction)	CA	CA	CA	CA	CA	CA	CA		CA	CA							CA			I-5
Accessory Agricultural Processing and Livestock and Poultry Slaughtering	A	A	A	A	A	A	A										A		A	I-6
Accessory On-site Treatment and Storage Facilities for Hazardous Wastes																	A	A	A	I-7
Accessory Outdoor Storage																	A	A	A	I-8

ZONING DISTRICT DIMENSIONAL STANDARD	Winslow Mixed Use Town Center					HSR I and II	NSC	B/I	WD-I
	Central Core Overlay	Madison Avenue Overlay	Ericksen Avenue Overlay	Gateway Overlay	Ferry Terminal Overlay [See BIMC 18.12.030.C]				
MAXIMUM FAR (Floor Area Ratio) [1]									
Basic Maximum									
Commercial and Other Non-Residential Uses	0.6	0.4	0.3	0.15	0.1	0.3	No Max; Limited by Other Standards		
Residential	0.4	0.4	0.3	0.5	0.4	0.3	No FAR limit: R-2 Standards Apply		
Mixed Use [2]	1.0	0.5	0.5	0.5	0.5	0.3	No Max; Limited by Other Standards		
Maximum With Bonus									
Commercial and Other Non-Residential Uses	1.0	0.6	0.6	0.3	0.2	0.6	Bonus Densities Require Compliance with Section 18.12.030.D	N/A	N/A
								Bonus densities require compliance with BIMC 18.12.030.E	
Residential	1.0	0.6	0.6	1.0	1.1	0.6		N/A	N/A
								Bonus densities require compliance with BIMC 18.12.030.E	
Mixed Use [2]	1.5	1.0	1.0	1.0	1.3 (1.5 pursuant to note [3])	1.0		N/A	N/A
								Bonus densities require compliance with BIMC 18.12.030.E	

EXHIBIT B

ZONING DISTRICT	Winslow Mixed Use Town Center					HSR I and II	NSC	B/I	WD-I
	Central Core Overlay	Madison Avenue Overlay	Ericksen Avenue Overlay	Gateway Overlay	Ferry Terminal Overlay [See BIMC 18.12.030.C]				
DIMENSIONAL STANDARD									
[1] If the existing FAR for a developed property as of May 21, 1998 is higher than the base FAR for that district, then the existing FAR will be considered the base FAR for that developed property. Total FAR may not be exceeded. [2] In mixed use development, the established FAR in the residential and commercial components shall not be exceeded. For the residential FAR Bonus provisions for qualifying Housing Design Demonstration Project, refer to the bonus density provisions in BIMC 2.16.020.Q.8. [3] In mixed use development in the ferry terminal district, an additional 0.2 FAR is permitted in accordance with BIMC 18.12.030.E.7. The additional FAR may be applied to either the residential or commercial component of the mixed use development. [4] When property adjoins a single-family residential zone, building setback shall be in accordance with the landscape ordinance perimeter landscaping requirements. [5] When property adjoins a lower density residential zone, except in the ferry terminal district, north of Winslow Way, for the first 30 feet of the building from the property line of an adjoining lower density residential zone, the building height shall be the building height of the adjoining lower density residential zone. Optional building height allowed in the adjoining lower density residential district through a conditional use permit may be requested for projects within the Mixed Use Town Center and High School Road zones through the site plan review process. For building height requirements in the ferry terminal district, north of Winslow Way, reference BIMC 18.12.030.C. [6] The bonus height is only available for the entire building if parking is located under more than 50% of the building footprint. If parking is located under 50% or less of the building footprint, the bonus may only be used for a portion of the building footprint twice as large as the area with parking located beneath.									

Jennifer Sutton

From: Charles Wenzlau [charlie@wenzlauarchitects.com]
Sent: Tuesday, November 26, 2013 8:27 AM
To: Jennifer Sutton
Subject: HDDP

Hi Jennifer,

I sat down with HRB staff to go over the proposed changes to the innovative site design scoring. Mark Batter, our ED, had a good suggestion we should include. That is projects which provide 100% affordable housing should not be required to score as many points in the innovative site design category. It is evident the changes to the HDDP as currently proposed will certainly add cost, how much is unknown. The challenge is to avoid making it so expensive it becomes cost prohibitive for HRB (and other non-profit developers) to use the HDDP. To that end, I believe the costs will be a challenge at Tier 3. Since this tier provides a high level community benefit with the affordable units, the innovative scoring should be in balance. HRB recommends the following change:

PROJECTS WHICH PRROVIDE 100% AFFORDABLE HOUSING MUST ACHIEVE 24 PTS (NOT 30) UNDER THE INNOVATIVE SITE CATEGORY.

Charles Wenzlau AIA

WENZLAU ARCHITECTS
490 Madison Avenue N, Suite 105
Bainbridge Island, WA 98110
(206) 780-6882 ext.202

Attachment B

Jennifer Sutton

From: Theresa Rice on behalf of PCD
Sent: Wednesday, November 13, 2013 3:03 PM
To: Jennifer Sutton; Kathy Cook
Subject: FW: COmments on proposed Rolling Bay change to NSC zoning related to HDDP

Theresa C. Rice, CAP
Administrative Secretary
206.780.3758 (direct)

From: Mark Haley [<mailto:markhaleyconsulting@gmail.com>]
Sent: Wednesday, November 13, 2013 12:45 PM
To: Anne Blair; Sarah Blossom; Steve Bonkowski; Kirsten Hytopoulos; Debbi Lester; Bob Scales; David Ward
Cc: PCD; Council
Subject: Comments on proposed Rolling Bay change to NSC zoning related to HDDP

Dear City Council Members and Planning Department Members,

I am responding with comments to the proposed changes to Neighborhood Service Center in Rolling Bay related to HDDP program.

I own a residential property that is in the Rolling Bay NSC. My house is on the third lot down on Logg Road NE. I urge you to not change the zoning rules for Rolling Bay NSC as this would negatively affect the rural nature of the neighborhood and further stress the already bad road and utility infrastructure. We moved to this area to avoid the higher density that exist in Winslow and I am sure that most of my neighbors would agree. We don't want things changed.

I might also add that the city has chosen to ignore much needed repair of Logg Road NE for 4 years that I have lived here. I have requested to the city and council multiple times that we need to have a plan for fixing our road before it becomes impassable or a safety issue. To date no plan for repair/resurfacing has been communicated to me. It seems incredible that the city would propose more changes and density increases anywhere on BI before all the roads needing critical repairs are addressed.

I do appreciate your consideration and again urge you NOT to extend HDDP zoning changes to Rolling Bay.

If anyone in the city is interested in looking at the state of Logg Road NE I am available to me at any time to walk through the mess and I have documented the road in video and will be keeping a history of deterioration for future use. This is having an effect on our quality of life and our property values as well!

Regards,

Mark Haley

11301 Logg Road NE

Bainbridge Island,

206 353 0229

Jennifer Sutton

From: Jennifer Sutton
Sent: Wednesday, November 20, 2013 3:28 PM
To: 'bbm3@earthlink.net'
Cc: PCD
Subject: FW: HDDP program: Ordinance 2013-25

Hi Bruce, the HDDP program was last discussed at the City Council on 11/6- There is a link to the information prepared for that meeting below, including the draft ordinance.

http://www.bainbridgewa.gov/documents/exec/clerk/cc_agm_1113/110613_ord_2013_25_hddp.pdf

At that meeting, the City Council recommended reconvening an Ad Hoc Committee that had previously reviewed the HDDP program to revisit the issues of including the Neighborhood Service Centers, affordable housing, and density incentives. The Ad Hoc Committee has recommended that the HDDP program NOT apply within the Neighborhood Service Center areas. That recommendation will be incorporated into the draft of Ordinance 2013-25 that is being prepared for the Monday 11/25 meeting- the City Council will discuss the HDDP ordinance again that day. That 11/25 meeting packet will be available the afternoon of this Friday, 11/22 via the calendar on the City's webpage, www.bainbridgewa.gov- click on the 11/25 date to navigate to the packet.

Jennifer Sutton, AICP
Special Project Planner
Department of Planning & Community Development City of Bainbridge Island
(206) 780-3772

P Please consider the environment before printing this email and any attachment. Thank you.

-----Original Message-----

From: Theresa Rice On Behalf Of PCD
Sent: Wednesday, November 20, 2013 11:52 AM
To: Jennifer Sutton
Subject: FW: HDDP program: Ordinance 2013-25

Theresa C. Rice, CAP
Administrative Secretary
206.780.3758 (direct)

-----Original Message-----

From: bruce branson-meyer [<mailto:bbm3@earthlink.net>]
Sent: Saturday, November 09, 2013 1:55 PM
To: PCD
Subject: HDDP program: Ordinance 2013-25

Hello

I have a couple quick questions on ordinance 2013-25. First, when will it be available online? Secondly, since I haven't been able to read the ordinance yet, I'm not aware what a "Tier 4" project is, but I question why an ordinance involving housing design is effecting neighborhood service centers. I am all in favor of green housing efforts across the island, but I also want to ensure that we have enough business space in the NSCs to encourage smart

development there as well. Would it make more sense for this ordinance to apply to areas already zoned for residential development.

Please let me know what time, and where the public hearing on November 25th will take place.

Thank you in advance for your reply,
Bruce Branson-Meyer
Rollingbay

August 22, 2013

Memorandum

To: CoBI Planning Commissioners
c/o Jennifer Sutton, CoBI Special Project Planner
jsutton@bainbridgewa.gov

From: Jeb Thornburg, Architect
jebt@beingindigo.com

RE: HDDP Ordinance Update/Applicability to NSC Zones

Planning Staff and Commissioners:

My name is Jeb Thornburg and I have lived on Bainbridge Island for 20 years. I have been the owner of a Bainbridge Island based architectural practice for over 14 years, and have been an active supporter of the HDDP Ordinance from its inception.

From a professional planning perspective, as well as from the perspective of an island citizen, I believe the HDDP objectives to provide the best opportunity for sustainable and affordable housing stock to be built in our community is commendable and in practice, showing signs of success during its first 3-year tenure.

I have been an observer and participant in the public planning process for years in many jurisdictions and I am well aware that change of any nature is inherently challenging and often met with resistance, for that I commend your diligence in seeing through such an innovative planning program.

In specific I am writing to you now concerning the HDDP update and its potential applicability to the Neighborhood Service Center (NSC) Zoning Classification.

I understand from reviewing the DRAFT revisions to the HDDP/(HDP) Ordinance that there is proposed language included to allow Tier 4 (ONLY) of the HDP to be applicable to NSC Zoned parcels.

I support this, but further, would encourage you to consider supporting the applicability of ALL Tiers of the HDP Ordinance to the NSC Study Areas. This would be consistent with the application of the HDP's applicability to the Winslow Study Area.

I believe inherent to the HDP's Ordinance's Tiered System is a thoughtful and flexible structure that allows for the marketplace to have a broad enough toolbox from which to work to creatively address a variety of situations to further the broader Comp Plan Objectives of creating vibrant village hubs. ***To limit the applicability to only Tier 4 in the NSCs is to do a disservice to a carefully crafted system that has already been tested, and has fostered a variety of desired housing outcomes at a variety of densities.***

The Tiered system is self-regulating by design. Limiting the Tiers, actually limits the possibility for diverse outcomes that it is designed to foster.

If the spirit of the Island Comp Plan and Zoning District Mapping is to create the opportunity for thriving village centers in the NSC sub-hubs, a degree of flexibility needs to be built into the system, to address a variety of situations.

August 22, 2013

Memorandum

In specific, as both a student and professional practitioner of planning I would point out that thriving and vibrant neighborhood "village hubs" consistently include a mix of both commerce AND higher density housing stock at a variety of price points.

While none of us can foresee every possible variant of how the HDP will play out, I think it important for the Planning Commission to consider its most important role in the process; to be thoughtful stewards of the Community Created Comp Plan Objectives and to provide the OPPORTUNITY for the (NSC) village hubs to thrive.

There are innumerable market facets beyond the HDP Ordinance that will shape development in the NSCs, and chief among them, is the availability of sewer and water services. I mention this, as I do not believe that applicability of all Tiers of the HDP versus just a single Tier will trigger a flood of density. On the contrary, I believe applicability of all Tiers will be a more successful first step in motivating the marketplace to try to solve a variety of problems that have previously been hurdles to the NSC's developing into the Comp Plan Vision. Specifically, and as you know, no public water or sewer services exist in either the Island Center or Rolling Bay NSC areas; whereas, there are such utility services in the Lynwood Center NSC area. Such utilities are nearly compulsory for density of any measure beyond R-2.

Lastly, while the Rolling Bay and Island Center Study Areas are limited to just the specific NSC parcels, a broader group of parcels of multiple zoning classifications and densities were grouped within the Lynwood Center district to create a Study Area more similar to the Winslow Study area. (see fig 3 attached).

This Study Area is bounded to the West and North by Schel-Chelb estuary and its drainage basin, on the East by the current Pleasant Beach Village Development, and to the South by the former Serenity House site, and the Pleasant Beach Shoreline. The variety of parcels within these existing natural and man made boundaries have already been established as playing an important and integral role in creating the desired village hub outcome.

I think it is critical that the applicability of the HDP be to the entire Study Area in order to be consistent with the Comp Plan Vision.

Within the Lynwood Study Area there are a variety of unique parcels that each have the opportunity to play a different role in the district's success, at a variety of densities, and with a variety of outcomes, each critical in creating community vibrancy. I strongly urge you to have the long-range vision to support ALL Tiers of the HDP for all parcels in the NSC Study areas, as that will truly further the Comp Plan Goals.

I thank you both for your commitment to this effort and for your consideration.

Sincerely,

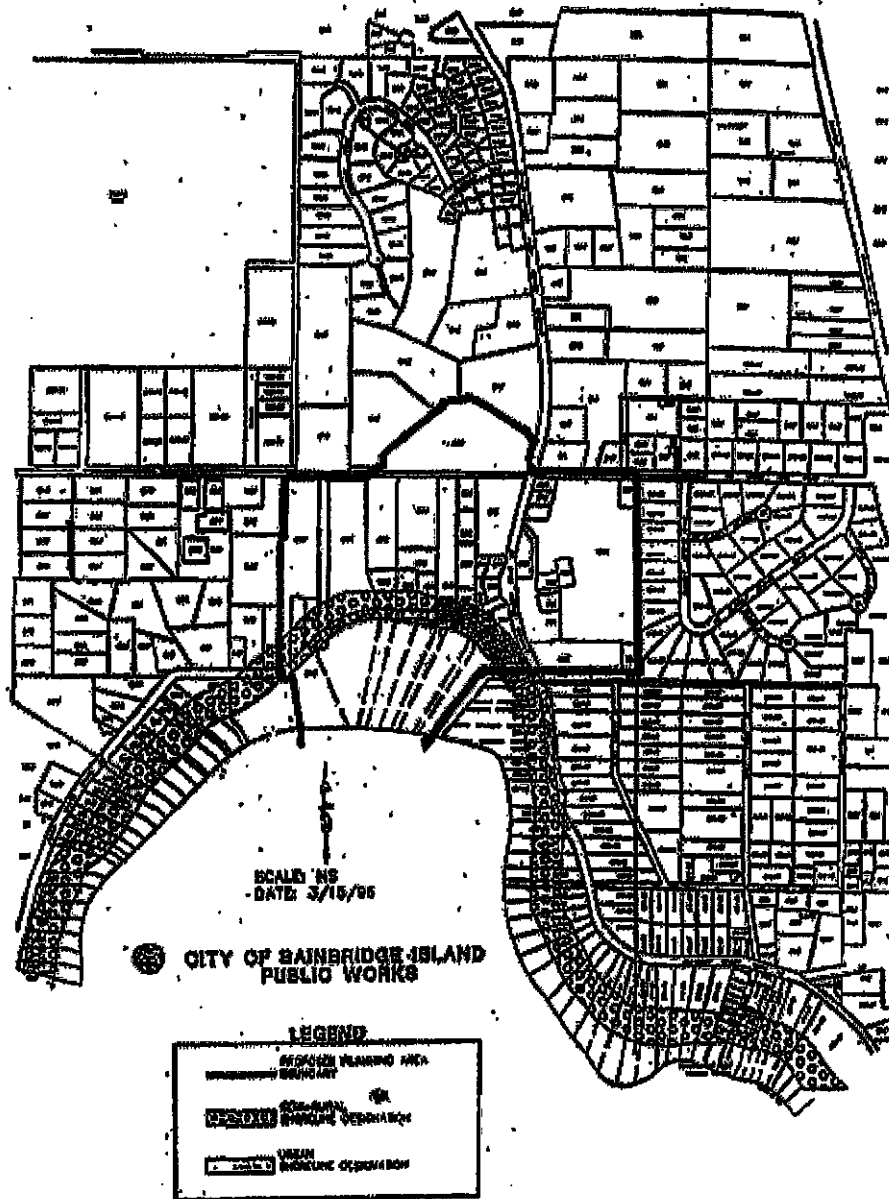
Jeb Thornburg

August 22, 2013

Memorandum

Figure 3

LYNWOOD CENTER
SPECIAL PLANNING AREA
PROPOSED PLANNING AREA BOUNDARY



December, 2004

Land Use Element

From: Robert Dashiell
To: RCD
Subject: Public Comments on Ordinance 2013-25, Revisions to the Housing Design Demonstration Project (HDDP)
Date: Wednesday, September 25, 2013 2:57:08 PM

Planning: Please pass to Planning Commission members.

Members of the Planning Commission,

I am submitting public comment for the subject Public Hearing because I am unable to attend the meeting in person.

I have five specific points I wish to convey to the Commission for their considerations.

Point 1.

In the big picture, I don't believe anyone can say the HDDP program has yet been a success or has even been a positive for the community.

No HDDP project has yet to be even half completed.

No affordable housing has been added to Bainbridge Island that would not have been added without the HDDP. Ferncliff Village is the only project that has affordable housing, and that was going to be affordable housing with or without the HDDP. All HDDP added was the ability to put in the next more controversial part of the plan ... the rental apartments. I have talked to individuals living in Ferncliff Village, and they are pleased. I have talked to individuals in the surrounding community ... they are not nearly as pleased because of the look of the project and the fact the project has turned out to be considerably less visually pleasing than what the original pitch to the public presented.

The Grow Ave. project has interesting environmental aspects, but there is nothing that has been done there that I believe couldn't have been done without HDDP. And the big visual impacts with three story condo buildings parallel to Wyatt are yet to break ground. And of course, the project concept has changed considerably since the initial concept was presented to the public, and it's still in some transition. That is probably driven by project profit ... usually referred to as changing or evolving market conditions. The original planning statements were that HDDP did not add density to the total building acreage ... so what did HDDP do for this project site that could not have been done without an HDDP program?

Ketchel and Erickson ... 3 story small houses, appear to be lacking character, none affordable. Is there any real public positive having this cluster development, other than it's fairly close together housing infill?

So ... I would recommend the HDDP name not change until some point of time in the future when the public, Planning Commission, and City Council can judge if these projects are really a civic positive. HDDP is worth continuing on for a while to see some actual final results, but it's too early to codify the concept as permanent.

Point 2.

Para. 6 a. (Page 9) and Para.7a, (Page 10): Minimum lot dimensions and size. Reductions in lot size or dimensions are subject to approval by Kitsap County Health District.

Comment: I don't believe the Health District has any approval say about lot sizes that are serviced by public sewer (and water). True or false?

Point 3.

Para 6 b. (Page 9) and Para 7b, (Page 10): Maximum lot coverage.

Comment: First, I think lot coverage means the big picture lot (or lots) that set the project boundaries. I find this confusing, because there are a series of small lots created when these projects are planned, and the lot coverage applies not to the newly created lots. but to the area of the original project. And to add to the confusion, why even have a lot coverage number? Hard surface roads are excluded ... parking lots excluded ... the 'coverage' is only for a footprint of built structures. A project could be 35% building footprint and 65% blacktop and cement and meet the 35% lot coverage requirement.

I think the City Planning staff and the Planning Commission need to better understand why there is a maximum lot coverage percentage, and if the Municipal Code as written is doing whatever maximum lot coverage was intended to accomplish.

Point 4.

Para 18.09.030 Accessory Dwelling Units

Comment. If an ADU can be incorporated in an HDDP house, how many square feet can the house be?

I believe this could be gamed by developers to build a house that they will say is a house and an ADU, say 1600 s.f + 800 s.f. = 2400 s.f.?

Essentially, it's creating an apartment in a house. Guess that's OK, but I think a separated housing unit should be titled Accessory Dwelling Unit, and an inclusive apartment type unit should have some other nomenclature.

Point 5.

Affordability should be based on Kitsap County, not King County. Bainbridge Island is part of the Bremerton HUD district. PLanning has said HRB is required to use the Bremerton (Kitsap County) affordability calculations.

Kitsap County had the third highest rate in the state of Washington ... it's largely a federal supported area, and the income levels are quite substantial.

This has been a point of discussion for years ... I thought it had finally been settled with the HUD legal district that Bainbridge is currently located in. If the island eventually incorporates with King County, then the Seattle baseline would then be appropriate.

Affordable housing gets more expensive the higher the income level of the calculated area ... if

you want the projects to provide affordable housing, select the income area that creates housing at the more affordable income level so houses don't cost quite as much.

.....

Final point is a legal one, and some may consider it a bit out there.

City Council appointed an ad-hoc committee that apparently met 10 times. I never once saw an HDDP meeting scheduled on the City's website, and I don't believe I missed those postings. If the ad-hoc committee took any public comment, which I suspect they likely may have from either developers or HRB or housing advocates or any past Council members, then Washington State court decisions make such ad-hoc committee meeting subject to the Open Public Meetings Act, and if they were not posted on the City's website, they would have failed the public notice requirement.

Given what is going on in this City, I think this should be reviewed by the City Attorney. In Lakewood, an ordinance (more controversial ... strip club locations) that was drafted with background recommendations from an ad-hoc committee was voided by the court because the ad-hoc committee took public testimony but failed to conduct their meetings under OPMA rules. That was a new ordinance and this is an ordinance revision, but I think it would serve the Planning Commission well to get a legal opinion since the Commission is now in a decision and recommendation phase for this ordinance to go to the full council.

Respectfully,

Robert Dashiell
6370 NE Tolo Road
206-855-8112

Sharon Gilpin
Ft. Ward
Bainbridge Island WA 98110
Sharon@sounddsl.com

October 15, 2013

HDP – Help Developers Prosper

Why would I say such a thing?

Because the HDP is supposed to be an 'experimental' program with 3 projects, later revised to 4 projects and these 'experimental' projects are to be analyzed in the words of the original Ordinance 2009-06 5D to see whether there is *"undue burden on water quality or drainage basin"* and whether *"streets and pedestrian walkways are adequate to accommodate anticipated traffic."*

None of this has been done. None. Why? Well, the projects are only now being built.

The original ordinance also specifies that *'after construction the Applicant must show proof of meeting the Living Building Challenge Evaluation. And whether the project is served by adequate public facilities – sewage, storm water runoff.'*

These projects are all being built in Winslow – that too – was part of the original intent of the HDDP.

NOW – the Staff has brought forward this Ordinance. This proposed Ordinance would expand HDP reach into all neighborhood serving uses centers and put it in the Comprehensive Plan as part of our community permanently.

What's the big rush?

Who Pays For Infrastructure Improvements

This summer the City upgraded the water main on Madison. Who paid for it? The taxpayers of Bainbridge Island. Who benefited from it – the developer of the Grow Avenue High Density Project – Asani and its investors among others.

Soon we'll need to 'fix' the traffic at Wyatt and Madison and who will pay for that? Us. Why? We don't have a traffic mitigation fund up and running yet. This is not smart planning. This is not sustainable development. And this places the burden of paying for development on taxpayers.

New development should be paying for itself.

Jennifer Sutton

From: Roz Lassoff on behalf of CityClerk
Sent: Wednesday, October 16, 2013 12:39 PM
To: Anne Blair; Bob Scales; David Ward; Debbi Lester; Kirsten Hytopoulos; Sarah Blossom; Steve Bonkowski
Cc: Kathy Cook; Jennifer Sutton
Subject: FW: HDDP Program

From: Pam Churchill [<mailto:corgiluna@comcast.net>]
Sent: Wednesday, October 16, 2013 12:21 PM
To: PCD
Cc: CityClerk
Subject: HDDP Program

To the attention of: Department of Planning and Community Development and the Bainbridge City Council in relation to the **HDDP Program**.

I am a 25 year resident adjacent to Lynwood Center and just received a letter special delivery from my neighbor who received it at his P.O.Box due to a problem with the mailing, informing me of your meetings to consider the future of the HDDP Program. I spoke with Jennifer Sutton and she was very helpful in clarifying the process of the study and recommendations in regard to this policy. I have strong concerns about adding HDDP to the Lynwood Center Neighborhood Service Center. We have absorbed the majority of the Service Center increased density as outlined in the Comprehensive Plan and I don't think it is advisable to add yet another dimension by allowing HDDP in Lynwood Center! This was considered a few years back and I think we need to keep the HDDP in Winslow if it is continued at all.

Thank you,
Pam Churchill
corgiluna@comcast.net

Jennifer Sutton

From: PCD
Sent: Monday, October 28, 2013 11:50 AM
To: Jennifer Sutton; Kathy Cook
Subject: FW: Island Center NSC

From: Gary F. Loverich [mailto:nwocean@live.com]
Sent: Mon 10/28/2013 8:22 AM
To: PCD
Subject: Island Center NSC

Ms. Sutton,

When considering the NSA at Island Center I have no immediate objections, but would like to point out the major characteristic that makes Island Center unique from the other two NSA designated areas. Any NSA planning taking place at Island Center needs to address the fact that Miller Road/Fletcher Bay road is a major north/south arterial on the Island and is already heavily used. Although it is possible to bypass Island Center when traveling in the North/South direction both Sportsman Club road and High School road run by adjacent schools which slow traffic and serve to funnel traffic to the Island Center area. In addition the Island parks (Battle Point, Grand Forest, Gazzam Lake, Mandus Olsen, IC Community Center and Fort Ward) are accessed by the Miller/Fletcher Bay corridor. There will be a point in time where our increased population and/or increased business will cause more congestion on the roadways adjacent to Island Center. Even the well planned NSC at Lynwood has caused increased traffic past Island Center. I believe this present and future traffic congestion warrants special attention to the Island Center NSC.

I have suggested in the past that the city plan to surround the Island Center NSC and R2 area east of Miller Road with two roads, the west side (the existing Miller Road) one way south only and a new road to the east (R-0.4) one way north only. This requires that the city purchase a right of way for the proposed eastern road. Although this would not necessarily reduce traffic along the Miller/Fletcher Bay corridor, it would provide access and enhancement to the Island Center businesses and future NSA expansion (which is bound to happen). A surrounding road way as I have proposed would make the Island Center community more welcoming and less like a business corridor similar to highway 99 in Seattle.

Thank you for your consideration

Gary Loverich
8775 Fletcher Bay Rd.
206 842.5767

**2014 LTAC Recommendation
December 12, 2013**

Proposer	Total Score	Rank	Amount Requested	Amount Recommended
Bainbridge Arts & Crafts	31	8	6,450	5,160
Bainbridge Bluegrass Festival	53	12	9,250	-
Bainbridge Island Arts & Humanities Council	26	5	13,245	9,271
Bainbridge Island Blueberry Company	N/A	N/A	N/A	-
Bainbridge Island Chamber of Commercer - 1	7	1	38,423	26,896
Bainbridge Island Chamber of Commercer - 2	42	9	35,630	-
Bainbridge Island Downtown Association	19	3	35,335	24,735
Bainbridge Island Football Club	57	14	10,000	-
Bainbridge Island Historical Museum	28	7	15,000	12,000
Bainbridge Island Lodging Association	13	2	36,000	25,200
Bainbridge Island Metro Parks & Recreation Distri	54	13	16,300	-
Bainbridge Island Modern Quilt Guild	52	11	2,680	2,000
Bainbridge Island Museum of Art	21	4	15,000	7,500
Bloedel Reserve	27	6	17,291	11,496
Kids Discovery Museum	50	10	6,750	3,375
Visit Kitsap Peninsula	66	15	18,000	-
Total			\$ 275,354.00	\$ 127,633.00

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Update on Open Water Marina sublease renewals and Resolution No. 2013-21 authorizing the City Manager to execute subleases to tenants in the Open Water Marina

Date: December 11, 2013

Agenda Item: Unfinished Business

Bill No.: 13-177

Proposed By: Morgan Smith, Deputy City Manager

Referral(s):

BUDGET INFORMATION

Department: Executive

Fund:

Munis Contract #

Expenditure Req:

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

DESCRIPTION/SUMMARY

Action Item:

The City operates a 100% residential Open Water Marina (OWM) in Eagle Harbor under a lease with the Department of Natural Resources. The OWM was implemented in 2011 and currently includes 8 tenants.

History:

This item provides an update on the recent activities to re-instate annual leases for the OWM current tenants and to offer space to potential new tenants.

The attached resolution also provides authority for the City Manager to enter into subleases with OWM tenant, per the terms of the City's lease with the Department of Natural Resources.

RECOMMENDED ACTION

Motion:

I move the City Council approve Resolution No. 2013-21 authorizing the City Manager to execute subleases to tenants in the Open Water Marina.

RESOLUTION NO. 2013-21

A RESOLUTION of the City Council of Bainbridge Island, Washington, authorizing the City Manager to issue subleases to tenants in the Open Water Marina.

WHEREAS, the City operates a 100% residential Open Water Marina in Eagle Harbor under a lease with the Department of Natural Resources; and

WHEREAS, the Open Water Marina was implemented in 2011 and currently includes 8 tenants; and

WHEREAS, the Open Water Marina has been approved by the Department of Ecology for up to 16 tenants; and

WHEREAS, the annual leases are scheduled for renewal January 1, 2014; and

WHEREAS, the City may need to issue additional leases from time-to-time; now, therefore,

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

Section 1. The City Manager is authorized to negotiate and issue subleases consistent with the terms of the lease with the Department of Natural Resources for the Open Water Marina to tenants without further review and approval by City Council.

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

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

By: _____
Steven Bonkowski, Mayor

ATTEST/AUTHENTICATE:

By: _____
Rosalind D. Lassoff, CMC
City Clerk

FILED WITH THE CITY CLERK: December 6, 2013

PASSED BY THE CITY COUNCIL: December ____, 2013

RESOLUTION NO. 2013-21

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Consent Agenda Items	Date: December 11, 2013
Agenda Item: Consent Agenda	Bill No.: 13-172
Proposed By: Executive	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

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

DESCRIPTION/SUMMARY

Action Item:

Consideration of Consent Agenda items A through N: item A. Accounts Payable Voucher and Payroll Approval; item B. Special/Regular Business Meeting Minutes, November 13, 2013; item C. Resolution No. 2013-22, Kitsap Regional Coordinating Council County-Wide Planning Policies; item D. Rockaway Beach Road Stabilization Project, Construction Supplement Amendment No. 4; item E. Wardwell Road Drainage Design, Professional Services Agreement; item F. Yeomalt Area Drainage Phase I Design Professional Services Agreement; item G. Road Rating General Services Contract Award; item H. Contract for Prosecution Services with the Kitsap County Prosecutor's Office; item I. Biosolids Disposal Contract Amendment No.1; item J. Street and Storm Drainage Spoils Disposal Services Contract Amendment No.1; item K. Janitorial Non-Professional Services Agreement; item L. Re-appointment and Contract Renewal for Hearing Examiner, Item M. Ordinance No. 2013-36, 2013 Final Budget Adjustments and item N. Ordinance No. 2013-35, Amending the Appointment and Compensation of Police Reserve Officers.

RECOMMENDED ACTION

Motion: I move that the City Council approve Consent Agenda items A through N: item A. Accounts Payable Voucher and Payroll Approval; item B. Special/Regular Business Meeting Minutes, November 13, 2013; item C. Resolution No. 2013-22, Kitsap Regional Coordinating Council County-Wide Planning Policies; item D. Rockaway Beach Road Stabilization Project, Construction Supplement Amendment No. 4; item E. Wardwell Road Drainage Design, Professional Services Agreement; item F. Yeomalt Area Drainage Phase I Design Professional Services Agreement; item G. Road Rating General Services Contract Award; item H. Contract for Prosecution Services with the Kitsap County Prosecutor's Office; item I. Biosolids Disposal Contract Amendment No.1; item J. Street and Storm Drainage Spoils Disposal Services Contract Amendment No.1; item K. Janitorial Non-Professional Services Agreement; item L. Re-appointment and Contract Renewal for Hearing Examiner, Item M. Ordinance No. 2013-36, 2013 Final Budget Adjustments and item N. Ordinance No. 2013-35, Amending the Appointment and Compensation of Police Reserve Officers.

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

CHECK RUN: November 25, 2013 - December 9, 2013
CITY COUNCIL: November 25, 2013 - December 11, 2013

Last check from previous run: 334455 dated 11/27/13 issued to Whitney Equipment Co. in the amount of 4155.04

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
ACH	11/26/13	140	COBI Utilities November Billing	1,772.13
EFT	11/26/13	141	WA ST Department of Revenue/October Excise Taxes	16,980.88
Wire	11/29/13	N/A	Bank of NY Mellon/2004 GO Principal & Interest	151,013.13
ACH	12/2/13	N/A	Bank of NY Mellon/2007 GO Principal & Interest	238,440.00
ACH	12/2/13	N/A	Bank of NY Mellon/2008 GO Interest	31,026.25
ACH	12/2/13	N/A	Bank of NY Mellon/2009 GO Principal & Interest	595,100.00
ACH	12/2/13	N/A	Bank of NY Mellon/2011 GO Principal & Interest	500,275.00
Wire	12/4/13	N/A	Bank of NY Mellon/2013 GO Principal & Interest	386,073.75
Manual	11/25/13	334282	Void	Void
Manual	11/22/13	334456	POL/Chevron/Fuel for Vehicles	177.19
Manual	11/22/13	334457	ENG/MRSC Rosters/Subcription for Roster Service	240.00
Manual	11/22/13	334458	ENG/Schramke/Hotel Stay - Construction Noise	887.13
Manual	11/27/13	334459	ENG/COBI Retainage Account/Madison Ave Water Main	3,048.20
Manual	11/27/13	334460	ENG/Liden Land Development & Excavation/Madison Ave Water Main	42,339.50
Manual	11/26/13	334461	ENG/Redside Construction, LLC/Rockaway Beach Repair	142,229.00
Manual	12/2/13	334462	PW/Int'l Municipal Signal Assoc/2013 Certification-Cienega	40.00
Manual	12/2/13	334463	PW/Judge Plumbing Co/2013 Backflow Testing	8,193.00
Manual	12/2/13	334464	PW/WA Water Service/Oct 2013 Water-Decant Facility	150.22
			Manual Checks, Electronic Disbursements	1,966,972.25
Regular Run	12/12/13	334465- 334555	Regular Check Run	191,166.93

Total Disbursements **2,158,139.18**

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.

Karl R. Shaw
Karl R. Shaw, Accounting Manager

12-4-2013
Date

11/22/2013 09:49 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

ACH WB

PG 1
apcshdsb

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

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC

140	11/22/2013	MANL	103 CITY OF BAINBRIDGE I	187637	10460NOV13	11/06/2013	ACHNOV13	79.67
Invoice: 10460NOV13				79.67	91011768 547500	WFP IRRIGATION		
						GG-C/E-PARKS-WTR/SWR		
Invoice: 10461NOV13				187638	10461NOV13	11/06/2013	ACHNOV13	839.23
				839.23	91011768 547500	WFP RESTROOM		
						GG-C/E-PARKS-WTR/SWR		
Invoice: 10463NOV13				187639	10463NOV13	11/06/2013	ACHNOV13	358.67
				358.67	91011755 547500	SENIOR CENTER		
						GG-C/E-COMMONS-WTR/SWR		
Invoice: 10464NOV13				187640	10464NOV13	11/06/2013	ACHNOV13	387.70
				387.70	91011755 547500	COMMONS		
						GG-C/E-COMMONS-WTR/SWR		
Invoice: 10465NOV13				187641	10465NOV13	11/06/2013	ACHNOV13	40.00
				40.00	91011768 547500	BJUNE WATERFRONT IRRIGATION		
						GG-C/E-PARKS-WTR/SWR		
Invoice: 11573NOV13				187642	11573NOV13	11/06/2013	ACHNOV13	57.40
				57.40	91011768 547500	PRITCHARD PARK		
						GG-C/E-PARKS-WTR/SWR		
Invoice: 12755NOV13				187643	12755NOV13	11/06/2013	ACHNOV13	9.46
				9.46	91011768 547500	STRAWBERRY PLANT PRK IRRIGAT		
						GG-C/E-PARKS-WTR/SWR		

CHECK 140 TOTAL: 1,772.13

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 1,772.13

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	1,772.13

*** GRAND TOTAL *** 1,772.13

11/22/2013 09:49 {CITY OF BAINBRIDGE ISLAND
lsteinberg {A/P CASH DISBURSEMENTS JOURNAL

PG 2
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JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2013 11	262								
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		1,772.13	
11/26/2013	ACHNOV13	ACH	UB			AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			1,772.13
11/26/2013	ACHNOV13	ACH	UB			AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								1,772.13	1,772.13
APP 631-130000						DUE TO/FROM CLEARING		1,772.13	
11/26/2013	ACHNOV13	ACH	UB						
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			1,772.13
11/26/2013	ACHNOV13	ACH	UB						
SYSTEM GENERATED ENTRIES TOTAL								1,772.13	1,772.13
JOURNAL 2013/11/262 TOTAL								3,544.26	3,544.26

11/22/2013 09:49
lsteinberg

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

PG 3
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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
001 GENERAL FUND	2013 11	262	11/26/2013			
001-130000				GENERAL - DUE TO/FROM CLEARING		1,772.13
001-213000				GENERAL - ACCOUNTS PAYABLE	1,772.13	
				FUND TOTAL	1,772.13	1,772.13
631 CLEARING FUND	2013 11	262	11/26/2013			
631-130000				DUE TO/FROM CLEARING	1,772.13	
635-111100				CASH		1,772.13
				FUND TOTAL	1,772.13	1,772.13

11/22/2013 09:49
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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

PG 4
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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
631 CLEARING FUND	1,772.13	
001 GENERAL FUND		1,772.13
TOTAL	1,772.13	1,772.13

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

11/22/2013 09:54 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

EFT 24C TX

PG 1
apcshdsb

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

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC

141 11/22/2013 MANL 124 WA ST DEPT OF REVENU 187636 2013-11 11/26/2013 EFTNOV13 16,980.88
Invoice: 2013-11

194.13	91411341	553000	FINANCE - WATER EXTRNL TAXES
331.70	91421351	553000	FINANCE - SEWER - EXTRNL TAXES
3,234.60	91421351	553000	FINANCE - SEWER - EXTRNL TAXES
39.24	91421351	553000	FINANCE - SEWER - EXTRNL TAXES
15.56	91411341	553000	FINANCE - WATER EXTRNL TAXES
1.43	91411341	553000	FINANCE - WATER EXTRNL TAXES
9,581.24	91431383	553000	FINANCE - SSWM - EXTRNL TAXES
3,004.20	91411341	553000	FINANCE - WATER EXTRNL TAXES
386.85	91421351	553000	FINANCE - SEWER - EXTRNL TAXES
1.76	51011211	531100	PD-C/E-ADM-SUPPLIES
13.29	31011131	531100	EXEC - C/E SUPPLIES
65.10	31011131	531100	EXEC - C/E SUPPLIES
23.61	33011161	531100	HR-C/E-SUPPLIES
.86	81011881	531100	IT - C/E SUPPLIES
1.98	31011131	531100	EXEC - C/E SUPPLIES
2.99	41011141	531100	FIN - C/E ADMIN SUPPLIES
16.00	72431831	531100	ENG - SSWM ADM SUPPLIES
14.94	73011757	531100	O&M-C/E-MARINA-SUPPLIES
2.51	73637891	531100	OFFICE SUPPLIES
.92	73425358	531100	O&M-WWTP-SUPPLIES
15.99	73425358	531100	O&M-WWTP-SUPPLIES
1.94	73425358	531100	O&M-WWTP-SUPPLIES
2.28	73637891	531100	OFFICE SUPPLIES
21.30	73637891	531100	OFFICE SUPPLIES
6.46	73425358	531100	O&M-WWTP-SUPPLIES

CHECK 141 TOTAL: 16,980.88

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 16,980.88

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	16,980.88

*** GRAND TOTAL *** 16,980.88

11/22/2013 09:54 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 2
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JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2013 11	263								
APP 401-213000						ACCOUNTS PAYABLE		3,215.32	
11/26/2013	EFTNOV13	EFTEXC				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			16,980.88
11/26/2013	EFTNOV13	EFTEXC				AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000						ACCOUNTS PAYABLE		4,017.70	
11/26/2013	EFTNOV13	EFTEXC				AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000						ACCOUNTS PAYABLE		9,597.24	
11/26/2013	EFTNOV13	EFTEXC				AP CASH DISBURSEMENTS JOURNAL			
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		124.53	
11/26/2013	EFTNOV13	EFTEXC				AP CASH DISBURSEMENTS JOURNAL			
APP 631-213000						ACCOUNTS PAYABLE		26.09	
11/26/2013	EFTNOV13	EFTEXC				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								16,980.88	16,980.88
APP 631-130000						DUE TO/FROM CLEARING		16,954.79	
11/26/2013	EFTNOV13	EFTEXC							
APP 401-130000						DUE TO/FROM CLEARING			3,215.32
11/26/2013	EFTNOV13	EFTEXC							
APP 402-130000						DUE TO/FROM CLEARING			4,017.70
11/26/2013	EFTNOV13	EFTEXC							
APP 403-130000						DUE TO/FROM CLEARING			9,597.24
11/26/2013	EFTNOV13	EFTEXC							
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			124.53
11/26/2013	EFTNOV13	EFTEXC							
SYSTEM GENERATED ENTRIES TOTAL								16,954.79	16,954.79
JOURNAL 2013/11/263 TOTAL								33,935.67	33,935.67

11/22/2013 09:54
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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

PG 3
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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT			ACCOUNT DESCRIPTION		
001 GENERAL FUND	2013 11	263	11/26/2013		
001-130000			GENERAL - DUE TO/FROM CLEARING		124.53
001-213000			GENERAL - ACCOUNTS PAYABLE	124.53	
			FUND TOTAL	124.53	124.53
401 WATER OPERATING FUND	2013 11	263	11/26/2013		
401-130000			DUE TO/FROM CLEARING		3,215.32
401-213000			ACCOUNTS PAYABLE	3,215.32	
			FUND TOTAL	3,215.32	3,215.32
402 SEWER OPERATING FUND	2013 11	263	11/26/2013		
402-130000			DUE TO/FROM CLEARING		4,017.70
402-213000			ACCOUNTS PAYABLE	4,017.70	
			FUND TOTAL	4,017.70	4,017.70
403 STORM & SURFACE WATER FUND	2013 11	263	11/26/2013		
403-130000			DUE TO/FROM CLEARING		9,597.24
403-213000			ACCOUNTS PAYABLE	9,597.24	
			FUND TOTAL	9,597.24	9,597.24
631 CLEARING FUND	2013 11	263	11/26/2013		
631-130000			DUE TO/FROM CLEARING	16,954.79	
631-213000			ACCOUNTS PAYABLE	26.09	
635-111100			CASH		16,980.88
			FUND TOTAL	16,980.88	16,980.88

11/22/2013 09:54
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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

PG 4
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
631 CLEARING FUND	16,954.79	
401 WATER OPERATING FUND		3,215.32
402 SEWER OPERATING FUND		4,017.70
403 STORM & SURFACE WATER FUND		9,597.24
001 GENERAL FUND		124.53
TOTAL	16,954.79	16,954.79

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

VOID

11/25/2013 11:06 | CITY OF BAINBRIDGE ISLAND
lsteinberg | A/P CASH DISBURSEMENTS JOURNAL

PG 1
apcshdsb

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

INVOICE DTL DESC

334282 11/14/2013 VOID 1079 IMSA NW SECTON CONFE 187097 10/01/13-CIENEGA 10/01/2013 -40.00
Invoice: 10/01/13-CIENEGA PW/2013 CERTIFICATION/CIENEGA
-40.00 73111290 549100 O&M-STREET-MAINT O/H-MISC

CHECK 334282 TOTAL: -40.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** -40.00

	COUNT	AMOUNT
TOTAL VOIDED CHECKS	1	40.00

*** GRAND TOTAL *** -40.00

11/25/2013 11:06 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 2
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JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2013 11	282								
APP 101-213000						STREETS - ACCOUNTS PAYABLE			40.00
11/14/2013	334282	VOID				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH		40.00	
11/14/2013	334282	VOID				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								40.00	40.00
APP 631-130000						DUE TO/FROM CLEARING			40.00
11/14/2013	11/10/13	VOID							
APP 101-130000						STREETS - DUE TO/FROM CLEARING		40.00	
11/14/2013	11/10/13	VOID							
SYSTEM GENERATED ENTRIES TOTAL								40.00	40.00
JOURNAL 2013/11/282 TOTAL								80.00	80.00

11/25/2013 11:06
lsteinberg

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

PG 3
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
101 STREET FUND	2013 11	282	11/14/2013			
101-130000				STREETS - DUE TO/FROM CLEARING	40.00	
101-213000				STREETS - ACCOUNTS PAYABLE		40.00
				FUND TOTAL	40.00	40.00
631 CLEARING FUND	2013 11	282	11/14/2013			
631-130000				DUE TO/FROM CLEARING		40.00
635-111100				CASH	40.00	
				FUND TOTAL	40.00	40.00

11/25/2013 11:06
lsteinberg

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

|PG 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
631 CLEARING FUND	40.00	
101 STREET FUND		40.00
TOTAL	40.00	40.00

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

Manual

11/22/2013 10:41 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 1
apcshdsb

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

INVOICE DTL DESC

334456 11/22/2013 PRD 96 CHEVRON PRODUCTS COM 187644 586755 10/29/2013 M112213 177.19
Invoice: 586755 POL/VEHICAL FUEL
177.19 53011212 532000 PD-C/E-PATROL-FUEL

CHECK 334456 TOTAL: 177.19

334457 11/22/2013 PRD 678 MUNICIPAL RESEARCH & 187645 11/21/13 11/21/2013 M112213 240.00
Invoice: 11/21/13 ENG/SUBSCRIPTN - ROSTER SVC
240.00 72011321 549100 ENG - C/E ADMIN MISCELLEANEOUS

CHECK 334457 TOTAL: 240.00

334458 11/22/2013 PRD 7869 SCHRAMKE, STEPHEN & 187646 11/20/13 11/20/2013 M112213 887.13
Invoice: 11/20/13 ENG/HOTEL STAY-CONSTR NOISE
887.13 72321953 66300000534 ROCKAWAY BEACH-CONSTR

CHECK 334458 TOTAL: 887.13

NUMBER OF CHECKS 3 *** CASH ACCOUNT TOTAL *** 1,304.32

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	3	1,304.32

*** GRAND TOTAL *** 1,304.32

11/22/2013 10:41 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 2
apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2013 11	264								
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		417.19	
11/22/2013	M112213	112213				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			1,304.32
11/22/2013	M112213	112213				AP CASH DISBURSEMENTS JOURNAL			
APP 301-213000						ACCOUNTS PAYABLE		887.13	
11/22/2013	M112213	112213				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								1,304.32	1,304.32
APP 631-130000						DUE TO/FROM CLEARING		1,304.32	
11/22/2013	M112213	112213							
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			417.19
11/22/2013	M112213	112213							
APP 301-130000						DUE TO/FROM CLEARING			887.13
11/22/2013	M112213	112213							
SYSTEM GENERATED ENTRIES TOTAL								1,304.32	1,304.32
JOURNAL 2013/11/264 TOTAL								2,608.64	2,608.64

11/22/2013 10:41
lsteinberg

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

PG 3
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
001 GENERAL FUND	2013 11	264	11/22/2013			
001-130000				GENERAL - DUE TO/FROM CLEARING		417.19
001-213000				GENERAL - ACCOUNTS PAYABLE	417.19	
				FUND TOTAL	417.19	417.19
301 CAPITAL CONSTRUCTION FUND	2013 11	264	11/22/2013			
301-130000				DUE TO/FROM CLEARING		887.13
301-213000				ACCOUNTS PAYABLE	887.13	
				FUND TOTAL	887.13	887.13
631 CLEARING FUND	2013 11	264	11/22/2013			
631-130000				DUE TO/FROM CLEARING	1,304.32	
635-111100				CASH		1,304.32
				FUND TOTAL	1,304.32	1,304.32

11/22/2013 10:41
lsteinberg

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

PG 4
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
631 CLEARING FUND	1,304.32	
001 GENERAL FUND		417.19
301 CAPITAL CONSTRUCTION FUND		887.13
TOTAL	1,304.32	1,304.32

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

Manual

11/27/2013 07:24 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 1
apcshdsb

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

INVOICE DTL DESC

334459 11/27/2013 PRD 102 CITY OF BAINBRIDGE I 187648 RETREQ3-606 11/15/2013 21300123 M112713 3,048.20
Invoice: RETREQ3-606 RET. MADISON AVE. H20 MAIN
3,048.20 72413434 66300000606 MAD WATER MAIN UPG-CONSTR

CHECK 334459 TOTAL: 3,048.20

334460 11/27/2013 PRD 5262 LIDEN LAND DEV & EXC 187647 PAYREQ3-606 11/15/2013 21300122 M112713 42,339.50
Invoice: PAYREQ3-606 MADISON AVE. H20 MAIN
42,339.50 72413434 66300000606 MAD WATER MAIN UPG-CONSTR

CHECK 334460 TOTAL: 42,339.50

NUMBER OF CHECKS 2 *** CASH ACCOUNT TOTAL *** 45,387.70

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	45,387.70

*** GRAND TOTAL *** 45,387.70

11/27/2013 07:24 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

|PG 2
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2013 11	321								
APP 401-213000						ACCOUNTS PAYABLE		45,387.70	
11/27/2013	M112713	112713				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			45,387.70
11/27/2013	M112713	112713				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								45,387.70	45,387.70
APP 631-130000						DUE TO/FROM CLEARING		45,387.70	
11/27/2013	M112713	112713							
APP 401-130000						DUE TO/FROM CLEARING			45,387.70
11/27/2013	M112713	112713							
SYSTEM GENERATED ENTRIES TOTAL								45,387.70	45,387.70
JOURNAL 2013/11/321 TOTAL								90,775.40	90,775.40

11/27/2013 07:24
lsteinberg

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

PG 3
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
401 WATER OPERATING FUND	2013 11	321	11/27/2013			
401-130000				DUE TO/FROM CLEARING		45,387.70
401-213000				ACCOUNTS PAYABLE	45,387.70	
				FUND TOTAL	45,387.70	45,387.70
631 CLEARING FUND	2013 11	321	11/27/2013			
631-130000				DUE TO/FROM CLEARING	45,387.70	
635-111100				CASH		45,387.70
				FUND TOTAL	45,387.70	45,387.70

11/27/2013 07:24
lsteinberg

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

PG 4
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
631 CLEARING FUND	45,387.70	
401 WATER OPERATING FUND		45,387.70
TOTAL	45,387.70	45,387.70

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

Manual

11/27/2013 13:05 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 1
apcshdsb

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

INVOICE DTL DESC

334461 11/26/2013 PRD 7801 REDSIDE CONSTRUCTION 187659 PAYREQ4-534 11/26/2013 21300132 M112613 142,229.00
Invoice: PAYREQ4-534 PAYMENT- ROCKAWAY BEACH REPAIR
142,229.00 72321953 66300000534 ROCKAWAY BEACH-CONSTR

CHECK 334461 TOTAL: 142,229.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 142,229.00

COUNT AMOUNT

TOTAL PRINTED CHECKS 1 142,229.00

*** GRAND TOTAL *** 142,229.00

11/27/2013 13:05 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

|PG 2
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2013 11	329								
APP 301-213000						ACCOUNTS PAYABLE		142,229.00	
11/26/2013	M112613	112613				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			142,229.00
11/26/2013	M112613	112613				AP CASH DISBURSEMENTS JOURNAL			
						GENERAL LEDGER TOTAL		142,229.00	142,229.00
APP 631-130000						DUE TO/FROM CLEARING		142,229.00	
11/26/2013	M112613	112613							
APP 301-130000						DUE TO/FROM CLEARING			142,229.00
11/26/2013	M112613	112613							
						SYSTEM GENERATED ENTRIES TOTAL		142,229.00	142,229.00
						JOURNAL 2013/11/329 TOTAL		284,458.00	284,458.00

11/27/2013 13:05
lsteinberg

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

|PG 3
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
301 CAPITAL CONSTRUCTION FUND	2013 11	329	11/26/2013			
301-130000				DUE TO/FROM CLEARING		142,229.00
301-213000				ACCOUNTS PAYABLE	142,229.00	
				FUND TOTAL	142,229.00	142,229.00
631 CLEARING FUND	2013 11	329	11/26/2013			
631-130000				DUE TO/FROM CLEARING	142,229.00	
635-111100				CASH		142,229.00
				FUND TOTAL	142,229.00	142,229.00

11/27/2013 13:05
lsteinberg

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

|PG 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
631 CLEARING FUND	142,229.00	
301 CAPITAL CONSTRUCTION FUND		142,229.00
TOTAL	142,229.00	142,229.00

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

Manual

12/02/2013 13:40 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 1
apcshdsb

CASH ACCOUNT: 635 111100 CASH

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

334462	12/02/2013	PRTD	1079 INT'L MUNICIPAL SIGN	187737	10/01/13-CIENEGA-B	10/01/2013		M120213	40.00
Invoice: 10/01/13-CIENEGA-B						PW/2013 CERTIFICATION/CIENEGA			
40.00 73111290 549100						O&M-STREET-MAINT O/H-MISC			
CHECK 334462 TOTAL:									40.00

334463	12/02/2013	PRTD	7482 JUDGE PLUMBING COMPA	187736	101113503	11/11/2013	21300070	M120213	8,199.00
Invoice: 101113503						2013-BACKFLOW TESTING			
7,759.78 73411349 54110000510						BACKFLOW TEST-PRO SVCS			
439.22 73415349 54110000510						BACKFLOW TEST-RB-PRO SVCS			
CHECK 334463 TOTAL:									8,199.00

334464	12/02/2013	PRTD	5271 WASHINGTON WATER SER	187738	0131710-OCT13	10/22/2013		M120213	150.22
Invoice: 0131710-OCT13						OCT13 WATER/DECANT FACILITY			
150.22 91435838 547500						GG-DECANT-WATER/SEWER			
CHECK 334464 TOTAL:									150.22

NUMBER OF CHECKS 3 *** CASH ACCOUNT TOTAL *** 8,389.22

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	3	8,389.22

*** GRAND TOTAL *** 8,389.22

12/02/2013 13:40 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 2
apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2013 12	5								
APP 101-213000						STREETS - ACCOUNTS PAYABLE		40.00	
12/02/2013	M120213	120213				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			8,389.22
12/02/2013	M120213	120213				AP CASH DISBURSEMENTS JOURNAL			
APP 401-213000						ACCOUNTS PAYABLE		8,199.00	
12/02/2013	M120213	120213				AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000						ACCOUNTS PAYABLE		150.22	
12/02/2013	M120213	120213				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								8,389.22	8,389.22
APP 631-130000						DUE TO/FROM CLEARING		8,389.22	
12/02/2013	M120213	120213							
APP 101-130000						STREETS - DUE TO/FROM CLEARING			40.00
12/02/2013	M120213	120213							
APP 401-130000						DUE TO/FROM CLEARING			8,199.00
12/02/2013	M120213	120213							
APP 403-130000						DUE TO/FROM CLEARING			150.22
12/02/2013	M120213	120213							
SYSTEM GENERATED ENTRIES TOTAL								8,389.22	8,389.22
JOURNAL 2013/12/5 TOTAL								16,778.44	16,778.44

12/02/2013 13:40
lsteinberg

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

PG 3
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT			ACCOUNT DESCRIPTION		
101 STREET FUND	2013 12	5	12/02/2013		
101-130000			STREETS - DUE TO/FROM CLEARING		40.00
101-213000			STREETS - ACCOUNTS PAYABLE	40.00	
			FUND TOTAL	40.00	40.00
401 WATER OPERATING FUND	2013 12	5	12/02/2013		
401-130000			DUE TO/FROM CLEARING		8,199.00
401-213000			ACCOUNTS PAYABLE	8,199.00	
			FUND TOTAL	8,199.00	8,199.00
403 STORM & SURFACE WATER FUND	2013 12	5	12/02/2013		
403-130000			DUE TO/FROM CLEARING		150.22
403-213000			ACCOUNTS PAYABLE	150.22	
			FUND TOTAL	150.22	150.22
631 CLEARING FUND	2013 12	5	12/02/2013		
631-130000			DUE TO/FROM CLEARING	8,389.22	
635-111100			CASH		8,389.22
			FUND TOTAL	8,389.22	8,389.22

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

PG 4
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
631 CLEARING FUND	8,389.22	
101 STREET FUND		40.00
401 WATER OPERATING FUND		8,199.00
403 STORM & SURFACE WATER FUND		150.22
TOTAL	8,389.22	8,389.22

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

12/04/2013 13:50 | CITY OF BAINBRIDGE ISLAND
lsteinberg | A/P CASH DISBURSEMENTS JOURNAL

Regular Run

| PG 1
| apcshdeb

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

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC

334465	12/12/2013	PRTD	5 ACE HARDWARE	187649	25772	11/12/2013	12/08/13	6.05
Invoice: 25772				6.05	73011183 531100	PW/YLW SBUS RSTP/PAINT SUPPL		
						O&M-C/E-CH FAC-SUPPLIES		
187650	25735			11/07/2013	12/08/13	-48.28		
Invoice: 25735				-48.28	73421355 531100	PW/RETURN PLUMING SUPPLIES		
						WIN COLL-SUPPLIES		
187651	25836			11/18/2013	12/08/13	53.06		
Invoice: 25836				53.06	73421355 531100	PW/PLUMBING SUPPLIES		
						WIN COLL-SUPPLIES		
187652	25738			11/08/2013	12/08/13	48.28		
Invoice: 25738				48.28	73421355 531100	PW/PLUMBING SUPPLIES		
						WIN COLL-SUPPLIES		
187653	25840			11/19/2013	12/08/13	8.67		
Invoice: 25840				8.67	73011183 531100	PW/SANDPAPER/PAD STRIPPING		
						O&M-C/E-CH FAC-SUPPLIES		
187654	25848			11/20/2013	12/08/13	14.92		
Invoice: 25848				14.92	73411345 531100	PW/60W BULB		
						OFFICE SUPPLIES		
187655	25847			11/21/2013	12/08/13	31.44		
Invoice: 25847				31.44	73411345 531100	PW/RUBBNG ALCOHOL/HEATER FAN		
						OFFICE SUPPLIES		
187656	25882			11/23/2013	12/08/13	148.04		
Invoice: 25882				148.04	73011183 531100	PW/PAINTING SUPPLIES-CH		
						O&M-C/E-CH FAC-SUPPLIES		
187657	25886			11/25/2013	12/08/13	48.83		
Invoice: 25886				48.83	73011897 531100	PW/BULB/PLIERS		
						O&M-C/E-PWYD FAC-SUPPLIES		
187658	25887			11/25/2013	12/08/13	35.79		
Invoice: 25887				35.79	73011897 531100	PW/VACUUM BREAKER/HOSE MENDR		
						O&M-C/E-PWYD FAC-SUPPLIES		
187660	25888			11/25/2013	12/08/13	-11.94		
Invoice: 25888				-11.94	73011897 531100	PW/RETURN BULB		
						O&M-C/E-PWYD FAC-SUPPLIES		
187661	25889			11/25/2013	12/08/13	20.07		
Invoice: 25889				20.07	73011897 531100	PW/RAKE HANDLE/LFL BULB		
						O&M-C/E-PWYD FAC-SUPPLIES		
187662	25896			11/25/2013	12/08/13	3.03		
Invoice: 25896				3.03	73011897 531100	PW/HOSE MENDER		
						O&M-C/E-PWYD FAC-SUPPLIES		

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 lsteinberg | A/P CASH DISBURSEMENTS JOURNAL

PG 2
 apcshdsb

CASH ACCOUNT: 635 111100 CASH

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

187663	25892	11/25/2013	12/08/13	130.82
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Invoice: 25892

PW/ROPE/POLY FILM

130.82	73637955	531100
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O&M ALLOC-50SWM/50DEV-SUPPLIES

187823	25901
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11/26/2013

12/08/13

35.73

Invoice: 25901

PW/RUBBER HOLDDOWN STRAP

35.73	73011897	531100
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O&M-C/E-PWYD FAC-SUPPLIES

CHECK	334465	TOTAL:	524.51
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334466	12/12/2013	PRTD	7726	AIR MANAGEMENT SOLUT	187781	0000082254	10/01/2013	21300095	12/08/13	5,210.76
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Invoice: 0000082254

BUILDING SERVICES CONTRACT

3,998.87	73011183	54810000495
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BLDG SVCS CONTR-CH-MAINT

106.45	73011215	54810000495
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BLDG SVCS CONTR-PD-MAINT

372.09	73011755	54810000495
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BLDG SVCS CONTR-CMNS-MAINT

576.65	73011897	54810000495
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BLDG SVCS CONTR-PW YD-MAINT

156.70	73425358	54810000495
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BLDG SVCS CONTR-WWTP-MAINT

187783	0000109334
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11/22/2013

12/08/13

1,481.19

Invoice: 0000109334

PW/REPAIR UNIT #19

1,481.19	73011183	548100
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O&M-C/E-CH FAC-REPAIRS

CHECK	334466	TOTAL:	6,691.95
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334467	12/12/2013	PRTD	4260	AMERICAN PLANNING AS	187761	203522-13106	11/26/2013	12/08/13	294.00
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Invoice: 203522-13106

PCD/2014 DUES/TAYARA

294.00	63470588	549100
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CUR-DEV PLAN-DUES/SUBSCR

CHECK	334467	TOTAL:	294.00
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334468	12/12/2013	PRTD	29	PNWS-AWWA	187698	1916	11/26/2013	12/08/13	250.00
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Invoice: 1916

PW/2014 DUES

250.00	73411345	549100
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DUES/SUBSCRIPTIONS

CHECK	334468	TOTAL:	250.00
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334469	12/12/2013	PRTD	5907	AMSAN OLYMPIC SUPPLY	187666	300347283	11/19/2013	12/08/13	1,368.62
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Invoice: 300347283

PW/SOAP/TOISSUES/TOWELS

1,368.62	73637948	531100
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O&M ALLOC-CITY WIDE SUPPLIES

CHECK	334469	TOTAL:	1,368.62
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334470	12/12/2013	PRTD	4710	ASSOCIATED PETROLEU	187664	0502022-IN	11/14/2013	12/08/13	2,413.89
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Invoice: 0502022-IN

PW/700 GAL DIESEL

2,413.89	73638893	532000
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O&M-FUEL USE-ALLOCATION

187665	0502030-IN
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11/14/2013

12/08/13

1,883.74

12/04/2013 13:50 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

PG 3
apcshdsb

CASH ACCOUNT: 635	111100	CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
Invoice: 0502030-IN				1,883.74	73638932	532000	PW/651 GAL ETHANOL O&M-FUEL ALLOC TO OTH DEPTS		
CHECK 334470 TOTAL:									4,297.63
334471	12/12/2013	PRTD	7821 ARAMARK UNIFORM SERV	187784	655-7106498	11/07/2013	21300135	12/08/13	50.39
Invoice: 655-7106498				50.39	73638893	589310	UNIFORM MAINTENANCE LAUNDRY SERVICES		
Invoice: 655-7118387				187785	655-7118387	11/14/2013	21300135	12/08/13	54.63
				54.63	73638893	589310	UNIFORM MAINTENANCE LAUNDRY SERVICES		
Invoice: 655-7130167				187786	655-7130167	11/21/2013	21300135	12/08/13	64.40
				64.40	73638893	589310	UNIFORM MAINTENANCE LAUNDRY SERVICES		
Invoice: 655-7142016				187787	655-7142016	11/28/2013	21300135	12/08/13	52.07
				52.07	73638893	589310	UNIFORM MAINTENANCE LAUNDRY SERVICES		
CHECK 334471 TOTAL:									221.49
334472	12/12/2013	PRTD	2138 ASPECT CONSULTING LL	187788	18976	11/15/2013	21300143	12/08/13	3,645.48
Invoice: 18976				3,645.48	73435838	54110000261	VINCENT RD LANDFILL MONITORING VINCENT RD DUMP-GRND WTR MONIT		
CHECK 334472 TOTAL:									3,645.48
334473	12/12/2013	PRTD	6420 AT&T MOBILITY	187762	0932NOV13	11/21/2013		12/08/13	99.77
Invoice: 0932NOV13				99.77	91011189	542100	ENG/DATA CARDS SURVEY EQUIP GG-C/E-CITY HALL-PHONE		
CHECK 334473 TOTAL:									99.77
334474	12/12/2013	PRTD	54 BAINBRIDGE RENTAL IN	187668	151269	11/07/2013		12/08/13	152.92
Invoice: 151269				152.92	73638893	589310	PW/CHAPS/CHAIN/OIL LAUNDRY SERVICES		
CHECK 334474 TOTAL:									152.92
334475	12/12/2013	PRTD	55 BAINBRIDGE ISLAND RE	187763	523766	11/01/2013		12/08/13	21.00
Invoice: 523766				21.00	11011113	544000	CLERK/LEGAL AD-ORD 2013-33 COUNCIL - LEGAL NOTICES		
Invoice: 523785				187764	523785	11/01/2013		12/08/13	102.00
							PCD/LEGAL AD-SCUP17519		

12/04/2013 13:50 | CITY OF BAINBRIDGE ISLAND
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PG 4
apcshdsb

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

				102.00	63470586	544000		CUR - DEV ZONING ADVERTISING		
Invoice: 523786				187765	523786		11/01/2013	12/08/13	96.00	
								PCD/LEGAL AD-FREESTONE		
				96.00	63470586	544000		CUR - DEV ZONING ADVERTISING		
Invoice: 523826				187766	523826		11/01/2013	12/08/13	41.00	
								CLERK/LEGAL AD-CONTRACT COMP		
				41.00	72111953	64400000632		2013 CHIP SEAL PRGM-ADV		
Invoice: 526973				187767	526973		11/15/2013	12/08/13	87.00	
								CLERK/LEGAL AD-ORD 16-20		
				87.00	11011113	544000		COUNCIL - LEGAL NOTICES		
Invoice: 526975				187768	526975		11/15/2013	12/08/13	64.00	
								CLERK/LEGAL AD-OR 2013-28-30		
				64.00	11011113	544000		COUNCIL - LEGAL NOTICES		
Invoice: 529531				187769	529531		11/29/2013	12/08/13	71.00	
								CLERK/LEGAL AD-ORD 2013-25		
				71.00	11011113	544000		COUNCIL - LEGAL NOTICES		
Invoice: 529533				187770	529533		11/29/2013	12/08/13	64.00	
								CLERK/LEGAL AD-ORD 2013-37		
				64.00	11011113	544000		COUNCIL - LEGAL NOTICES		
Invoice: 525439				187789	525439		11/08/2013	12/08/13	120.00	
								PCD/LEGAL AD-PSE NOA		
				120.00	63470586	544000		CUR - DEV ZONING ADVERTISING		
Invoice: 529455				187824	529455		11/29/2013	12/08/13	126.00	
								PCD/LEGAL AD-FREEMAN GLEASON		
				126.00	63470586	544000		CUR - DEV ZONING ADVERTISING		
Invoice: 529468				187825	529468		11/29/2013	12/08/13	75.00	
								PCD/LEGAL AD-MURRAY NOI		
				75.00	63470586	544000		CUR - DEV ZONING ADVERTISING		
								CHECK 334475 TOTAL:	867.00	

334476	12/12/2013	PRTD	57 BAY HAY & FEED	187672	966149		11/25/2013	12/08/13	194.39	
Invoice: 966149								PW/HAY STRAW		
				194.39	73637955	531100		O&M ALLOC-50SWM/50DEV-SUPPLIES		
								CHECK 334476 TOTAL:	194.39	

334477	12/12/2013	PRTD	5412 BENEFIT ADMINISTRATI	187692	1311521		11/21/2013	21300030	12/08/13	152.50
Invoice: 1311521								BENEFITS ADMINISTRATION 2013		
				21.35	21011125	520000		COURT - BENEFITS		
				25.93	31011131	520000		EXEC - C/E BENEFITS		

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CASH ACCOUNT: 635 111100 CASH

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INVOICE DTL DESC

25.93	41011141	520000	FIN - C/E ADMIN BENEFITS
9.15	51011211	520000	PD-C/E ADMIN-BENEFITS
6.10	61011581	520000	PCD - C/E ADMIN BENEFITS
50.33	71011321	520000	PW - C/E BENEFITS
13.71	81011881	520000	IT - C/E ADMIN BENEFITS

CHECK 334477 TOTAL: 152.50

334478	12/12/2013	PRTD	7178 BAINBRIDGE ISL CHILD	187669	11/14/13	11/14/2013	21300062	12/08/13	5,615.57
			Invoice: 11/14/13			3Q SUPP FOR FAMILIES IN CRISIS			
					5,615.57	31017540	54110000297	EXEC - HHHS CHILD PROF SVC	

CHECK 334478 TOTAL: 5,615.57

334479	12/12/2013	PRTD	50 BAINBRIDGE ISLAND EL	187667	20130542	11/18/2013		12/08/13	597.30
			Invoice: 20130542			PW/SANDS RD PUMP STAT REPR			
					597.30	73411345	548100	REPAIRS & MAINTENANCE	

CHECK 334479 TOTAL: 597.30

334480	12/12/2013	PRTD	7698 BAINBRIDGE ISLAND FO	187671	COBI001	10/31/2013	21300077	12/08/13	5,000.00
			Invoice: COBI001			LTAC-BI FOOTBALL CLUB			
					5,000.00	91140573	541100	GG-TOUR-PROF SERVICES	

CHECK 334480 TOTAL: 5,000.00

334481	12/12/2013	PRTD	1341 BLUE SKY PRINTING	187790	98622	11/15/2013		12/08/13	86.88
			Invoice: 98622			POL/BUSINESS CARDS X 5			
					17.38	55011757	531100	PD-HARBORMASTER-SUPPLIES	
					69.50	53011212	531100	PD-C/E-PATROL SUPPLIES	

CHECK 334481 TOTAL: 86.88

334482	12/12/2013	PRTD	72 BRATWEAR	187836	10284	11/27/2013		12/08/13	46.02
			Invoice: 10284			POL/JUMPSUIT REPAIR/813			
					46.02	53011212	520000	POLICE - C/E PATROL BENEFITS	

CHECK 334482 TOTAL: 46.02

334483	12/12/2013	PRTD	7621 CAROLLO ENGINEERS IN	187826	0131528	11/15/2013	21200189	12/08/13	15,661.50
			Invoice: 0131528			GENERAL SEWER PLAN UPDATES			
					15,661.50	72421352	54110000343	SWR SYS COMP PLAN-ENG	

CHECK 334483 TOTAL: 15,661.50

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CASH ACCOUNT: 635 111100 CASH

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INVOICE DTL DESC

334484	12/12/2013	PRTD	7871 CENTURY MANUFACTURIN	187792	528830	10/18/2013		12/08/13	131.92	
Invoice: 528830						PW/GRAFFITI WIPES X 2				
				131.92	73111264	531100	O&M-STREET-TRAF CONTROL-SUPPLY			
								CHECK	334484 TOTAL:	131.92

334485	12/12/2013	PRTD	551 CENUTRYLINK	187771	0399NOV13	11/23/2013		12/08/13	2,450.86	
Invoice: 0399NOV13						CITYWIDE PHONE SERVICE				
				1,508.17	91425358	542100	GG-WWTP-TELEPHONE/FAX			
				614.54	91411891	542100	GG-WTR-FAC-PHONE			
				30.09	91011755	542100	GG-C/E-COMMONS-PHONE			
				81.94	91011189	542100	GG-C/E-CITY HALL-PHONE			
				141.05	91011897	542100	GG-C/E-O&M YARD FAC-PHONE			
				40.75	91011255	542100	GG-C/E-COURT BLDG-PHONE			
				34.32	91011215	542100	GG-C/E-PD-PHONE			
								CHECK	334485 TOTAL:	2,450.86

334486	12/12/2013	PRTD	7823 CIVICPLUS, LLC	187803	143696	11/11/2013		12/08/13	9,395.28	
Invoice: 143696						IT/WEBSITE REDESIGN-FINAL PH				
				9,395.28	31011413	66300000653	WEBSITE REDESIGN			
								CHECK	334486 TOTAL:	9,395.28

334487	12/12/2013	PRTD	51 BAINBRIDGE ISLAND	187772	26797594	11/22/2013		12/08/13	50.00	
Invoice: 26797594						OUT COURT TICKET				
				50.00	63638	389000	COURT NON-REVENUE			
								CHECK	334487 TOTAL:	50.00

334488	12/12/2013	PRTD	4513 WASTE MANAGEMENT	187793	0035904-2588-4	11/01/2013	21300015	12/08/13	11,877.68	
Invoice: 0035904-2588-4						SPOILS DISPOSAL-2013				
				11,877.68	91435838	54790000618	GG-DECANT-SPOILS DISPOSAL			
				187794	0036010-2588-9	11/15/2013	21300015	12/08/13	155.50	
Invoice: 0036010-2588-9						SPOILS DISPOSAL-2013				
				155.50	91435838	54790000618	GG-DECANT-SPOILS DISPOSAL			
								CHECK	334488 TOTAL:	12,033.18

334489	12/12/2013	PRTD	6920 COMCAST	187795	72993DEC13	11/20/2013		12/08/13	11.26
Invoice: 72993DEC13						POL/XFINITY HD CONVERTER BOX			
				11.26	51011211	545000	PD-C/E-ADMIN RENTS/LEASE		

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CASH ACCOUNT: 635 111100 CASH
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						CHECK	334489 TOTAL:	11.26
334490	12/12/2013	PRTD	7509 CONSTRUCTION PARTS L	187796	11492	11/14/2013	12/08/13	488.70
	Invoice: 11492					PW/POLY TUBE BROOM-EQ#24		
				488.70	73111423 531100	OFFICE SUPPLIES		
						CHECK	334490 TOTAL:	488.70
334491	12/12/2013	PRTD	1198 THE DOCTORS CLINIC	187674	OMF6 OCT13	11/15/2013	12/08/13	83.00
	Invoice: OMF6 OCT13					PW/CDL EXAM-ROGER		
				83.00	73111290 520000	O&M-STREET-MAINT O/H-BENEFITS		
						CHECK	334491 TOTAL:	83.00
334492	12/12/2013	PRTD	672 DSC INC	187673	91432	11/07/2013	12/08/13	464.51
	Invoice: 91432					PW/HOSE FITTINGS X 6		
				464.51	73435838 531100	O&M-DECANT-SUPPLIES		
						CHECK	334492 TOTAL:	464.51
334493	12/12/2013	PRTD	7144 DTMICRO, INC	187804	1793	11/15/2013	12/08/13	135.75
	Invoice: 1793					IT/NOV13 POLICE ILEADS CONN		
				135.75	91011215 542100	GG-C/E-PD-PHONE		
						CHECK	334493 TOTAL:	135.75
334494	12/12/2013	PRTD	6374 FILEONQ INC	187797	4426	11/21/2013	12/08/13	3,340.97
	Invoice: 4426					POL/2014 SOFTWARE SUPPORT		
				3,340.97	51011215 548500	POLICE - C/E FACIL COMP MAINT		
						CHECK	334494 TOTAL:	3,340.97
334495	12/12/2013	PRTD	7862 FORSLUND, WILLIAM &	187628	35167	11/21/2013	12/08/13	862.94
	Invoice: 35167					UB 11328 1014 CHERRY AVENUE NE		
				862.94	411 122100	WATER ACCOUNTS RECEIVABLE		
						CHECK	334495 TOTAL:	862.94
334496	12/12/2013	PRTD	7851 GEOTECH ENVIROMENTAL	187798	412274	10/31/2013	12/08/13	1,618.71
	Invoice: 412274					PW/PUMP RF2/REPR LABOR ELECT		
				1,618.71	73435838 54810000261	VINCENT RD DUMP-GRND WTR MONIT		
				187799	412275	10/31/2013	12/08/13	1,478.71
	Invoice: 412275					PW/PUMP RF2/REPR LABOR ELECT		
				1,478.71	73435838 54810000261	VINCENT RD DUMP-GRND WTR MONIT		

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CASH ACCOUNT: 635 111100 CASH
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INVOICE DTL DESC

						CHECK	334496	TOTAL:	3,097.42
334497	12/12/2013	PRTD	6765 GREY CHEVROLET	187676	5038002	11/14/2013		12/08/13	145.86
	Invoice: 5038002					PW/N-WHEEL-POL VEHIC			
				145.86	53011212 531100	PD-C/E-PATROL SUPPLIES			
						CHECK	334497	TOTAL:	145.86
334498	12/12/2013	PRTD	1517 GUARDIAN SECURITY SY	187773	467975	11/15/2013		12/08/13	158.02
	Invoice: 467975					CRT/SECURITY SYST MAINT			
				158.02	21011125 541100	COURT - PROFESSIONAL SERVICES			
				187837	471224	12/01/2013		12/08/13	237.00
	Invoice: 471224					POL/SECURITY/FIRE ALARMS			
				237.00	51011215 541100	POLICE - C/E FACIL PROF SVCS			
						CHECK	334498	TOTAL:	395.02
334499	12/12/2013	PRTD	252 H.D. FOWLER COMPANY	187678	I3517861	11/07/2013		12/08/13	205.30
	Invoice: I3517861					PW/BACKWATER VALV/TEST BALL			
				205.30	73421355 531100	WIN COLL-SUPPLIES			
				187679	3522617	11/14/2013		12/08/13	1,952.24
	Invoice: 3522617					PW/FIRE HYDRANT			
				1,952.24	73411345 531100	OFFICE SUPPLIES			
						CHECK	334499	TOTAL:	2,157.54
334500	12/12/2013	PRTD	502 HD SUPPLY WATERWORKS	187680	B714295	11/05/2013		12/08/13	116.75
	Invoice: B714295					PW/202S-1320 RM 12X21P			
				116.75	73411345 531100	OFFICE SUPPLIES			
						CHECK	334500	TOTAL:	116.75
334501	12/12/2013	PRTD	268 HOUSING RESOURCES BO	187677	2013-145	11/01/2013 21300121		12/08/13	750.00
	Invoice: 2013-145					ISLANDER MOBILE HOME-DFLT FEES			
				750.00	31180592 54130400297	HRB-IMHP SPACE RENT DEFAULT			
						CHECK	334501	TOTAL:	750.00
334502	12/12/2013	PRTD	7500 HOUSING RESOURCES BO	187635	35174	11/21/2013		12/08/13	96.02
	Invoice: 35174					UB 12838 992 CURTIS LOOP NE			
				96.02	411 122100	WATER ACCOUNTS RECEIVABLE			

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CASH ACCOUNT: 635 111100 CASH
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CHECK 334502 TOTAL: 96.02

334503 12/12/2013 PRD 277 INSLEE BEST DOEZIE & 187681 196006 11/11/2013 12/08/13 843.20
Invoice: 196006 LEGAL/MCNABB

843.20 32011152 54111100184 MCNABB-LITIGATION-OUTSIDE ATTY

CHECK 334503 TOTAL: 843.20

334504 12/12/2013 PRD 7482 JUDGE PLUMBING COMPA 187682 111313557 11/13/2013 12/08/13 228.06
Invoice: 111313557 PW/WINTERIZE CH IRRIGATION

228.06 73011183 548100 O&M-C/E-CH FAC-REPAIRS

187683 111313558 11/13/2013 12/08/13 190.05

Invoice: 111313558

190.05 73011183 548100 PW/WINTERIZE BPA IRRIGATION
O&M-C/E-CH FAC-REPAIRS

187684 111313559 11/13/2013 12/08/13 135.75

Invoice: 111313559

135.75 73111427 548100 PW/WINTRIZ TRAF CIRC IRRIGAT
O&M-ACCESS RDSIDE R&M

187685 111313560 11/13/2013 12/08/13 380.10

Invoice: 111313560

380.10 73425358 548100 PW/WINTERIZE WWTP IRRIGATN
O&M-WWTP-REPAIRS

187686 111313561 11/13/2013 12/08/13 228.06

Invoice: 111313561

228.06 73111427 548100 PW/WINTERIZE WW IRRIGATION
O&M-ACCESS RDSIDE R&M

CHECK 334504 TOTAL: 1,162.02

334505 12/12/2013 PRD 1496 KITSAP COUNTY SEWER 187688 22061-BLAKELY 11/20/2013 21300032 12/08/13 700.00
Invoice: 22061-BLAKELY NOV13/14 BLAKELY

700.00 73426356 551000 SIS-SD#7 PROCESSING CHGS

187689 22061-LYNWOOD 11/20/2013 21300032 12/08/13 2,795.00

Invoice: 22061-LYNWOOD

2,795.00 73426356 551000 NOV13/61.8 LYNWOOD CTR
SIS-SD#7 PROCESSING CHGS

187690 22061-BLOSSOM 11/20/2013 21300032 12/08/13 985.00

Invoice: 22061-BLOSSOM

985.00 73426356 551000 NOV13/BLOSSOM HILL
SIS-SD#7 PROCESSING CHGS

187691 22061-SIS 11/20/2013 21300032 12/08/13 8,600.00

Invoice: 22061-SIS

8,600.00 73426356 551000 NOV13/167 SIS
SIS-SD#7 PROCESSING CHGS

CHECK 334505 TOTAL: 13,080.00

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CASH ACCOUNT: 635		111100	CASH			INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE				
INVOICE DTL DESC									
334506	12/12/2013	PRTD	199 KITSAP ECONOMIC DEVE	187687	CBI-2013	09/30/2013	21300171	12/08/13	5,000.00
			Invoice: CBI-2013			2013 ECONOMIC DEVELOPMENT SVC			
				5,000.00	91140573 541100	GG-TOUR-PROF SERVICES			
								CHECK	334506 TOTAL:
									5,000.00
334507	12/12/2013	PRTD	1137 KESSELRING GUN SHOP	187800	40856	11/20/2013		12/08/13	1,397.79
			Invoice: 40856			POL/AMMUNITION			
				1,397.79	53011212 531100	PD-C/E-PATROL SUPPLIES			
								CHECK	334507 TOTAL:
									1,397.79
334508	12/12/2013	PRTD	7089 KITSAP SAFETY	187675	8569	11/13/2013		12/08/13	344.26
			Invoice: 8569			PW/SOFTWARE KIT/CHARGR/PINS			
				344.26	73421355 531100	WIN COLL-SUPPLIES			
								CHECK	334508 TOTAL:
									344.26
334509	12/12/2013	PRTD	579 KITSAP SUN	187801	2014-SUB2-POLICE	11/18/2013		12/08/13	143.40
			Invoice: 2014-SUB2-POLICE			POL/SQUAD ROOM THRU MAY 2014			
				143.40	53011212 549100	PD-C/E-PATROL-DUES/SUBCR/MEMBR			
								CHECK	334509 TOTAL:
									143.40
334510	12/12/2013	PRTD	309 KITSAP TIRE CENTER I	187693	186137	11/22/2013		12/08/13	1,322.36
			Invoice: 186137			PW/TIRES-VEH#68			
				1,322.36	73111427 548100	O&M-ACCESS RDSIDE R&M			
								CHECK	334510 TOTAL:
									1,322.36
334511	12/12/2013	PRTD	7864 KUSHNER, EDWARD & KA	187630	35169	11/21/2013		12/08/13	22.46
			Invoice: 35169			UB 10453 255 SHANNON DRIVE SE			
				22.46	411 122100	WATER ACCOUNTS RECEIVABLE			
								CHECK	334511 TOTAL:
									22.46
334512	12/12/2013	PRTD	6577 LAKESIDE INDUSTRIES	187694	14100040MB	11/20/2013		12/08/13	1,442.39
			Invoice: 14100040MB			PW/12.03 TONS ASPHALT			
				1,442.39	73111423 531100	OFFICE SUPPLIES			
								CHECK	334512 TOTAL:
									1,442.39

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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									
334513	12/12/2013	PRTD	7867 MCCAUGHEY, DAVID M &	187633	35172	11/21/2013		12/08/13	237.52
			Invoice: 35172			UB 12108 473 GLEN HOLLOW PLACE			
				237.52	411	122100	WATER ACCOUNTS RECEIVABLE		
						CHECK	334513	TOTAL:	237.52
334514	12/12/2013	PRTD	5837 NCL OF WISCONSIN INC	187695	330230	11/18/2013		12/08/13	99.21
			Invoice: 330230			PW/WASTE WTR TESTING-WWTP			
				99.21	73425358	548100	O&M-WWTP-REPAIRS		
						CHECK	334514	TOTAL:	99.21
334515	12/12/2013	PRTD	677 NORTH COAST ELECTRIC	187696	S5492232.001	11/15/2013		12/08/13	660.48
			Invoice: S5492232.001			PW/ELECTRICAL PARTS			
				660.48	73011897	531100	O&M-C/E-PWYD FAC-SUPPLIES		
						CHECK	334515	TOTAL:	660.48
334516	12/12/2013	PRTD	2430 OGDEN MURPHY WALLACE	187715	708687	11/12/2013		12/08/13	520.50
			Invoice: 708687			LEGAL/GERLACH			
				520.50	32011152	54111100566	GERLACH BUOY APPEAL-LITIGATION		
			Invoice: 708687A			LEGAL/SMP			
				2,475.00	32011152	54111000289	SMP-CIVIL LEGAL SVCS		
			Invoice: 708687B			LEGAL/CINGULAR WIRELESSCLM			
				568.87	32011152	54111100633	CINGULAR WIRELESS CLAIM-LITIGA		
			Invoice: 708687C			LEGAL/NPDES PERMIT APPEAL			
				225.00	32431152	54111100605	LITIGATION-STATE DOE NPDES REG		
			Invoice: 708687D			LEGAL/MCNABB			
				3,082.50	32011152	54111100184	MCNABB-LITIGATION-OUTSIDE ATTY		
			Invoice: 708687E			LEGAL/PAULSON			
				877.50	32011152	54111100655	PAULSON/FORTNER PRR SUIT-LEGAL		
			Invoice: 708687F			LEGAL/GERLACH			
				22.37	32011152	54111100566	GERLACH BUOY APPEAL-LITIGATION		
			Invoice: 708687G			LEGAL/CITY HALL OFFICE HRS			
				187722	708687G			12/08/13	3,124.51

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CASH ACCOUNT: 635 111100 CASH
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	3,124.51	32011152	54111000506	INSLEE BEST IN CITY HALL TIME			
Invoice: 708687H	187723	708687H		11/12/2013	12/08/13	4,965.23	
				LEGAL/COUNCIL MEETINGS			
	4,965.23	32011152	54111000511	LEGAL-CC MEETINGS & STUDY SESS			
Invoice: 708687-I	187724	708687-I		11/12/2013	12/08/13	2,628.02	
				LEGAL/GENERAL WORK			
	2,628.02	32011152	54111000512	LEGAL-GENERAL WORK			
Invoice: 708687J	187725	708687J		11/12/2013	12/08/13	2,272.37	
				LEGAL/MISC LAND USE/DEV ISSU			
	2,272.37	32470152	541110	LGL-DEVELOP-CIVIL-OUTSIDE ATTY			
Invoice: 708687K	187726	708687K		11/12/2013	12/08/13	78.28	
				LEGAL/MCNABB			
	78.28	32011152	54111100184	MCNABB-LITIGATION-OUTSIDE ATTY			
Invoice: 708687L	187727	708687L		11/12/2013	12/08/13	67.10	
				LEGAL/RADTKE/SVC ANIMALS			
	67.10	32011152	541110	LGL-C/E-CIVIL-GEN'L OUTSIDE AT			
Invoice: 708687M	187728	708687M		11/12/2013	12/08/13	111.83	
				LEGAL/TBD ISSUES			
	111.83	32011152	54111000603	TRANS BENEFIT DIST COSTS-LEGAL			
Invoice: 708687N	187729	708687N		11/12/2013	12/08/13	178.93	
				LEGAL/ROCKAWAY PROJECT			
	178.93	320111510	64111000534	ROCKAWAY BEACH-LEGAL			
Invoice: 708687-O	187730	708687-O		11/12/2013	12/08/13	771.62	
				LEGAL/VISCONSI			
	771.62	32470152	541110	LGL-DEVELOP-CIVIL-OUTSIDE ATTY			
Invoice: 708687P	187731	708687P		11/12/2013	12/08/13	216.95	
				LEGAL/STATE DOE/NPDES REGS			
	216.95	32431152	54111100605	LITIGATION-STATE DOE NPDES REG			
Invoice: 708687Q	187732	708687Q		11/12/2013	12/08/13	22.35	
				LEGAL/MCCONAGLE SEPA APPEAL			
	22.35	32431152	54111100647	MCGONAGLE SEPA APPEAL-SSWM			
Invoice: 708687R	187733	708687R		11/12/2013	12/08/13	670.98	
				LEGAL/I-502 MARIJUANA LEGALI			
	670.98	32011152	54111000659	I-502-LEGAL			
Invoice: 708687S	187734	708687S		11/12/2013	12/08/13	1,274.86	
				LEGAL/HEMPHILL			
	1,274.86	32470152	541110	LGL-DEVELOP-CIVIL-OUTSIDE ATTY			
Invoice: 708687T	187735	708687T		11/12/2013	12/08/13	67.10	
				LEGAL/HOB PROPERTY			

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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

67.10 91011152 54111000558 LEGAL EXP-HOB PROP SALE

CHECK 334516 TOTAL: 24,221.87

334517 12/12/2013 PRD 7170 OPEN WORKS 187802 INV618830 11/01/2013 21300041 12/08/13 2,451.92

Invoice: INV618830

2013-JANITORIAL CONTRACT

2,451.92 91011183 54110000269 JANITORIAL CONTRACT-PRO SVCS

CHECK 334517 TOTAL: 2,451.92

334518 12/12/2013 PRD 5977 PAPER PRODUCTS ETC 187739 502657 11/27/2013 12/08/13 901.77

Invoice: 502657

PCD/MISC OFFICE SUPPLIES

245.02 63470588 531100 CUR - DEV DEV PLAN OFC SUPPLY

427.34 62471591 531100 BLDG - BLDG OFFICE SUPPLIES

229.41 61011581 531100 PCD - C/E ADMIN SUPPLIES

187740 502665 11/27/2013 12/08/13 206.48

Invoice: 502665

PCD/MISC OFFICE SUPPLIES

206.48 61011581 531100 PCD - C/E ADMIN SUPPLIES

187840 502642 11/25/2013 12/08/13 249.24

Invoice: 502642

FIN/EX/COPY PAPER

124.62 31011131 531100 EXEC - C/E SUPPLIES

124.62 41011141 531100 FIN - C/E ADMIN SUPPLIES

CHECK 334518 TOTAL: 1,357.49

334519 12/12/2013 PRD 6989 POLICE EXECUTIVE RES 187838 55818 11/22/2013 12/08/13 185.00

Invoice: 55818

POL/MEMBER DUES/800

185.00 51011211 549100 PD-C/E-ADM-DUES/SUBCR/MEMBRSH

CHECK 334519 TOTAL: 185.00

334520 12/12/2013 PRD 360 PROBUIDL COMPANY LLC 187699 1502032 11/12/2013 12/08/13 9.76

Invoice: 1502032

PW/4" MALE ADAPTR-WNG PT SWR

9.76 73421355 531100 WIN COLL-SUPPLIES

187700 1502404 11/14/2013 12/08/13 78.11

Invoice: 1502404

PW/1 X 12 FIR X 8

78.11 73111264 531100 O&M-STREET-TRAF CONTROL-SUPPLY

187701 1502458 11/14/2013 12/08/13 22.74

Invoice: 1502458

PW/1 X 6 FIR X 6

22.74 73111264 531100 O&M-STREET-TRAF CONTROL-SUPPLY

CHECK 334520 TOTAL: 110.61

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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

334521 12/12/2013 PRD 4112 PROTHMAN COMPANY 187702 2013-4136 11/12/2013 21300118 12/08/13 8,240.00
Invoice: 2013-4136 INTERIM PW DIRECTOR SERVICES
8,240.00 46011161 54110000640 PW DIR SEARCH-INTERIM PW DIR

CHECK 334521 TOTAL: 8,240.00

334522 12/12/2013 PRD 4698 PUBLIC SAFETY CENTER 187805 5462122 11/14/2013 12/08/13 312.21
Invoice: 5462122 POL/METH TEST KITS X 10
312.21 52011212 531100 POLICE - C/E INVEST SUPPLIES

CHECK 334522 TOTAL: 312.21

334523 12/12/2013 PRD 2203 PUBLIC SAFETY TESTIN 187703 2013-5268 11/11/2013 12/08/13 250.00
Invoice: 2013-5268 HR/3Q POLICE RECRUIT TESTING
250.00 91011211 549100 GG-C/E-CIVIL SVC-DUES/SUBS

CHECK 334523 TOTAL: 250.00

334524 12/12/2013 PRD 1864 PUGET SOUND CLEAN AI 187704 20142698 11/18/2013 12/08/13 140.00
Invoice: 20142698 PW/2014 GAS FACIL REGIS FEE
140.00 73011897 549100 O&M-C/E-PWYD FAC-DUES/SUBCRIP

CHECK 334524 TOTAL: 140.00

334525 12/12/2013 PRD 7868 RAN, FRANCES & DAVID 187634 35173 11/21/2013 12/08/13 54.83
Invoice: 35173 UB 12369 10241 GARIBALDI LOOP NE
54.83 411 122100 WATER ACCOUNTS RECEIVABLE

CHECK 334525 TOTAL: 54.83

334526 12/12/2013 PRD 5431 RAY PETERSON 187705 414588 11/19/2013 12/08/13 373.58
Invoice: 414588 PW/43 YDS BRANCHES DUMP FEE
373.58 91111427 547900 GG-STREET-ROADSIDE-GARBAGE

CHECK 334526 TOTAL: 373.58

334527 12/12/2013 PRD 6685 REGIONAL DISPOSAL CO 187806 0000014227 10/31/2013 21300040 12/08/13 4,753.62
Invoice: 0000014227 2013 BIOSOLIDS DISPOSAL
4,753.62 91425358 54790100551 WWTP-BIOSOLIDS WASTE DISPOSAL

CHECK 334527 TOTAL: 4,753.62

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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

334528 12/12/2013 PRD 7527 RIDOLFI INC 187707 2013-5558 10/31/2013 21200111 12/08/13 7,387.89
Invoice: 2013-5558
SHORELINE MONITORING
3,328.95 64011391 54110000340 STRAWBERRY-PROF SVCS
4,058.94 64011391 54110000341 PP E BLUFF-PROF SVCS

CHECK 334528 TOTAL: 7,387.89

334529 12/12/2013 PRD 617 S & B INC 187708 SB-23530 11/18/2013 12/08/13 1,175.92
Invoice: SB-23530
PW/REPAIR VFD-WWTP
1,175.92 73425358 548100 O&M-WWTP-REPAIRS

CHECK 334529 TOTAL: 1,175.92

334530 12/12/2013 PRD 7659 SEAMAN, SHANE 187775 11/18/13 11/18/2013 12/08/13 50.00
Invoice: 11/18/13
CRT/PRO TEM-1 HR
50.00 21011125 541210 COURT - JUDGE PRO TEMPORE SVCS

CHECK 334530 TOTAL: 50.00

334531 12/12/2013 PRD 7550 STRATEGIC GOVERNMENT 187712 7004 11/13/2013 21300142 12/08/13 7,006.05
Invoice: 7004
PUBLIC WORKS DIRECTOR RECRUIT
7,006.05 46011161 54157100640 PW DIR SEARCH-RECRUITMENT

CHECK 334531 TOTAL: 7,006.05

334532 12/12/2013 PRD 7385 CHARLES P. SHANE 187776 000537 11/18/2013 12/08/13 471.00
Invoice: 000537
CRT/PUBLIC DEFENDER SVCS
471.00 32011281 541113 LGL-C/E-PUBLIC DEF-OUTSIDE ATT

CHECK 334532 TOTAL: 471.00

334533 12/12/2013 PRD 3114 SIMPLEX GRINNELL LP 187741 76611054 11/20/2013 12/08/13 104.00
Invoice: 76611054
PW/FIRE ALARM PANEL-COMMONS
104.00 73011755 54110000390 FAC BLDG/FIRE ALARM-COMMONS

187742 76611055 11/20/2013 12/08/13 104.00
PW/FIRE ALARM SYS-O&M
104.00 73011897 54110000390 PW YARD-ALARM SVCS

187743 76611107 11/20/2013 12/08/13 207.50
PW/FIRE ALARM SYST-CH
207.50 73011183 54110000390 FAC BLDG/FIRE ALARM-CITY HALL

CHECK 334533 TOTAL: 415.50

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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									
334534	12/12/2013	PRTD	7632 SOLID WASTE SYSTEMS,	187710	0066184-IN	11/01/2013		12/08/13	459.09
			Invoice: 0066184-IN			PW/WYE CABLE			
				459.09	73637953 531100	O&M ALLOC-50SWR/50DEV-SUPPLIES			
								CHECK 334534 TOTAL:	459.09
334535	12/12/2013	PRTD	2467 STAPLES CREDIT PLAN	187808	905851741	11/08/2013		12/08/13	30.29
			Invoice: 905851741			POL/CD PLAYER- NOISE MASKING			
				30.29	51011211 531100	PD-C/E-ADM-SUPPLIES			
				187809	910531251	11/13/2013		12/08/13	355.38
			Invoice: 910531251			POL/WHITE BOARDS X2/DISCS			
				355.38	51011211 531100	PD-C/E-ADM-SUPPLIES			
								CHECK 334535 TOTAL:	385.67
334536	12/12/2013	PRTD	7865 SULLIVAN, PETE & DINA	187631	35170	11/21/2013		12/08/13	172.51
			Invoice: 35170			UB 11821 314 EAKIN DRIVE NW			
				172.51	411 122100	WATER ACCOUNTS RECEIVABLE			
								CHECK 334536 TOTAL:	172.51
334537	12/12/2013	PRTD	5730 SUMMIT LAW GROUP	187777	64666	11/15/2013		12/08/13	1,764.00
			Invoice: 64666			LEGAL/BARGAINING			
				1,764.00	32011152 54111000274	LABOR NEGOTIATION SVCS			
				187778	64667	11/15/2013		12/08/13	857.50
			Invoice: 64667			LEGAL/CIVIL SVC COMMISSION			
				857.50	91011211 541110	GG-C/E-CIVIL SVC-LEGAL ADVICE			
				187779	64668	11/15/2013		12/08/13	1,298.50
			Invoice: 64668			LEGAL/GENERAL			
				1,298.50	32011152 541110	LGL-C/E-CIVIL-GEN'L OUTSIDE AT			
				187780	64669	11/15/2013		12/08/13	294.00
			Invoice: 64669			LEGAL/POL UNIT CLARIFICATION			
				294.00	32011152 541110	LGL-C/E-CIVIL-GEN'L OUTSIDE AT			
								CHECK 334537 TOTAL:	4,214.00
334538	12/12/2013	PRTD	7095 SUPERIOR SAW & SUPPL	187711	69362	11/19/2013		12/08/13	30.95
			Invoice: 69362			PW/SHARPEN SAW CHAINS			
				30.95	73111427 548100	O&M-ACCESS RDSIDE R&M			
				187810	69607	11/26/2013		12/08/13	10.32
			Invoice: 69607			PW/SHARPEN SAW CHAINS			
				10.32	73111427 548100	O&M-ACCESS RDSIDE R&M			

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

INVOICE DTL DESC

		CHECK	334538 TOTAL:	41.27
334539	12/12/2013 PRTD	6714 TOSHIBA FINANCIAL SE 187811	241528165	11/21/2013 12/08/13 365.99
Invoice: 241528165		POL/3530C COPIER LEASE		
		365.99	51011211 545000	PD-C/E-ADMIN RENTS/LEASE
		CHECK	334539 TOTAL:	365.99
334540	12/12/2013 PRTD	6714 TOSHIBA FINANCIAL SE 187713	14471994	11/14/2013 12/08/13 236.81
Invoice: 14471994		PCD/4540C COPIER LEASE		
		236.81	61470581 545000	PCD - DEV ADMIN RENTS & LEASES
		CHECK	334540 TOTAL:	236.81
334541	12/12/2013 PRTD	560 TWISS ANALYTICAL INC 187714	13-63821	11/14/2013 12/08/13 77.28
Invoice: 13-63821		PW/WINSLOW WTR TESTING		
		77.28	73411345 54110000391	LAB SVCS-WATER
Invoice: 13-63986		187812	13-63986	11/21/2013 12/08/13 96.60
		PW/WINSLOW WTR TESTING		
		96.60	73411345 54110000391	LAB SVCS-WATER
Invoice: 13-64046		187813	13-64046	11/22/2013 12/08/13 62.10
		PW/WINSLOW WTR TESTING		
		62.10	73411345 54110000391	LAB SVCS-WATER
Invoice: 13-64047		187814	13-64047	11/22/2013 12/08/13 55.66
		PW/ROCKAWAY WTR TESTING		
		55.66	73415345 54110000391	LAB SVCS-WATER ROCKAWAY
Invoice: 13-64057		187815	13-64057	11/22/2013 12/08/13 57.96
		PW/WINSLOW WTR TESTING		
		57.96	73411345 54110000391	LAB SVCS-WATER
		CHECK	334541 TOTAL:	349.60
334542	12/12/2013 PRTD	2190 UNITED PARCEL SERVIC 187839	000028Y3Y1473	11/23/2013 12/08/13 26.38
Invoice: 000028Y3Y1473		POL/SHIP O SECRET SERVICE		
		26.38	91011215 542500	GG-C/E-PD-POSTAGE
		CHECK	334542 TOTAL:	26.38
334543	12/12/2013 PRTD	605 WA ST AUDITOR'S OFFI 187744	L100566	11/12/2013 12/08/13 12,666.04
Invoice: L100566		FIN/STATE AUDIT SERVICES		
		7,291.80	91011423 551000	FIN - C/E BUDGET STATE AUDITOR
		1,240.92	91111433 551000	GG-STRT-I/G PROF SVCS

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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

503.38 91411341 551000 FINANCE - WATER - I'GOVT SERV
1,634.42 91421351 551000 FIN-SWR-AUDIT SVCS & OTHER I/G
1,042.66 91431383 551000 GG-SWM-I/G PROF SVCS
476.43 91470148 551000 FIN - BLDG AUDITING COSTS
476.43 91471148 551000 FINANCE - BLDG - INTERGOV'T

CHECK 334543 TOTAL: 12,666.04

334544 12/12/2013 PRTD 518 WA ST CRIMINAL JUSTI 187817 20-1-12920
Invoice: 20-1-12920
250.00 53011212 443410

11/21/2013 12/08/13 250.00
POL/COLLISION,DT/811,820
POLICE - C/E PATROL TRAINING

CHECK 334544 TOTAL: 250.00

334545 12/12/2013 PRTD 938 WA ST DEPT OF HEALTH 187745 012104-2014
Invoice: 012104-2014
42.00 73411345 549100

11/26/2013 12/08/13 42.00
PW/2014 WTRWKS CERT/CLAIBORNE
DUES/SUBSCRIPTIONS

CHECK 334545 TOTAL: 42.00

334546 12/12/2013 PRTD 7420 WA ST DEPT OF ENTERP 187819 15-1-13671
Invoice: 15-1-13671
2,174.00 73111266 531100

11/04/2013 12/08/13 2,174.00
PW/2 DE-ICERS FRM STATE SURP
OFFICE SUPPLIES

CHECK 334546 TOTAL: 2,174.00

334547 12/12/2013 PRTD 969 WA ST DEPT OF LICENS 187827 F155445
Invoice: F155445
18.00 41654860 586000

11/14/2013 12/08/13 18.00
CPL/F155445/ORIGINAL + FBI
GUN PERMIT OUT

187828 F155438
18.00 41654860 586000

11/18/2013 12/08/13 18.00
CPL/F155438/ORIGINAL + FBI
GUN PERMIT OUT

187829 F205358
18.00 41654860 586000

11/13/2013 12/08/13 18.00
CPL/F205358/RENEWAL
GUN PERMIT OUT

187830 F205362
18.00 41654860 586000

11/21/2013 12/08/13 18.00
CPL/F205362/RENEWAL
GUN PERMIT OUT

187831 F205355
18.00 41654860 586000

11/22/2013 12/08/13 18.00
CPL/F205355/ORIGINAL + FBI
GUN PERMIT OUT

187832 F205356

11/22/2013 12/08/13 18.00
CPL/F205356/ORIGINAL + FBI

Invoice: F205356

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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

			18.00	41654860	586000	GUN PERMIT OUT			
Invoice: F155415			187833	F155415		11/22/2013	12/08/13		18.00
						CPL/F155415/ORIGINAL + FBI			
			18.00	41654860	586000	GUN PERMIT OUT			
						CHECK	334547 TOTAL:		126.00
334548 12/12/2013 PRD	5271	WASHINGTON WATER SER	187818	0131710	NOV13	11/22/2013	12/08/13		132.22
Invoice: 0131710NOV13						NOV13 WATER/DECANT FACILITY			
			132.22	91435838	547500	GG-DECANT-WATER/SEWER			
						CHECK	334548 TOTAL:		132.22
334549 12/12/2013 PRD	4010	WA ASSOC OF SHERIFFS	187816	DUES 2013-00726		11/25/2013	12/08/13		75.00
Invoice: DUES 2013-00726						POL/DUES THRU NOV14/802			
			75.00	53011212	549100	PD-C/E-PATROL-DUES/SUBCR/MEMBR			
						CHECK	334549 TOTAL:		75.00
334550 12/12/2013 PRD	6860	WCI	187820	133341877		12/01/2013	12/08/13		781.92
Invoice: 133341877						CITYWIDE PHONE SERVICE			
			781.92	41637891	542100	FIN - ALLOC TELEPHONE			
						CHECK	334550 TOTAL:		781.92
334551 12/12/2013 PRD	4819	WEST PAYMENT CENTER	187834	828385507		11/04/2013	12/08/13		238.38
Invoice: 828385507						CRT/NOV13 INFO SERVICES			
			238.38	21011125	549100	COURT-DUES/SUBSCR/MEMBERSHIPS			
						CHECK	334551 TOTAL:		238.38
334552 12/12/2013 PRD	499	WESTBAY AUTO PARTS I	187746	898446		10/16/2013	12/08/13		233.29
Invoice: 898446						PW/OIL/FUEL/AIR FILTERS			
			54.00	73638935	531100	OFFICE SUPPLIES			
			179.29	990	141100	MERCHANDISE			
Invoice: 898856			187747	898856		10/17/2013	12/08/13		95.92
						PW/ATF X 12			
			95.92	990	141100	MERCHANDISE			
Invoice: 902537			187748	902537		10/31/2013	12/08/13		11.90
						PW/U-BOLTS X 4			
			11.90	73111252	531100	O&M-STREET-DIS RESPON-SUPPLIES			
Invoice: 904169			187749	904169		11/06/2013	12/08/13		51.56
						PW/CAMSHAFT SENS-VEH#85			

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JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2013 12	36								
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		90,446.21	
12/12/2013	12/08/13	121213				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			191,166.93
12/12/2013	12/08/13	121213				AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000						ACCOUNTS PAYABLE		39,062.02	
12/12/2013	12/08/13	121213				AP CASH DISBURSEMENTS JOURNAL			
APP 401-213000						ACCOUNTS PAYABLE		6,060.88	
12/12/2013	12/08/13	121213				AP CASH DISBURSEMENTS JOURNAL			
APP 631-213000						ACCOUNTS PAYABLE		8,049.25	
12/12/2013	12/08/13	121213				AP CASH DISBURSEMENTS JOURNAL			
APP 407-213000						ACCOUNTS PAYABLE		6,993.88	
12/12/2013	12/08/13	121213				AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000						ACCOUNTS PAYABLE		20,909.28	
12/12/2013	12/08/13	121213				AP CASH DISBURSEMENTS JOURNAL			
APP 101-213000						STREETS - ACCOUNTS PAYABLE		8,345.82	
12/12/2013	12/08/13	121213				AP CASH DISBURSEMENTS JOURNAL			
APP 104-213000						CIVIC IMPR - ACCOUNTS PAYABLE		10,000.00	
12/12/2013	12/08/13	121213				AP CASH DISBURSEMENTS JOURNAL			
APP 108-213000						AFFORD HSG - ACCOUNTS PAYABLE		750.00	
12/12/2013	12/08/13	121213				AP CASH DISBURSEMENTS JOURNAL			
APP 650-213000						ACCOUNTS PAYABLE		126.00	
12/12/2013	12/08/13	121213				AP CASH DISBURSEMENTS JOURNAL			
APP 901-213000						ACCOUNTS PAYABLE		423.59	
12/12/2013	12/08/13	121213				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								191,166.93	191,166.93
APP 631-130000						DUE TO/FROM CLEARING		183,117.68	
12/12/2013	12/08/13	121213							
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			90,446.21
12/12/2013	12/08/13	121213							
APP 402-130000						DUE TO/FROM CLEARING			39,062.02
12/12/2013	12/08/13	121213							
APP 401-130000						DUE TO/FROM CLEARING			6,060.88
12/12/2013	12/08/13	121213							
APP 407-130000						DUE TO/FROM CLEARING			6,993.88
12/12/2013	12/08/13	121213							
APP 403-130000						DUE TO/FROM CLEARING			20,909.28
12/12/2013	12/08/13	121213							
APP 101-130000						STREETS - DUE TO/FROM CLEARING			8,345.82
12/12/2013	12/08/13	121213							
APP 104-130000						CIVIC IMPR DUE TO/FROM CLEAR'G			10,000.00
12/12/2013	12/08/13	121213							
APP 108-130000						AFFORD HSG DUE TO/FROM CLEAR'G			750.00
12/12/2013	12/08/13	121213							
APP 650-130000						DUE TO/FROM CLEARING			126.00

12/04/2013 13:50 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

|PG 23
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL								
SRC ACCOUNT						ACCOUNT DESC	T OB	DEBIT	CREDIT
EFF DATE	JNL DESC	REF 1	REF 2	REF 3		LINE DESC			
12/12/2013	12/08/13	121213							
APP 901-130000						DUE TO/FROM CLEARING			423.59
12/12/2013	12/08/13	121213							
SYSTEM GENERATED ENTRIES TOTAL								183,117.68	183,117.68
JOURNAL 2013/12/36 TOTAL								374,284.61	374,284.61

12/04/2013 13:50
lsteinberg

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

|PG 24
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT			ACCOUNT DESCRIPTION		
001 GENERAL FUND	2013 12	36	12/12/2013		
001-130000			GENERAL - DUE TO/FROM CLEARING		90,446.21
001-213000			GENERAL - ACCOUNTS PAYABLE	90,446.21	
			FUND TOTAL	90,446.21	90,446.21
101 STREET FUND	2013 12	36	12/12/2013		
101-130000			STREETS - DUE TO/FROM CLEARING		8,345.82
101-213000			STREETS - ACCOUNTS PAYABLE	8,345.82	
			FUND TOTAL	8,345.82	8,345.82
104 CIVIC IMPROVEMENT FUND	2013 12	36	12/12/2013		
104-130000			CIVIC IMPR DUE TO/FROM CLEAR'G		10,000.00
104-213000			CIVIC IMPR - ACCOUNTS PAYABLE	10,000.00	
			FUND TOTAL	10,000.00	10,000.00
108 AFFORDABLE HOUSING FUND	2013 12	36	12/12/2013		
108-130000			AFFORD HSG DUE TO/FROM CLEAR'G		750.00
108-213000			AFFORD HSG - ACCOUNTS PAYABLE	750.00	
			FUND TOTAL	750.00	750.00
401 WATER OPERATING FUND	2013 12	36	12/12/2013		
401-130000			DUE TO/FROM CLEARING		6,060.88
401-213000			ACCOUNTS PAYABLE	6,060.88	
			FUND TOTAL	6,060.88	6,060.88
402 SEWER OPERATING FUND	2013 12	36	12/12/2013		
402-130000			DUE TO/FROM CLEARING		39,062.02
402-213000			ACCOUNTS PAYABLE	39,062.02	
			FUND TOTAL	39,062.02	39,062.02
403 STORM & SURFACE WATER FUND	2013 12	36	12/12/2013		
403-130000			DUE TO/FROM CLEARING		20,909.28
403-213000			ACCOUNTS PAYABLE	20,909.28	
			FUND TOTAL	20,909.28	20,909.28
407 BUILDING & DEVELOPMENT FUND	2013 12	36	12/12/2013		
407-130000			DUE TO/FROM CLEARING		6,993.88
407-213000			ACCOUNTS PAYABLE	6,993.88	
			FUND TOTAL	6,993.88	6,993.88
631 CLEARING FUND	2013 12	36	12/12/2013		

12/04/2013 13:50
lsteinberg

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

PG 25
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
631-130000				DUE TO/FROM CLEARING	183,117.68	
631-213000				ACCOUNTS PAYABLE	8,049.25	
635-111100				CASH		191,166.93
				FUND TOTAL	191,166.93	191,166.93
650 AGENCY FUND	2013 12	36	12/12/2013			
650-130000				DUE TO/FROM CLEARING		126.00
650-213000				ACCOUNTS PAYABLE	126.00	
				FUND TOTAL	126.00	126.00
901 GENERAL LONG TERM DEBT	2013 12	36	12/12/2013			
901-130000				DUE TO/FROM CLEARING		423.59
901-213000				ACCOUNTS PAYABLE	423.59	
				FUND TOTAL	423.59	423.59

12/04/2013 13:50
lsteinberg

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

|PG 26
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
631 CLEARING FUND	183,117.68	
001 GENERAL FUND		90,446.21
402 SEWER OPERATING FUND		39,062.02
401 WATER OPERATING FUND		6,060.88
407 BUILDING & DEVELOPMENT FUND		6,993.88
403 STORM & SURFACE WATER FUND		20,909.28
101 STREET FUND		8,345.82
104 CIVIC IMPROVEMENT FUND		10,000.00
108 AFFORDABLE HOUSING FUND		750.00
650 AGENCY FUND		126.00
901 GENERAL LONG TERM DEBT		423.59
TOTAL	183,117.68	183,117.68

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

PAYROLL

PAYROLL CHECK RUN: 12 - 5 - 13

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	12/5/2013	029194 - 029299	P/R check run - Direct Deposit	219,660.91
Normal	12/5/2013	106458 - 106460	P/R check run - Regular	5,793.90
Vendor	12/5/2013	106461 - 106474	P/R Vendor check run	226,323.18
EFTPS	12/5/2013		Federal Tax Electronic Transfer	88,595.14
			TOTAL:	540,373.13

Prepared and Reviewed by:

Deborah Lee
Deborah Lee

Date

12/3/13

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

Karl R. Shaw
Karl R. Shaw, Accounting Manager

Date

12/4/2013

ITEMS DISCUSSED

1. EXECUTIVE SESSION: CURRENT LITIGATION (RCW 42.30.110(1)(i))
2. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
3. ACCEPTANCE OR MODIFICATION OF AGENDA / CONFLICT OF INTEREST DISCLOSURE
4. PUBLIC COMMENT
5. ORDINANCES/2ND READING
 - A. ORDINANCE NO. 2013-28, ELIMINATING THE AUTOMATIC ANNUAL FEE ADJUSTMENT OF THE CITY'S WATER UTILITY RATES FOR 2014, AB 13-126 – FINANCE
 - B. ORDINANCE NO. 2013-29, ELIMINATING THE AUTOMATIC ANNUAL FEE ADJUSTMENT OF THE CITY'S SEWER UTILITY RATES FOR 2014, AB 13-127 – FINANCE
 - C. ORDINANCE NO. 2013-30, ELIMINATING THE AUTOMATIC ANNUAL FEE ADJUSTMENT OF THE CITY'S SSWM RATES FOR 2014, AB 13-128 – FINANCE
6. ORDINANCES/1ST READING
 - A. ORDINANCE NO. 2013-18, HISTORIC PRESERVATION – COMPREHENSIVE PLAN AMENDMENT 18503, AB 13-149 – PLANNING
 - B. ORDINANCE NO. 2013-17, NON-MOTORIZED TRANSPORTATION PLAN – COMPREHENSIVE PLAN AMENDMENT 18420, AB 13-140 – PLANNING
 - C. ORDINANCE NO. 2013-20, BUSINESS/INDUSTRIAL DISTRICT NAME CHANGE – COMPREHENSIVE PLAN AMENDMENT 18572, AB 13-139 – PLANNING
 - D. ORDINANCE NO. 2013-19, CITY LAND USE MAP CORRECTIONS – COMPREHENSIVE PLAN AMENDMENT 18573, AB 13-138 – PLANNING
 - E. ORDINANCE NO. 2013-16, MCNABB/BAINBRIDGE MARINA – COMPREHENSIVE PLAN AMENDMENT/ REZONE 13220B, AB 13-148 – PLANNING
 - F. ORDINANCE O. 2013-35, AMENDING THE APPOINTMENT AND COMPENSATION OF POLICE RESERVE OFFICERS, AB 13-156 – POLICE
 - G. ORDINANCE NO. 2013-34, ADOPTING THE CITY OF BAINBRIDGE ISLAND SHORELINE MASTER PROGRAM UPDATE, AB 13-143 – PLANNING
7. NEW BUSINESS
 - A. CONFIRM APPOINTMENT OF SARA L. MCCULLOCH AS MUNICIPAL COURT JUDGE AND APPROVE CONTRACT FOR EMPLOYMENT, AB 13-157 – EXECUTIVE
 - B. DESIGN REVIEW BOARD REAPPOINTMENT AND APPOINTMENT, AB 13-157 – MAYOR BONKOWSKI
 - C. RESOLUTION NO. 2013-20, RELATING TO SHORT-TERM BORROWING FROM THE GENERAL FUND TO THE CAPITAL CONSTRUCTION FUND, AB 13-155 – FINANCE
 - D. UPDATE ON THE PROPOSED CHANGES TO DEPARTMENT OF NATURAL RESOURCES LEASE FOR EAGLE HARBOR - EXECUTIVE
 - E. 2013 CITY MANAGER PERFORMANCE REVIEW, AB 13-160 – CITY COUNCIL [MOVED FROM 9G]
8. UNFINISHED BUSINESS: 2014 BUDGET ADJUSTMENT DISCUSSION, AB 13-150 – FINANCE
9. CONSENT AGENDA
 - A. ACCOUNTS PAYABLE VOUCHER AND PAYROLL APPROVAL
 - B. SPECIAL/REGULAR STUDY SESSION MEETING MINUTES, OCTOBER 16, 2013
 - C. SPECIAL/REGULAR BUSINESS MEETING MINUTES, OCTOBER 23, 2013
 - D. SPECIAL CITY COUNCIL MEETING MINUTES, OCTOBER 30, 2013
 - E. REGIONAL STORMWATER MONITORING PROGRAM FUNDING INTERAGENCY AGREEMENT, AB 13-154 – PUBLIC WORKS
 - F. LOCAL AGENCY STANDARD CONSULTING AGREEMENT(S) WITH HDR, INC. FOR THE WING POINT WAY NON-MOTORIZED IMPROVEMENTS PROJECT DESIGN INFORMATION, AB 13-086 – PUBLIC WORKS
 - ~~G. 2013 CITY MANAGER PERFORMANCE REVIEW, AB 13-160 – CITY COUNCIL [MOVED TO 7E]~~
10. CITY MANAGER'S REPORT
11. COMMITTEE REPORTS
12. REVIEW UPCOMING COUNCIL MEETING AGENDAS
13. FOR THE GOOD OF THE ORDER
 - A. PROCLAMATION DECLARING NOVEMBER, 2013 AS NATIONAL PANCREATIC CANCER AWARENESS MONTH [ADDED]
14. ADJOURNMENT

1. EXECUTIVE SESSION: CURRENT LITIGATION (RCW 42.30.110(1)(i)) 6:30:25 PM

At 6:30 PM, Mayor Bonkowski recessed the meeting to executive session with legal counsel to discuss current litigation. Present were Councilmembers Blair, Blossom, Lester, Ward and Mayor Bonkowski. The recording system was turned off and the door to Council Chambers was posted. Councilmember Scales arrived during the business portion of the meeting at 7:09 PM. Councilmember Hytopoulos was absent and excused.

2. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE 7:00:35 PM

Mayor Bonkowski reconvened the meeting at 7:00 PM with aforementioned Councilmembers present. He indicated no decisions were made during executive session. City Clerk Lassoff monitored the recording of the meeting and prepared the minutes. Everyone stood for the pledge of allegiance.

3. ACCEPTANCE OR MODIFICATION OF AGENDA / CONFLICT OF INTEREST DISCLOSURE 7:01:36 PM

Mayor Bonkowski requested that the City Manager's performance review be moved from the consent agenda to new business.

MOTION: *I move the agenda be approved as modified.*

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

There were no conflicts of interest disclosed.

4. PUBLIC COMMENT 7:03:02 PM

Ross Hathaway, 4426 Blakely Avenue NE, Squeaky Wheels President, supported the proposed Non-Motorized Transportation Plan Comprehensive Plan Amendment and asked that Council look into concurrency for motorized and non-motorized transportation as well as sidewalk design requirements.

5. ORDINANCES/2ND READING

A. ORDINANCE NO. 2013-28, ELIMINATING THE AUTOMATIC ANNUAL FEE ADJUSTMENT OF THE CITY'S WATER UTILITY RATES FOR 2014, AB 13-126 – FINANCE 7:04:42 PM

Finance Director Schroer introduced the ordinance.

MOTION: *I move the City Council approve Ordinance No. 2013-28 eliminating the automatic annual fee adjustment to water utility rates for 2014.*

WARD/LESTER

There was no public comment.

Motion carried unanimously, 5-0.

B. ORDINANCE NO. 2013-29, ELIMINATING THE AUTOMATIC ANNUAL FEE ADJUSTMENT OF THE CITY'S SEWER UTILITY RATES FOR 2014, AB 13-127 – FINANCE 7:06:02 PM

Finance Director Schroer introduced the ordinance.

MOTION: *I move the City Council approve Ordinance No. 2013-29 relating to the City sewer utility eliminating the automatic fee adjustment for the monthly sewer services rates in 2014.*

BLAIR/LESTER

There was no public comment.

Motion carried unanimously, 5-0.

C. ORDINANCE NO. 2013-30, ELIMINATING THE AUTOMATIC ANNUAL FEE ADJUSTMENT OF THE CITY'S SSWM RATES FOR 2014, AB 13-128 – FINANCE 7:06:51 PM

Finance Director Schroer introduced the ordinance.

MOTION: *I move the City Council approve Ordinance No. 2013-30 eliminating the automatic fee adjustment of the City's storm water and surface water utility fees for 2014.*

WARD/LESTER – Motion carried unanimously, 6-0.

There was no public comment.

Motion carried unanimously, 5-0.

The proclamation declaring November 2013 as National Pancreatic Cancer Awareness Month was added to For the Good of the Order.

6. ORDINANCES/1ST READING

A. ORDINANCE NO. 2013-18, HISTORIC PRESERVATION – COMPREHENSIVE PLAN AMENDMENT 18503, AB 13-149 – PLANNING 7:08:43 PM

Special Project Planner Sutton introduced the ordinance.

***MOTION:** I move to forward the Comprehensive Plan Amendment or 18503, Ordinance No. 2013-18 on to the second reading and the public hearing on November 25, 2013.*

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

B. ORDINANCE NO. 2013-17, NON-MOTORIZED TRANSPORTATION PLAN – COMPREHENSIVE PLAN AMENDMENT 18420, AB 13-140 – PLANNING 7:10:06 PM

Special Project Planner Sutton introduced the ordinance.

***MOTION:** I move to forward the Comprehensive Plan Amendment 18420, Ordinance No. 2013-17 on to the second reading and the public hearing on November 25, 2013.*

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

C. ORDINANCE NO. 2013-20, BUSINESS/INDUSTRIAL DISTRICT NAME CHANGE – COMPREHENSIVE PLAN AMENDMENT 18572, AB 13-139 – PLANNING 7:11:41 PM

Special Project Planner Sutton introduced the ordinance.

***MOTION:** I move to forward CPA18572 Ordinance No. 2013-20 to second reading/public hearing on November 25, 2013.*

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

D. ORDINANCE NO. 2013-19, CITY LAND USE MAP CORRECTIONS – COMPREHENSIVE PLAN AMENDMENT 18573, AB 13-138 – PLANNING 7:13:24 PM

Special Project Planner Sutton introduced the ordinance.

***MOTION:** I move to forward Comprehensive Plan Amendment 18573 Ordinance No. 2013-19 on to the second reading and a public hearing on November 25, 2013.*

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

E. ORDINANCE NO. 2013-16, MCNABB/BAINBRIDGE MARINA – COMPREHENSIVE PLAN AMENDMENT/ REZONE 13220B, AB 13-148 – PLANNING 7:16:30 PM

Planning Director Cook introduced the ordinance.

***MOTION:** I move to forward Ordinance 2013-16 CPA-REZ13220B to second reading/public hearing on November 25, 2013.*

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

F. ORDINANCE NO. 2013-35, AMENDING THE APPOINTMENT AND COMPENSATION OF POLICE RESERVE OFFICERS, AB 13-156 – POLICE 7:19:07 PM

Police Chief Hamner introduced the item and explained the reasons for the change. City Manager Schulze commented on a recent email expressing concerns about the ordinance. Following brief comments, a motion was made.

7:24:51 PM ***MOTION:** I then move that the City Council forward Ordinance No. 2013-35, Amending the Appointment and Compensation of Police Reserve Officers to the consent agenda for December 11, 2013.*

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

G. ORDINANCE NO. 2013-34, ADOPTING THE CITY OF BAINBRIDGE ISLAND SHORELINE MASTER PROGRAM UPDATE, AB 13-143 – PLANNING 7:25:23 PM

Mayor Bonkowski commented on the process and procedures regarding the public hearing. He asked that Interim City Attorney Haney address issues raised prior to the public hearing next week. Planning Director Cook indicated the Department of Ecology has made verbal recommendations that will be formalized in writing and included in the packet sent out for the public hearing.

7:27:49 PM **MOTION:** *I move to schedule the second reading and a public hearing on Ordinance No. 2013-34, Adopting the City of Bainbridge Island Shoreline Master Program Update for November 20, 2013.*
BLAIR/LESTER – Motion carried 5-1 with Councilmembers Blair, Blossom, Bonkowski, and Scales voting in favor. Councilmember Ward voted against.

7. NEW BUSINESS

A. CONFIRM APPOINTMENT OF SARA L. MCCULLOCH AS MUNICIPAL COURT JUDGE AND APPROVE CONTRACT FOR EMPLOYMENT, AB 13-157 0 EXECUTIVE 7:28:40 PM

City Manager Schulze introduced the item and requested Council confirm the appointment of Ms. McCulloch.

MOTION: *I move that the City Council confirm the appointment of Sara McCulloch as Municipal Court Judge, approve the Municipal Court Judge Employment Agreement, and authorize the City Manager to sign the Employment Agreement.*

LESTER/BLAIR – Motion carried unanimously, 6-0.

B. DESIGN REVIEW BOARD REAPPOINTMENT AND APPOINTMENT, AB 13-157 – MAYOR BONKOWSKI

7:32:56 PM

Mayor Bonkowski introduced the item.

MOTION: *I move the City Council confirm the reappointment of Alan Grainger to Position 5 which expires on June 30, 2016 and the appointment of Mark Epstein to Position 4 which expires June 30, 2015 to the Design Review Board.*

BLAIR/LESTER – Motion carried unanimously, 6-0.

C. RESOLUTION NO. 2013-20, RELATING TO SHORT-TERM BORROWING FROM THE GENERAL FUND TO THE CAPITAL CONSTRUCTION FUND, AB 13-155 – FINANCE 7:35:28 PM

Finance Director Schroer introduced the resolution which would allow a short-term interfund loan between the Capital Construction Fund and the General Fund due to significant capital projects with reimbursable loans.

MOTION: *I move that the City Council forward Resolution No. 2013-20, providing for short-term borrowing from the General Fund by the Capital Construction Fund in an amount not to exceed \$500,000 commencing November 25, 2013 with a repayment date no later than December 31, 2014 to the November 25, 2013 consent agenda.*

LESTER/BLAIR – Motion carried unanimously, 6-0.

D. UPDATE ON THE PROPOSED CHANGES TO DEPARTMENT OF NATURAL RESOURCES LEASE FOR EAGLE HARBOR – EXECUTIVE 7:39:13 PM

Deputy City Manager Smith provided a brief update on proposed changes to the DNR lease agreement for Eagle Harbor to match up with what the RCO grant funding requirements would be in preparation for going forward with grant proposals for the Waterfront Park public dock and open water marina. She fielded questions from Council. There was Council consensus to go forward with the City proceeding with longer-term lease negotiations. There were brief comments made regarding buoys located in Eagle Harbor.

E. 2013 CITY MANAGER PERFORMANCE REVIEW, AB 13-160 – CITY COUNCIL [MOVED UP] 7:48:03 PM

Mayor Bonkowski commented on the City Manager's performance review and appreciated all the hard work and effort he has put into our City.

7:50:35 PM **MOTION:** *I move we approve the City Manager's performance review.*
WARD/BLAIR – Motion carried unanimously, 6-0.

8. UNFINISHED BUSINESS: 2014 BUDGET ADJUSTMENT DISCUSSION, AB 13-150 – FINANCE 7:50:56 PM

Finance Director Schroer gave a PowerPoint presentation on the proposed 2014 budget adjustments. Councilmember Ward commented on the staffing changes proposed and requested those changes be presented in the context of the reorganization plan. He also wanted those changes to be compared to similar positions in other cities. City Manager Schulze thought it would be appropriate to conduct a compensation study in 2014. Mayor Bonkowski suggested considering a compensation study from both sides of the sound. Councilmember Blair asked about looking into the possibility of having our transportation benefit dollars identified to go with projects that could be discussed within that transportation board meeting as opposed to leaving them in the general part of the Roads Preservation Fund.

7:57:07 PM **MOTION:** *I move that the City include two budget adjustments to the Community Services portion of the 2014 Budget, one for \$10,000 relating to public art and a budget neutral adjustment relating to provision of emergency rental assistance.*

BLOSSOM/BLAIR – Motion carried unanimously, 6-0.

9. CONSENT AGENDA 7:57:32 PM

A. ACCOUNTS PAYABLE VOUCHER AND PAYROLL APPROVAL 7:57:32 PM

Accounts Payable ACH Check Number 138, EFT Check Number 139, Void Manual Check Numbers 334140 through 333915, Manual Check Numbers 334199 through 334212 and Regular Run Check Numbers 334213 through 334350 for a total of \$518,574.09. Retainage Release Check Numbers 109 through 111 for a total of \$9,177.02. Payroll Direct Deposit Check Numbers 028981 through 029087, Regular Check Numbers 106426 through 106428, Vendor Check Numbers 106429 through 106443 and EFT for a total of \$540,548.69.

B. SPECIAL/REGULAR STUDY SESSION MEETING MINUTES, OCTOBER 16, 2013

C. SPECIAL/REGULAR BUSINESS MEETING MINUTES, OCTOBER 23, 2013

D. SPECIAL CITY COUNCIL MEETING MINUTES, OCTOBER 30, 2013

E. REGIONAL STORMWATER MONITORING PROGRAM FUNDING INTERAGENCY AGREEMENT, AB 13-154 – PUBLIC WORKS

F. LOCAL AGENCY STANDARD CONSULTING AGREEMENT(S) WITH HDR, INC. FOR THE WING POINT WAY NON-MOTORIZED IMPROVEMENTS PROJECT DESIGN INFORMATION, AB 13-086 – PUBLIC WORKS

G. ~~2013 CITY MANAGER PERFORMANCE REVIEW, AB 13-160 – CITY COUNCIL~~

MOTION: *I move we approve Consent Agenda items A through F: Item A) Accounts Payable Voucher and Payroll Approval; Item B) Special/Regular Study Session Meeting Minutes, October 16, 2013; Item C) Special/Regular Business Meeting Minutes, October 23, 2013; Item D) Special City Council Meeting Minutes, October 30, 2013; Item E) Regional Stormwater Monitoring Program Funding Interagency Agreement, AB 13-154 Public Works, Item F) Local Agency Standard Consulting Agreement with HDR, Inc. for the Wing Point Way Non-Motorized Improvements Project Design Information, AB 13-086.*

WARD/LESTER – Motion carried unanimously, 6-0.

10. CITY MANAGER'S REPORT 7:58:39 PM

City Manager Schulze reported on changes requested by the Council last week regarding the CIP. He briefly reported on his latest City Manager report.

11. COMMITTEE REPORTS 8:03:14 PM

Councilmember Lester gave everyone a heads up regarding filing the positions that she has been serving on.

12. REVIEW UPCOMING COUNCIL MEETING AGENDAS 8:04:21 PM

Mayor Bonkowski reviewed the November 20 agenda. He explained how the Shoreline Master Program public hearing would be conducted next week. Councilmember Lester requested a brief overview of the 2014 workplan report and carryover items not completed this year be calendared. It was decided the December 4 study session would work best.

13. FOR THE GOOD OF THE ORDER 8:09:06 PM

A. PROCLAMATION DECLARING NOVEMBER, 2013 AS NATIONAL PANCREATIC CANCER AWARENESS MONTH

Mayor Bonkowski introduced item. There was Council consensus for Mayor Bonkowski to sign the proclamation. Councilmember Lester reported on local events.

14. ADJOURNMENT 8:11:08 PM

On a motion by Councilmember Blair, Mayor Bonkowski adjourned the meeting adjourned at 8:11 PM.

Steven Bonkowski, Mayor

Rosalind D. Lassoff, City Clerk

DRAFT

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Resolution 2013-22, Ratifying 2013 Changes to the Kitsap County-Wide Planning Policies	Date: December 11, 2013
Agenda Item: Consent Agenda	Bill No.: 13-166
Proposed By: Planning Director Kathy Cook	

BUDGET INFORMATION

Depart/Fund:

Expenditure Req: 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

DESCRIPTION/SUMMARY

Action Item: Approval of Resolution 2013-32, which ratifies the 2013 amendments to the Kitsap County Countywide Planning Policies, in the form approved by the Executive Board of the Kitsap Regional Coordinating Council (KRCC) on September 24, 2013.

Background:

As required by the Growth Management Act, Kitsap County adopted County-Wide Planning Policies (CPPs) in 1992 that are intended to establish a county-wide framework from which the County and cities' comprehensive plans are developed and adopted. The KRCC is required to periodically update the CPPs; the last update was completed in 2011. In 2013 the KRCC initiated another update of the CPPs to address required changes in two policy areas:

- Required update to Appendix B: Countywide Population Distribution to 2035, per the State Growth Management Act
- Required update to Policy Element G: Siting Public Capital Facilities, per KRCC Board Resolution 2012-01.

The 2013 update process included Kitsap County and the cities of Bainbridge Island, Bremerton, Port Orchard and Poulsbo, as well as representatives of KRCC, the Tribes and the Puget Sound Regional Council. The KRCC Executive Board approved the 2013 updates to the CPPs on September 24, 2013, and is requesting that the Cities and Tribes ratify the updates prior to the end of the year.

Additional information regarding the two policy changes is included in this packet, in back of Resolution 2013-22

RECOMMENDED ACTION

Motion:

.

RESOLUTION NO. 2013-22

A RESOLUTION of the City of Bainbridge Island, Washington, ratifying the 2013 amendments to the Kitsap County Countywide Planning Policies, in the form approved by the Kitsap Regional Coordinating Council on September 24, 2013 and contingent upon approval by the Kitsap County Board of County Commissioners without changes; and providing an effective date.

WHEREAS, on September 24, 2013, the Executive Board of the Kitsap Regional Coordinating Council (the “KRCC”) approved proposed 2013 updates to the Kitsap County Countywide Planning Policies (the “CPPs”), and

WHEREAS, the KRCC subsequently transmitted the proposed 2013 CPP updates to Kitsap County, the cities of Port Orchard, Bremerton, Bainbridge Island and Poulsbo, and the Suquamish Tribe and Port Gamble S’Kallam Tribe, and

WHEREAS, although the CPPs provide that the cities and the tribes have ninety days after the County’s adoption by ordinance in order to ratify the CPPs, the KRCC has recommended that the cities and the tribes ratify the 2013 CPP update contingent upon the Board of County Commissioners’ subsequent adoption as recommended, and

WHEREAS, the Bainbridge Island City Council has met and considered the amendments and has determined to ratify them contingent upon the County’s adoption without changes, now, therefore,

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

Section 1. **Ratification.** The 2013 updates to the CPPs, in the form approved by the KRCC on September 24, 2013, are hereby ratified and approved. This ratification and approval is contingent upon the Kitsap County Board of County Commissioners adopting the 2013 CPP updates by ordinance without any changes. If changes are made by the Kitsap County Board of County Commissioners, the Bainbridge Island City Council reserves the right to review and

approve the amended 2013 CPP updates according to the process described in Appendix A of the CPPs.

Section 2. **Effective Date.** This resolution shall take effect upon passage by the City Council.

PASSED by the City Council this ____ of December, 2013.

APPROVED by the Mayor this ____ of December, 2013.

Steven Bonkowski, Mayor

ATTEST/AUTHENTICATE:

Rosalind D. Lassoff, City Clerk

FILED WITH THE CITY CLERK:	November 25, 2013
PASSED BY THE CITY COUNCIL:	
RESOLUTION NUMBER:	2013-22



Kitsap Regional Coordinating Council

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Commissioner Josh Brown ♦
Kitsap County

Vice-Chair
Mayor Tim Matthes ♦
City of Port Orchard

Commissioner Charlotte Garrido
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Council Member Greg Wheeler
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Executive Management
McClure Consulting LLC

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*** Associate Member

♦ Executive Committee

P.O. Box 1934
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360-377-4900 (voice)
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Kitsap County Population Projections: 2010-2035 Recommendation from the KRCC Planning Directors Forum May 28, 2013

Planning Within the Growth Management Act

Jurisdictions planning under the WA State Growth Management Act are required to plan for population growth within the WA State Office of Financial Management (OFM) projected growth range (shown in Table 1 below for Kitsap County) as the basis for individual jurisdictions' Comprehensive Planning and Updates. The Kitsap adopted growth targets are embodied in the Kitsap Countywide Planning Policies, last updated in 2011. At that time, the countywide 2025 population projection was not changed from the 2004/2007 projections, anticipating that federal Census data would become available in the short-term.

The next required update for Kitsap jurisdictions' Comprehensive Plans is in 2016 for a 2035 planning horizon. The GMA allows counties to select the growth target within the OFM range that best reflects local conditions and policy intentions. To date, Kitsap has chosen to plan for the OFM *intermediate* population growth projection, historically the most accurate throughout the State.

In 2012, OFM has provided a 2035 population range for Kitsap (244,823 to 408,976). While its intermediate point (311,737) is WA State's best estimate, OFM provides a wide range recognizing that jurisdictions' local circumstances may not be adequately addressed in the OFM Intermediate projection.

**Table 1: WA State OFM Projections for Kitsap Population Growth:
Comparison of Current 2012 Projections to 2004**

OFM Projections as of: For Planning Horizon:	2004	2012	
	2025	2025	2035
Low	268,573	240,939	244,823
Intermediate	331,571	289,265	311,737
High	412,391	355,786	408,976
Kitsap Projected Growth:			
Adopted through CPP's ¹	331,571		
Proposed for 2013 CPP Update			
			331,571

¹ As per CPP's adopted November, 2004; no change during 2007, 2011 CPP revisions

Proposed Kitsap Approach to Population Distribution

The Kitsap Regional Coordinating Council's (KRCC) Planning Directors Forum's recommendation is to extend the adopted 2025 population projection out to 2035. The extension of 331,571 persons from 2025 to 2035 is a 22.3% reduction in the projected annual growth rate for Kitsap (from 1.44% to 1.12%), reflecting the severe worldwide economic downturn and its impacts on growth in Kitsap and Washington State.

Historically, Kitsap has increased the population target between 30,000 and 40,000 people with each 10-year forecast extension. Staying with the 2025 projection for 2035 reflects a net decrease in planned population.

The 331,571 closely achieves the Puget Sound Regional Council's *Vision 2040* growth strategy for the region. In the *Regional Growth Strategy (RGS)*, Kitsap's 2040 share of the overall regional population is 9%. Extending the 331,571 population target to 2035 is consistent with this percentage (further analysis below).

Recognizing that the broad OFM range is intended to address the potential uncertainty of OFM's projections due to unforeseen local circumstances, jurisdictions must evaluate data beyond the OFM-provided Intermediate projection to properly analyze the impacts of local circumstances on population projections, which are the foundation for local comprehensive plan development.

In assessing local circumstances, the substantial impact of military employment and population on Kitsap must be considered. This is often difficult to quantify due to the confidential policies of the US Navy. Neither OFM nor PSRC can accurately capture these impacts in a specific population projection. They do not fully capture the fluid nature of military employment and associated population. With the new explosives handling wharf at Bangor and the increased importance of Puget Sound Naval Shipyard as military operations shift to the Pacific, there is substantial reason to expect a potential increase in military population over the next 22 years. Additionally, the effects of military retirees returning to the Puget Sound, Kitsap in particular, are not captured in the OFM projections, and would have an increasing effect. All of these rationales have been supported by senior US Navy personnel.

Consistency with the Puget Sound Regional Council's Regional Growth Strategy

Kitsap County and the Kitsap Regional Coordinating Council (KRCC) have completed a local analysis of growth for the 2010-2035 planning horizon. Based upon several assumptions regarding local circumstances, KRCC staff and its member jurisdictions have proposed extending the 2025 countywide population target (331,517) to 2035. It would require local jurisdictions to plan for 80,438 additional residents over this time period.

Kitsap County has analyzed the Puget Sound Regional Council's (PSRC) Regional Growth Strategy (RGS) for consistency with the proposed Countywide population projection of 331,571 by 2035. The results show the proposed population projection of 331,571 for 2035 and the growth change of 80,438 (2010-2035) are consistent with the RGS.

Kitsap County population growth control total calculation is illustrated below:

1. Began with the Washington Office of Financial Management's (OFM) Growth Management Act County Series (2012 series, intermediate). These numbers are provided for each region to allocate growth

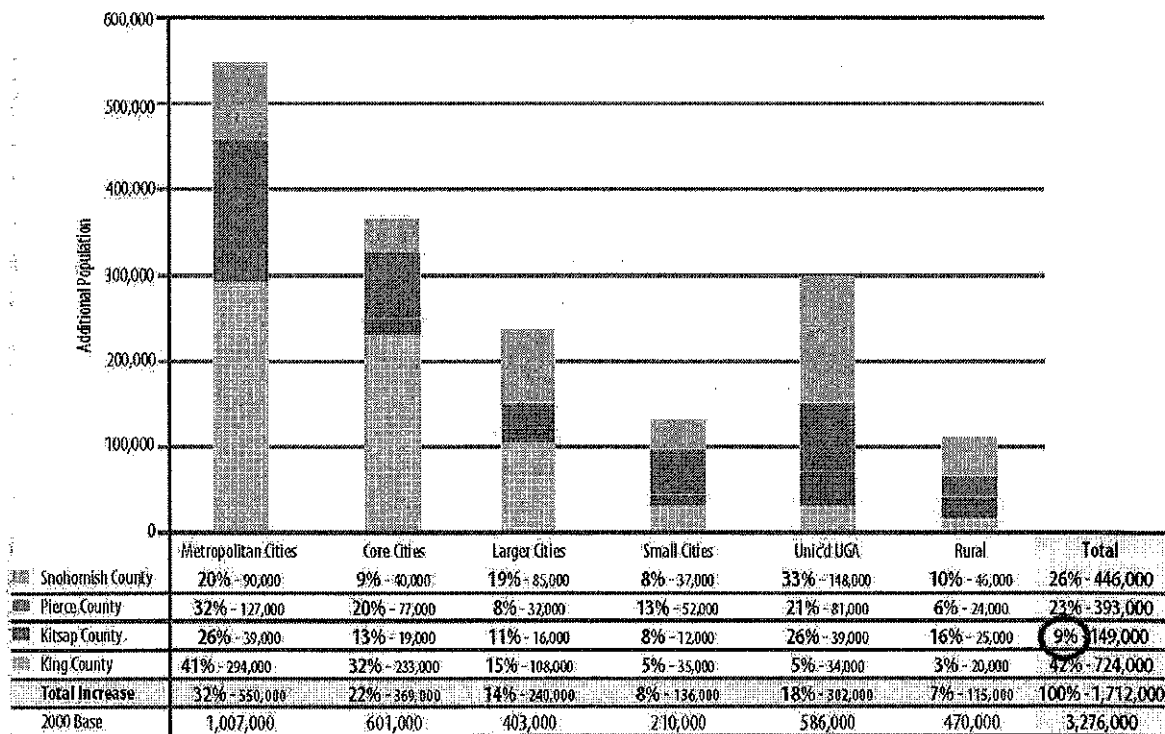
targets to Cities and set their unincorporated Urban Growth Area boundaries. Additionally, these are the numbers used by PSRC for the regional control total.

- Next, the 2010 US Census data was used as the base year population of the planning horizon and the OFM Intermediate target for the 2035 end year. When applied to the four central Puget Sound counties, the calculations for regional total and population change are shown in Table 2 below.

Table 2: Comparison of Puget Sound Counties' Calculated Population Change				
	% of Regional Growth Strategy	U.S. Census 2010	OFM Intermediate Projection 2035	Population Growth '10-'35
King	42%	1,931,249	2,350,576	419,327
Kitsap	9%	251,133	311,737	60,604
Pierce	23%	795,225	1,006,614	211,389
Snohomish	26%	713,335	955,281	241,946
Region	100%	3,692,952	4,626,243	933,291

- Next, Kitsap's share of the regional growth (9%) referenced in the *Vision 2040 Regional Growth Strategy* table below was applied. Nine percent of the total regional growth through 2035 (933,291, shown in Table 2 above) is +83,996.

Population Growth by Regional Geography and County, 2000–2040



4. When this growth target (+83,996) is added to Kitsap's 2010 actual Census population of 251,133, the result is 335,129, which exceeds this recommendation for Kitsap's 2035 population projection of 331,571 by just 1%.

The conclusion drawn from this analysis is that Kitsap County is consistent with the PSRC Regional Growth Strategy in setting a total population target of 331,571 for the 2010-2035 planning horizon.



Kitsap Regional Coordinating Council

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CPP Appendix B:

Kitsap County Population Distribution: 2010-2035

Approved by the KRCC Executive Board: September 24, 2013

Jurisdiction	Census 2010 ¹	Population Growth ²	2035 Targets ³
City of Bremerton	37,729	14,288	52,017
Bremerton UGA	9,082	4,013	13,095
Total Bremerton	46,811	18,301	65,112
City of Bainbridge Island	23,025	5,635	28,660
City of Port Orchard	12,323	8,235	20,558
Port Orchard UGA	15,044	6,235	21,279
Total Port Orchard	27,367	14,470	41,837
City of Poulsbo	9,222	1,330	10,552
Poulsbo UGA	478	3,778	4,256
Total Poulsbo	9,700	5,108	14,808
Central Kitsap UGA	22,712	7,764	30,476
Silverdale UGA	17,556	5,779	23,335
Kingston UGA	2,074	2,932	5,006
UGA (Includes Cities) Total	145,434	63,800	209,234
Rural Non-UGA	105,699	16,638	122,337
Total County	251,133	80,438	331,571

¹ 2010 Census data reflects incorporated city and UGA boundaries as of August 31, 2012

² Population growth reflects new residents through the 2035 planning horizon

³ Changes in city or UGA boundaries during the planning horizon may affect the population distributions. This table may be updated periodically to reflect such changes. These updates do not constitute policy changes to the CPP's and will not require adoption and ratification by member agencies.

Appendix B: Population Distribution 2005 - 2025

AS ADOPTED IN 2004/2007/2011
FYI ONLY: TO BE SUPERCEDED BY
PROPOSED UPDATE ON PAGE 5 OF
THIS PACKET

Population Distribution 2005 through 2025	2000 Population	Through 2025		
		+ New Population	= Total in 2025	Annual Growth Rate
Bremerton City ²	37,259	14,759	52,017	1.34%
East UGA ¹	5,412	2,210	7,622	1.38%
West UGA ¹	3,229	2,017	5,246	1.96%
Bremerton Port UGA ²	68	-68	0	-100.00%
Central Kitsap UGA ¹	21,743	8,733	30,476	1.36%
Gorst UGA ¹	154	73	227	1.56%
Silverdale UGA ¹	15,276	8,059	23,335	1.71%
Bainbridge Island City ²	20,308	8,352	28,660	1.39%
Kingston UGA ³	1,871	3,135	5,006	4.02%
Poulsbo City ²	6,813	3,739	10,552	1.77%
UGA ²	901	3,355	4,256	6.41%
Port Orchard City ²	7,693	3,600	11,293	1.55%
UGA ²	11,570	3,375	14,945	1.03%
Port Orchard UGA Expansion Study Area ³	0	6,334	6,334	
South Kitsap UGA: ²	1,241	8,024	9,265	8.37%
UGA Population	133,537 58%	75,637 76%	209,234 63%	1.81%
Non-UGA Population	98,432 42%	23,905 24%	122,337 37%	0.87%
<i>Total County Population</i>	<i>231,969</i>	<i>99,602</i>	<i>331,571</i>	<i>1.44%</i>

OFM Projection through 2025	Low	268,573	0.59%
	Intermediate	331,571	1.44%
	High	412,391	2.33%

- ¹ Based on PSRC Model
² Based on City and/or County Comprehensive or Sub-area planning
³ Target to be substantiated by further analysis and/or Sub-area planning
⁴ Office of Financial Management official estimate

Kitsap County Historical Growth

	US Census	Annual Growth Rate
1960	84,176	
1970	101,732	1.91%
1980	147,152	3.76%
1990	189,731	2.57%
2000	231,969	2.03%
2004 ⁴	239,500	0.80%

Note: Population Banking as described in Kitsap County's Updated Comprehensive Plan LU-13 applies to the potential need in specific UGA's (e.g. Central Kitsap) to work with adjacent Cities to resolve unmet population growth targets through an UGAMA or to re-allocate population to other UGA's over time, through the Kitsap Regional Coordinating Council

Population distribution will be reviewed through the Kitsap Regional Coordinating Council process every five years. The review will include an analysis of the Cities' and County's progress in achieving target distributions. If the 76% UGA target mentioned above for new population growth and the overall population targets are met or exceeded, the target for new population will revert to five sixths (83%), as per the revised County-wide Planning Policies adopted by Kitsap County Ordinance #258-01 on August 20, 2001. Otherwise, the target may be reaffirmed or explicitly modified.

6-2011
4, 2011



Kitsap Regional Coordinating Council

Kitsap Countywide Planning Policy

Element G: Siting Public Capital Facilities

Approved by the KRCC Executive Board: September 24, 2013

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Commissioner Josh Brown ♦
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The Growth Management Act requires local governments to inventory existing capital facilities owned by public entities, to identify locations and to determine capacities to meet future demand for growth without decreasing levels of service. The Washington State Office of Financial Management is responsible for identifying and maintaining a list of essential state public facilities that are required or likely to be built within the next six years as required by the Growth Management Act. Counties and Cities are also required to coordinate the siting of countywide and statewide capital facilities to mitigate potential adverse impacts from the location and development of these facilities.

Policies for Siting Public Capital Facilities (CF):

1. Identification of needed capital facilities:

- a. The County and the Cities shall each inventory their existing capital facilities and identify needed facility expansion and construction and provide that data to the Kitsap Regional Coordinating Council.
- b. The Kitsap Regional Coordinating Council shall develop and maintain a list of public capital facilities needed to serve Kitsap County as a whole, based upon the County and Cities' Comprehensive Plans, the Countywide Coordinated Water System Plan, and other appropriate system plans. These include, but are not limited to, solid and hazardous waste handling facilities and disposal sites, water and wastewater treatment facilities, regional water supply inter-tie facilities, education institutions, airports, local correctional facilities, in-patient facilities including hospitals and regional park and recreation facilities, and government buildings that serve Kitsap County as a whole, including those essential public facilities as defined in RCW 36.70A.200.

2. Location of capital and public facilities:

- a. If the primary population served by the facility is urban, the facility should be located in a City or Urban Growth Area where feasible.

3. Establishing a process and review criteria for the siting of facilities that are of a countywide or statewide nature:

- a. When essential public facility as defined in RCW 36.70A.200 is proposed in Kitsap County, and its location has not been evaluated through a regional siting process pursuant to WAC 365-196-550 (3) (d), the Kitsap Regional Coordinating Council shall appoint a Facility Analysis and Site Evaluation Advisory Committee composed of citizen members selected by the member jurisdictions to



represent a broad range of interest groups to evaluate proposed public facility siting. At a minimum this evaluation shall consider:

- i. The impacts created by existing facilities;
 - ii. The potential for reshaping the economy, the environment and community character;
 - iii. The development of specific siting criteria for the proposed project, giving priority consideration to siting within Designated Centers;
 - iv. The identification, analysis and ranking of potential project sites;
 - v. Measures to first minimize and second mitigate potential physical impacts including, but not limited to, those relating to land use, transportation, utilities, noise, odor and public safety;
 - vi. Measures to first minimize and second mitigate potential fiscal impacts.
- b. Certain public capital facilities such as schools and libraries that generate substantial travel demand should be located first in Designated Centers or, if not feasible to do so, along or near major transportation corridors and public transportation routes.
 - c. Some public capital facilities, such as those for waste handling, may be more appropriately located outside of Urban Growth Areas due to exceptional bulk or potentially dangerous or objectionable characteristics. Public facilities located beyond Urban Growth Areas should be self-contained or be served by urban governmental services in a manner that will not promote sprawl. Utility and service considerations must be incorporated into site planning and development.
 - d. Uses shall adhere to local health district or state agency rules regarding commercial and industrial use of on-site sewage systems.
 - e. The multiple use of corridors for major utilities, trails and transportation rights-of-way is encouraged.
 - f. County and City comprehensive plans and development regulations shall not preclude the siting of essential public facilities.
 - g. Public facilities shall not be located in designated resource lands, critical areas, or other areas where the siting of such facilities would be incompatible.

4. Air transportation facilities in Kitsap County:

- a. The Counties and the Cities shall recognize the importance of airports as essential public facilities and the preservation of access to the air transportation system.
- b. The County and the Cities shall ensure the safety of the community and airport users through compatible land use planning adjacent to airports and coordination of the airport with ground access. Examples would include not encouraging or supporting higher residential densities, schools, or hospitals near airports or airport approach corridors.
- c. The County and the Cities shall plan for heliports throughout Kitsap County for emergency use.



Kitsap Regional Coordinating Council

RESOLUTION NO. 2012-01: February 2012

Chair
Mayor Patty Lent
City of Bremerton

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A **RESOLUTION** of the Kitsap Regional Coordinating Council acknowledging that essential public facilities evaluated through a state or regional siting process do not have to comply with the local siting process set forth in the Countywide Planning Policies – Element G.

WHEREAS, RCW 36.70A.200 requires cities and counties that are planning under the Growth Management Act to include a process for identifying and siting essential public facilities (EPF), and no local comprehensive plan or development regulation may preclude the siting of EPF; and

WHEREAS, Kitsap County and three (3) of its Cities have adopted Countywide Planning Policies (CPP's), and this document contains Element G that outlines an evaluation framework to coordinate the local siting of an EPF to mitigate potential adverse impacts from the location and development of an EPF; and

WHEREAS, in 2010 the Washington Administrative Code (WAC) was revised relating to EPFs; and

WHEREAS, WAC 365-196-550(3)(d) provides that if an EPF and its location have been evaluated through a state or regional siting process, the county or city may not require the facility to go through the local siting process; and

WHEREAS, Element G of the CPPs appears to subject all essential public facilities to the local siting process, even where those facilities have already gone through a state or regional siting process, which is contrary to WAC 365-196-550(3)(d); **NOW THEREFORE**

THE KITSAP REGIONAL COORDINATING COUNCIL OF KITSAP COUNTY, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1: The findings set forth in the above recitals are hereby adopted by reference.

Section 2: Local cities and counties may not use their comprehensive plan or development regulations to preclude the siting of EPFs, and further, WAC 365-196-550(3)(d) does not allow local jurisdictions to require a facility to go through a local siting process if the state or regional authority has conducted its own siting process, therefore, any EPF that is proposed in Kitsap County that has been evaluated through its own siting process conducted by the state or a regional authority is not required to comply with the CPP's EPF siting criteria in Element G.

Section 3: Effective Date. This Resolution shall take effect and be in force immediately upon its passage.

Passed this 7th day of February, 2012.

Patty Lent, Chair
Kitsap Regional Coordinating Council
Mayor, City of Bremerton

Attest:
Mary McClure, Executive Director
Kitsap Regional Coordinating Council

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Rockaway Beach Roadway Stabilization Phase 2 Design Construction Support Local Agency Standard Consultant Supplement Agreement No. 4	Date: December 11, 2013
Agenda Item: Consent Agenda	Bill No.: 11-061
Proposed By: Public Works Director Barry Loveless	

BUDGET INFORMATION

Depart/Fund: CIP#113 – STP(U)

Expenditure Req: \$ N/C Budgeted? ☒ Yes ☐ No Budget Amend. Req? ☐ Yes ☒ No

REFERRALS/REVIEW

Study Session: 12/4/13	Recommendation: Forward to 12/11/13 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 the Rockaway Beach Roadway Stabilization Phase 2 Design Local Agency Standard Consultant Supplement Agreement No. 4 with BergerABAM Inc. extending the expiration date through June 30, 2014.

Background:

This proposed Supplement Agreement No. 4 is to extend the expiration date of the Local Agency Standard Consultant Agreement with BergerABAM Inc. from January 1, 2014 to June 30, 2014 due to the need to have additional time for project closeout. There is no additional cost associated with this agreement expiration date extension.

RECOMMENDED ACTION

Motion:



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>4</u>		Organization and Address Berger ABAM Inc., 33301 Ninth Avenue S., Suite 300 Federal Way, WA 98003	
Original Agreement Number N/A		Phone: 206.431.2300	
Project Number STPUS-6703 (001)		Execution Date 9/7/2011	Completion Date Current: 01/01/2014 Proposed: 06/30/2014
Project Title Rockaway Beach Road Stabilization		New Maximum Amount Payable \$ No Change	
Description of Work This supplement agreement extends the completion date from 1/1/2014 to 6/30/2014, as described in Section II below.			

The Local Agency of City of Bainbridge Island
desires to supplement the agreement entered into with BergerABAM Inc.
and executed on _____ and identified as Agreement No. _____
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: 06/30/2014

III

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: _____

By: _____

Consultant Signature

Approving Authority Signature

Date

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Wardwell Road Drainage Design Professional Services Agreement	Date: December 11, 2013
Agenda Item: Consent Agenda	Bill No.: 13-168
Proposed By: Public Works Director Barry Loveless	

BUDGET INFORMATION

Depart/Fund: Public Works – SSWM – City Council accepted the Stormwater Facilities Planning & Design Grant in the amount of \$120,000 at their 08/07/2013 City Council meeting.	SSWM Grant	\$ 60,000
	Rds. Program	\$ 14,000
		\$74,000
Expenditure Req: \$73,250.00	Budgeted? ☒ Yes ☐ No	Budget Amend. Req? ☐ Yes ☒ No

REFERRALS/REVIEW

Study Session: 12/4/13	Recommendation: Forward to 12/11/13 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 the Wardwell Road Drainage Design professional services agreement with Map Ltd. in the amount of \$73,250.00.

Background:

The Wardwell/Bucsit drainage design 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 and roadway improvements. Work will also include a new cross culvert beneath Wardwell Drive which will be designed in accordance with the Washington State Department of Fish and Wildlife standards for fish passage. This project is included in the 2014 CIP list of projects adopted by the City council at their November 25, 2013 meeting.

The City solicited statements of qualification from twelve firms from the consultant roster and Map Ltd. was selected as the most qualified consultant to design the project. See attached agreement and scope of work for further details.

RECOMMENDED ACTION

Motion:

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 MAP, Ltd. the “Consultant”).

WHEREAS, the City has secured funding under the current Department of Ecology 2013-2014 Biennial Municipal Stormwater Capacity Grant Planning and Design Funds; and

WHEREAS, the City desires to secure survey and design services for a stormwater water quality and roadway project located in the vicinity of Wardwell Road, located in central Bainbridge Island; 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 Seventy-Three Thousand Two Hundred Fifty Dollars (\$73,250);

☐ 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, 2014, 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. The City consents to the assignment of work to sub-consultants as described in Attachment A. 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: MAP, Ltd.
 P.O. Box 720
 Silverdale, WA 98383
 Attn: Pat Fuhrer, P.E., Principal

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 December _____, 2013.

MAP, LTD.

CITY OF BAINBRIDGE ISLAND

By_____

By_____

Name: Pat Fuhrer, P.E.

Douglas Schulze, City Manager

Title: Principal

Tax I.D. #_____

City Bus. Lic. #_____

ATTACHMENT A

SCOPE OF SERVICES

Design Contract

1.0 Requirements:

1.1 Design to be in accordance with:

2012 Stormwater Management Manual for the Western Washington and Low Impact Development Technical Guidance Manual for Puget Sound.

Washington State Department of Transportation (WSDOT) City and County Design Standards in the LAG Manual.

City of Bainbridge Island (City) Design and Construction Standards for Roadway

1.2 CADD to be in accordance with the City Standards.

1.3 Specifications to be developed using WSDOT Standard Specifications and format.

1.4 Fish passage design to be in accordance with Washington State Department of Fish and Wildlife (WDFW) Standards, current edition.

2.0 Tasks:

2.1 Meetings/coordination with City staff; identify design parameters.

2.1.1 Wetland delineation within project limits (sub-consultant).

2.1.3 Geotechnical analysis of subsurface conditions at the Woodward Creek crossing for the purposes of fish passage culvert design (sub-consultant).

2.1.5 Topographic survey and base map within right-of-way project limits and 200 ft. upstream/downstream of Woodward Creek, wetland delineation. City to secure right of entry and survey in accordance with City standards.

2.2 Provide schematic 30% design documents to be utilized for WDFW permitting and right-of-way permitting and easement work. Work does not include permitting. Easements shall be secured by the City if necessary.

2.3 Preparation of preliminary cost estimate based on schematic plans.

2.4 Preparation of draft Hydraulic/Fish Passage Report.

2.5 Review 30% pre-design report prepared by City prior to submittal of all to

Department of Ecology by February 17, 2014.

- 2.6 Provide construction documents for bidding and construction and any special supplemental design documents for addenda required during bidding. Draft construction documents will be submitted for formal review by the City. Work does not include construction administration, inspection, and testing.
 - 2.7 Management Reserve. The objective of this task is to provide additional engineering services throughout delivery of the Project (e.g. additional workshops, meetings, evaluations, technical support, etc.). Any work performed under this task will require prior written authorization from the City's Project Manager. Authorization will specify the requested scope of services and cost for the work, which will be reviewed, negotiated, and agreed upon by the Project Manager and Consultant prior to performing the work.
- 3.0 Deliverables:
- 3.1 Schematic level documents including schematic level drawings, survey and base map, basic estimate, and draft Hydraulic/Fish Passage Report.
 - 3.2 Construction documents including plans, specifications, and a final draft of Hydraulic/Fish Passage Report. Consultant shall provide individual word documents for special provisions. City staff will assemble the Contract Manual and format the specifications.
- 4.0 Schedule:
- 4.1 Pre-design Report (30%) to Department of Ecology by February 17, 2014.
 - 4.2 Submittal of 90% design to Department of Ecology by August 1, 2014.

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: Yeomalt Area Drainage Phase 1 Design Professional Services Agreement	Date: December 11, 2013
Agenda Item: Consent Agenda	Bill No.: AB: 13-169
Proposed By: Public Works Director Barry Loveless	

BUDGET INFORMATION

Depart/Fund: Public Works – SSWM – City Council accepted the Stormwater Facilities Planning & Design Grant in the amount of \$120,000 at their 08/07/2013 City Council meeting.	SSWM Grant	\$60,000
	100% Grant Funded	
Expenditure Req: \$60,000.00	Budgeted? ☒ Yes ☐ No	Budget Amend. Req? ☐ Yes ☒ No

REFERRALS/REVIEW

Study Session 12/4/13	Recommendation: Forward to 12/11/13 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 the Yeomalt Area Drainage Phase I design professional services agreement with Brown-Wheeler Engineers Inc. in the amount of \$60,000.00.

Background:

The Yeomalt Drainage Improvement Project design consists of stormwater water quality, conveyance improvements and roadway improvements at the following locations:

- East-west leg of Yeomalt Point Drive
- Dingley Road from Fairview Avenue to Madrona Drive
- Madrona Drive from Yeomalt Point Drive to Dingley Road NE
- 550 feet of Madrona Drive, south of Dingley Road NE

The design will incorporate water quality facilities such as bio-retention pond systems, bio-filtration swales, and improved conveyance systems and in selected locations, roadway improvements. This project is included in the 2014 CIP list of projects adopted by the City council at their November 25, 2013 meeting.

The City solicited statements of qualification from twelve firms from the consultant roster and Brown –Wheeler Engineers Inc. was selected as the most qualified consultant to design the project. See attached agreement and scope of work.

RECOMMENDED ACTION

Motion:

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 Browne Wheeler Engineers, Incorporated (the “Consultant”).

WHEREAS, the City has secured funding under the current Department of Ecology, 2013-2014 Biennial Municipal Stormwater Capacity Grant Planning and Design Funds; and

WHEREAS, the City desires to secure survey and design services for a stormwater water quality and roadway project located in the Yeomalt Point, located in central Bainbridge Island; 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 Sixty Thousand Dollars (\$60,000);

☐ 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, 2014, 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: Browne Wheeler Engineers, Incorporated
 241 Erickson Avenue NE
 Bainbridge Island, WA, 98110
 Attention: David Browne, P.E.

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 December ____, 2013.

BROWNE WHEELER ENGINEERS,
INCORPORATED

CITY OF BAINBRIDGE ISLAND

By_____

By_____
Douglas Schulze, City Manager

Name: David Browne, P.E.

Title: Principal

Tax I.D. #_____

City Bus. Lic. #_____

ATTACHMENT A
Yeomalt Drainage Improvements
Browne Wheeler Engineers, Inc.

This project includes design of stormwater quality facilities and associated roadway improvements to the Yeomalt Point area of Bainbridge Island. The proposed improvements are outlined in an alternative analysis by Browne Wheeler Engineers, Inc. dated September 30, 2013. The goals of the proposed improvements are to:

- Improve the quality of the water from the Yeomalt Point area;
- Preserve the roadways adjacent to the proposed improvements.

To assist the City in achieving these goals Browne Wheeler Engineers, Inc. will provide the following services.

Scope of Services

Assumptions

- Design shall be in accordance with:
 - 2012 Stormwater Management Manual for Western Washington,
 - 2012 Low Impact Development Technical Guidance Manual for Puget Sound,
 - 2013 Washington State Department of Transportation (WSDOT) Local Agency Guidelines Chapter 42 City and County Design Standards for All Routes,
 - Washington Department of Fish and Wildlife (WDFW)
- AutoCad drawings shall be formatted to meet the City's CADD standards.
- Specifications will be developed in accordance with applicable sections of 2012 WSDOT Plan Preparation Manual.
- City will obtain any permanent or temporary easements required for the construction of the proposed purposes.
- City will obtain all required permits.
- Project area includes:
 - East-west leg of Yeomalt Point Drive,
 - Dingley Drive from Fairview to Madrona Drive,
 - Madrona Drive from Yeomalt Point Drive to Dingley Drive and
 - 550 feet of Madrona Drive, south of Dingley Drive.
- Construction administration services are not included.
- This scope of services does not include design of a shoreline mitigation plan or design of improvements waterward of the ordinary high water mark.

Task 1 Preliminary Design

Deliverables:

- Base Map
- Alternative Road Sections
- Draft Preliminary Design Documents and Hydraulic Report (Pre-design Report)

- Displays for Public Participation Meeting
- Final Preliminary Design Documents and Hydraulic Report

- 1.1 Perform routine project management activities including general coordination, budget and schedule monitoring and billing.
- 1.2 Provide topographic survey and base map of the proposed project area.
- 1.3 Evaluate existing right of way and provide alternative road sections to facilitate drainage.
- 1.4 Meet with City staff to discuss the alternatives and our recommendations. City staff will select the alternatives to be used in the design.
- 1.5 Based on the selections by City staff, prepare preliminary design documents. These will include preliminary sizing of the proposed improvements.
- 1.6 Submit the preliminary design documents to the City for review and comment.
- 1.7 Coordinate with the City to facilitate a public participation meeting to discuss the preliminary design documents with the neighborhood.
- 1.8 Modify the preliminary documents based on input from the public participation meeting.
- 1.9 Submit the preliminary design documents to the City for WDFW and Right of Way permitting and obtaining required easements.
- 1.10 Assist the City with the preparation with SEPA and HPA documentation.

Task 2 Contract Documents

Deliverables:

- Draft Contract Documents
 - Plans
 - Specifications (Divisions 2-9)
 - Construction Estimate
 - Final Contract Documents
 - Final Hydraulic Report
- 2.1 Perform routine project management activities including general coordination, budget and schedule monitoring and billing.
 - 2.2 Modify the design to address any comments or conditions from the permitting process.
 - 2.3 Contract Drawings and Specifications
 - a. Prepare plans and specifications for the following elements:
 - Erosion/sedimentation control.
 - Site demolition.
 - Vertical and horizontal control.
 - Paving.
 - Storm drainage (collection, conveyance and treatment).
 - Grading (finish grade elevations and contours).
 - b. Prepare specifications in accordance with WSDOT requirements (Divisions 2-9 only).

- c. Prepare a construction cost estimate based on Task 2.3.
- d. Perform an in-house Q/A review and documentation.
- 2.4 Prepare a final Hydraulic Report based on the Contract Documents.
- 2.5 Submit a draft (90% Design) of the Contract Documents and the final Hydraulic Report to the City for review.
- 2.6 Address City comments and produce final Contract Documents. Submit the documents to the City for inclusion in the Contract Manual. City staff will assemble the Contract Manual.
- 2.7 As required, prepare addenda to the Contract Documents to address questions during bidding.

Task 3 Management Reserve

The objective of this task is to provide additional engineering services throughout delivery of the Project (e.g. additional workshops, meeting, evaluations, technical support, etc.) Any work performed under this task will require prior written authorization from the City's Project Manager. Authorization will specify the requested scope of services and cost for the work, which will be reviewed, negotiated, and agreed upon by the Project Manager and Browne Wheeler Engineers, Inc. prior to performing the work.

Fee Estimate

We will perform this work on a time and materials basis using the following billing rates.

Sr. Engineer	\$115 / hour
Engineer	\$95 / hour
Technician	\$75 / hour

Estimated fees for the work are presented in the following table. We will not exceed the total estimate without prior written approval from the City.

Task	Fee
Task 1 – Preliminary Design	\$27,000
Task 2 – Contract Documents	\$27,000
Task 3 –Management Reserve	\$6,000
Total	\$60,000

Reimbursable expenses will be invoiced at cost plus 10% markup.

Schedule

- Task 1 – Pre-design Report to Department of Ecology by February 28, 2014.
- Task 2 – 90% Design Contract Documents to Department of Ecology by August 1, 2014

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: Road Rating Services Contract Award	Date: December 11, 2013
Agenda Item: Consent Agenda	Bill No.: AB 13-170
Proposed By: Public Works Director Barry Loveless	

BUDGET INFORMATION

Depart/Fund: Public Works/ Annual Roads Preservation Fund		
Expenditure Req: \$41,054.00	Budgeted? ☒ Yes ☐ No	Budget Amend. Req? ☐ Yes ☒ No

REFERRALS/REVIEW

Study Session: 12/4/13	Recommendation: Forward to 12/11/13 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 the Road Rating Services contract with Infrastructure Management Services in the amount of \$41,054.00.

Background:

The Road Rating Services project consists of using a laser road surface tester with enhanced digital imagery to collect a full array of pavement conditions on the Islands 137 miles of roadway. The purpose of the program is to produce a current pavement condition index (PCI) score for the entire COBI road network. The data will be compiled and entered into the City's existing MicroPAVER database, updating the road rating survey that was last updated in 2011. In addition, the contract will provide a data package of images taken as the survey is conducted with a digital photograph being taken every 25 feet.

The City solicited for the Road Rating Services by advertising in the local newspapers. After reviewing five proposals received, Infrastructure Management Services was selected to move forward with contract negotiations. See attached contract and related scope of work.

RECOMMENDED ACTION

Motion:

AGREEMENT FOR ROAD RATING SERVICES

THIS AGREEMENT FOR ROAD RATING 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 IMS Infrastructure Management Services, L.L.C. (the “Vendor”).

WHEREAS, the City desires to obtain road rating pavement condition services; and

WHEREAS, the Vendor 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 Vendor as follows:

1. SERVICES BY VENDOR

The Vendor shall provide the road rating 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 Vendor 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 Vendor for such services: (check one)

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

☒ Fixed Sum: a total amount of Forty-One Thousand Fifty-Four Dollars (\$41,054);

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

B. The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor and the City understand and expressly agree that the Vendor is an independent contractor in the performance of each and every part of this Agreement. The Vendor expressly represents, warrants and agrees that the Vendor'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 Vendor, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Vendor shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

B. The Vendor 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 Vendor 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 Vendor performs hereunder.

D. The Vendor 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 Vendor 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 Vendor 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, 2014, 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 Vendor pursuant to this Agreement shall be submitted to the City, and the Vendor 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 Vendor 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 Vendor, 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 Vendor under this Agreement.

B. In the event that the Vendor and the City are both negligent, then the Vendor'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 Vendor, its officers, employees and agents.

C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the Vendor 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 Vendor. 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 Vendor'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

Vendor 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 Vendor 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 Vendor 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 Vendor: IMS Infrastructure Management Services, L.L.C.
 1820 W. Drake Drive
 Suite #108
 Tempe, AZ 85283

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 December _____, 2013.

IMS INFRASTRUCTURE MANAGEMENT
SERVICES, L.L.C.

CITY OF BAINBRIDGE ISLAND

By _____

By _____
Douglas Schulze, City Manager

Name _____

Title _____

Tax I.D. # _____

City Bus. Lic. # _____

City Contact: Larry Ward, Project Manager
Email: lward@bainbridgewa.gov
Phone: 206.780.3746

ATTACHMENT A

SCOPE OF SERVICES

Scope of Work.

The scope of work includes, but is not necessarily limited to, the following tasks:

1) ***A PCI-based Pavement Condition Survey*** - All of the approximately 137 miles of paved streets in the City limits will be included in the scope of the project. The protocol for the survey will be based on the specifications and methodologies described by ASTM Standard D6433-11 “Standard Practice for Road and Parking Lots Pavement Condition Index (PCI) Surveys.” The survey will be conducted for each street segment as currently identified in the City’s MicroPAVER database.

2) ***Pavement Condition Survey Report*** – The vendor shall prepare a Pavement Condition Survey report. The report shall contain a summary of the PCI data collected, and a final PCI rating for each street, as well as an executive summary of the recommended City-wide levels of maintenance, indexed by year to be performed, sorted by PCI brackets, and including tallied estimates of the various categories of maintenance work required.

3) ***Delivery of the results of the field survey via the MicroPAVER database***

a. All PCI data collected in Task 1 will be stored in a MicroPAVER database, v. 6.5.1, or the most recent version.

b. The Vendor shall acquire a site license for MicroPAVER for the City Bainbridge Island, Department of Public Works with two-year maintenance and support. The minimum number of seats of MicroPAVER to be provided shall be 4.

c. At the completion of the PCI survey, all of the results as stored in the MicroPAVER database will be migrated to the City’s installation (if not already there).

Description of roadway network

The City of Bainbridge Island has divided its roadway network into 6 classifications: Primary Arterial, Secondary Arterial, Collector, Residential Urban, Residential Suburban, and private roads. The road network consists of predominately rural two-lane asphalt roadways, with shoulders.

Work does not include Federally Classified Roadways

The City of Bainbridge Island has several roads that are federally classified roadways; these roads are not included as part of this project. A map of these federally classified roads can be found in Attachment D.

Description of PCI score information collected

The survey will be based on the specifications and methodologies described by ASTM Standard D6433-11 “Standard Practice for Road and Parking Lots Pavement Condition Index (PCI)

Surveys.”

Description of software used for PMS program.

MicroPAVER software is marketed to cities and counties across America by American Public Works Association (AWPA). It was also invented by the U.S. Army Center for Public Works. A PMS, like MicroPAVER, is a valuable tool that alerts the pavement manager to the critical point in a pavement’s life cycle.

MicroPAVER provides a means to inventory pavement infrastructure, assess its current and projected condition, and determine budget needs to maintain the pavement condition above an acceptable threshold level, identify work requirements, prioritize projects, and optimize spending of maintenance funds.

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 Vendor, 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.

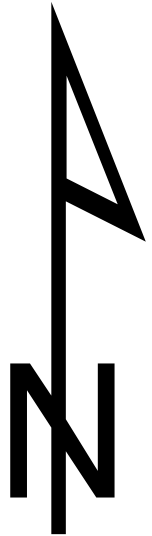
Before commencing work and services, the Vendor shall provide to the person identified in Section 16 of the Agreement a Certificate of Insurance evidencing the required insurance. City reserves the right to request and receive a certified copy of all required insurance policies.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Vendor. 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 Vendor, 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.

ATTACHMENT C

**Map of Islands Paved Roadways Network
By Roadway Classification**



ATTACHMENT C
Map of Bainbridge Island's
Paved Roadway Network
by Roadway Classification

Legend

Driveways

Highway

Street Classifications

Rd_Class

Unknown

Primary Arterial

Secondary Arterial

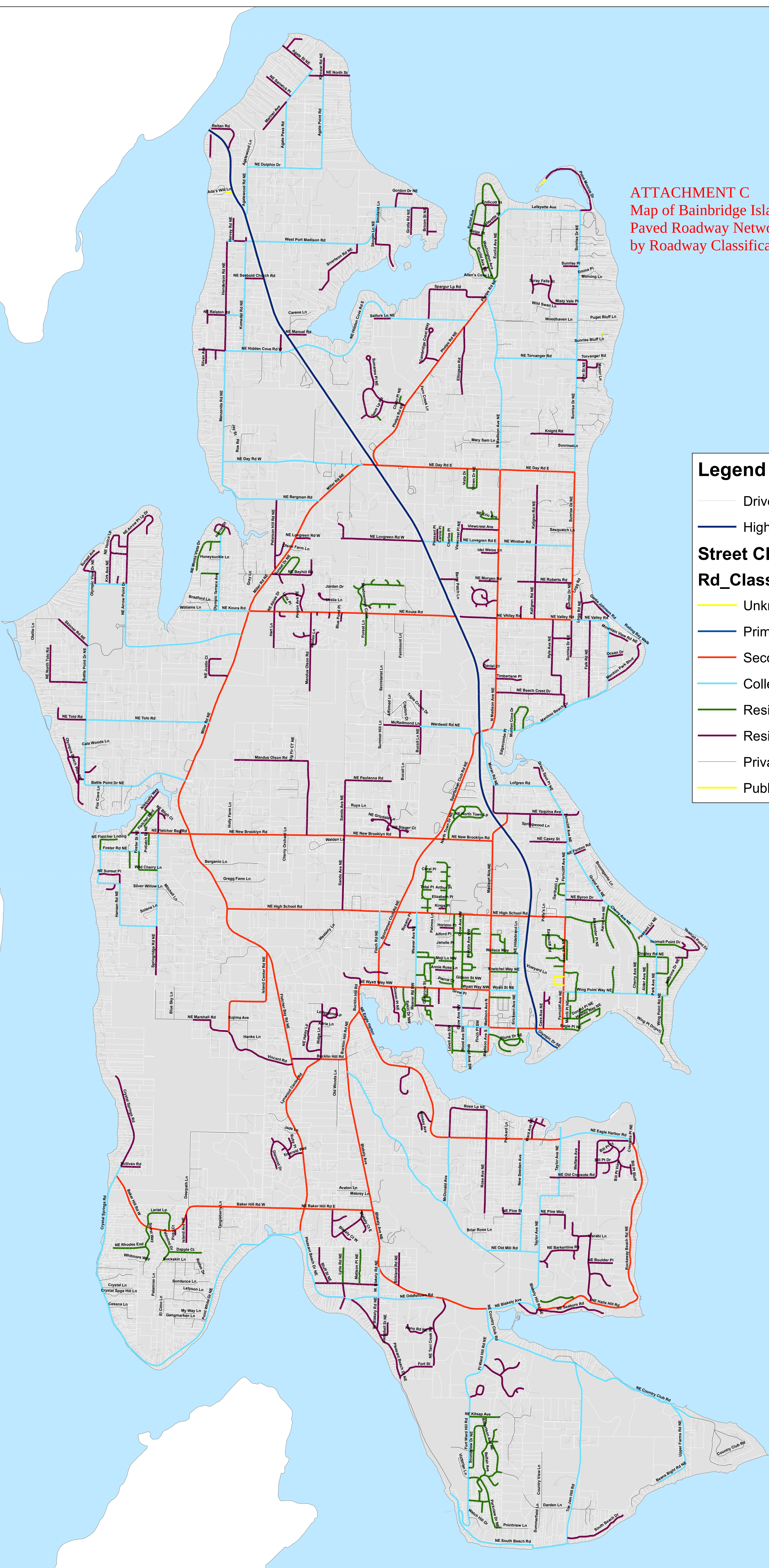
Collector

Residential Urban

Residential Suburban

Private

Public



ATTACHMENT D

Map of Federally Classified Roadways

Proposed Federal Roadway Classifications

ATTACHEMENT D Federally Classified Roadways

Legend

Streets

- Streets
- Secondary Arterial
- Proposed Secondary Arterial
- Collector
- Proposed Collector
- Highway
- Shoreline
- waterbackground

Coordinate System: NAD 1983 StatePlane Washington North FIPS 4601 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
False Easting: 1,640,416.6667
False Northing: 0.0000
Central Meridian: -120.8333
Standard Parallel 1: 47.5000
Standard Parallel 2: 48.7333
Latitude Of Origin: 47.0000
Units: Foot US

Date: 1/26/2012
User: grobinson

0 0.25 0.5 1 1.5 2 Miles

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Contract for Prosecution Services with the Kitsap County Prosecutor's Office	Date: December 11, 2013
Agenda Item: Consent Agenda	Bill No.: 13-165
Proposed By: Douglas Schulze, City Manager	Referral(s):

BUDGET INFORMATION

Department: Executive/Legal	Fund:	Munis Contract #
Expenditure Req: \$93,616.00 for prosecution services	Budgeted? ☒ Yes ☐ No	Budget Amend. Req? ☐ Yes ☒ No

REFERRALS/REVIEW

Study Session December 4, 2013	Recommendation: Forward to 12/11/13 Consent Agenda
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒ Yes ☐ No ☐ N/A Finance ☒ Yes ☐ No ☐ N/A

DESCRIPTION/SUMMARY

Action Item:

Consideration of a Legal Services Agreement, Prosecution Services, with Kitsap County Prosecutor's Office.

History:

In 2011, the City entered into a Legal Services Agreement, Prosecution Services, with the Kitsap County Prosecutor's Office following a Request for Proposals for Prosecution and Litigation Services. The City has entered into annual agreements each year since then, and the administration recommends entering into a similar contract for 2014. The annual cost for prosecution services in 2014 is the same as in 2013.

RECOMMENDED ACTION

Motion:

LEGAL SERVICES AGREEMENT

Prosecution Services

This Legal Services Agreement for Prosecution Services (this “Agreement”) is entered into between the City of Bainbridge Island (the “City”) and the Kitsap County Prosecuting Attorney (the “Prosecutor”) pursuant to the provisions of Chapter 39.34 RCW (Interlocal Cooperation Act) as of January 1, 2014.

WHEREAS, the Interlocal Cooperation Act permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the City and the Prosecutor wish to mutually cooperate for the purposes described herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section I

PURPOSE

The purpose of this Agreement is for the Prosecutor to provide legal services for the City for prosecution of municipal criminal complaints and civil infractions.

Section II

SERVICES

The Prosecutor will provide the full range of prosecution services (i.e., prosecution/case management, legal advisor and special projects as required) to the Police Department of the City, as more fully described in Exhibit A: Scope of Work, which is incorporated herein.

Section III

TERM OF AGREEMENT

The term of this Agreement is January 1, 2014 through December 31, 2014.

Section IV

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party, with or without cause, upon four months’ advance written notice to the other party.

Section V COMPENSATION

The City and the Prosecutor agree that compensation for services rendered under this Agreement shall be at an annual cost of \$93,616.00 beginning on January 1, 2014 and shall be paid in equal monthly installments.

Section VI OFFICE FACILITIES

The City will provide office space, furnishings and office equipment for one attorney and one support staff member of the Prosecutor.

Section VII INSURANCE AND HOLD HARMLESS

A. Insurance

Prior to and during the performance of the work covered by this Agreement, the Prosecutor shall provide the City with evidence that it has obtained and maintains in full force and effect during the term of this Agreement a policy of professional liability insurance, and/or errors and omissions insurance, providing coverage of at least \$1,000,000 for professional liability or errors and omissions in connection with the work to be performed by the Prosecutor under this Agreement. The Prosecutor shall furnish a certificate of insurance to the City for review by the City. The City shall be provided 30 days' written notice of any cancellation of such professional liability insurance.

B. Indemnification

Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, employees and agents against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees and agents in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the termination of this Agreement.

Section VIII GENERAL PROVISIONS

A. Integration. This Agreement constitutes the entire agreement between the parties. No other understandings or representations, oral or written, regarding the subject matter of this Agreement will be deemed to exist or bind the parties.

B. Amendments. Except as provided in Section V (relating to changes in compensation), this Agreement may be modified or amended only by a writing duly executed by authorized representatives of both parties.

C. Coverage. The City contracts with the Prosecutor for prosecution assistance on an annual basis. The Prosecutor shall be responsible for providing backup and coverage in the event of any absence or conflict at costs within the annual budget. Such backup and coverage shall be provided only by duly appointed deputy prosecuting attorneys.

D. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and addressed as follows:

If to the City:

City Attorney
City of Bainbridge Island
280 Madison Avenue
Bainbridge Island, WA 98110

If to the Prosecutor:

Kitsap County Prosecuting Attorney
614 Division Street, MS-35
Port Orchard, WA 98366

E. Files. All files and other documents maintained by the Prosecutor shall be the files of the City and accessible by the City through its City Attorney or other duly authorized representative during normal business hours. At the request of the City, any and all files maintained by the Prosecutor shall be tendered to the City.

F. Independent Contractor. Prosecutor and assistant(s) are professionals acting without direct supervision and are independent contractors. Prosecutor waives any claim in the nature of a tax, charge, cost or employee benefit which would attach if Prosecutor or assistant(s) were held to be employees of the City.

G. Non-Discrimination. Prosecutor 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. Prosecutor shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. Violation of this section 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 from City.

H. Governing Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated only in the Superior Court of Kitsap County, Washington.

I. Severability. The invalidity or unenforceability of any provision in this Agreement shall not affect the validity or enforceability of any other provisions that can be given effect without the offending provision.

J. No Waiver. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

K. Administration. This Agreement will be jointly administered by the City and the Prosecutor. This Agreement does not create any separate legal or administrative entity.

L. Financing; Budget. This Agreement does not contemplate joint financing of the activities within its scope, nor does it contemplate a joint budget.

M. Property Acquisition and Disposition. This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date stated above.

Dated this ____ day of December, 2013.

Dated this ____ day of _____, 20__.

CITY OF BAINBRIDGE ISLAND

**BOARD OF COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

Douglas Schulze, City Manager

Josh Brown, Chair

Dated this ____ day of _____, 20__.

Charlotte Garrido, Commissioner

Dana Daniels, Clerk of the Board

Robert Gelder, Commissioner

**KITSAP COUNTY PROSECUTING
ATTORNEY**

Russell D. Hauge

ATTEST:

EXHIBIT A: SCOPE OF WORK

The Prosecutor will provide the full range of criminal prosecution and civil infraction enforcement (i.e., prosecution/case management, legal advisor and special projects as required) to the City's commissioned officers and other enforcement personnel as applicable.

I. MUNICIPAL COURT

A. Appearance and Preparation for All Regularly Scheduled Monthly Calendars as Follows:

1. Non-jury trials
2. Motion calendars
3. Jury readiness calendars
4. Contested infractions calendars, including administrative hearings and traffic hearings, but only in cases where a Notice of Appearance has been filed by a licensed attorney and/or as otherwise agreed by the parties
5. Jury trial calendars
6. Arraignments
7. Sentencings
8. Revocation hearings
9. Motions
10. Preliminary hearings (probable cause)
11. In-Custody hearings

B. Miscellaneous:

1. Review cases, make decisions and file complaints
2. Obtain search and arrest warrants
3. Day-to-day advice, as needed, by telephone or in-person contact with City Police Department officers

II. SUPERIOR COURT

Appeals (preparation and appearance):

1. Commencing (only after discussion and authorization from City Attorney)
2. Defending

III. MEETINGS

- A. Attend All Meetings with Police Department, City staff or City Council as Requested or Required to Address Current Issues
- B. Prepare Memoranda Addressing Legal Ramifications of Courses of Action Contemplated as Part of Those Meetings

- IV. PROVIDE LIAISON BETWEEN CITY POLICE DEPARTMENT AND COURT SYSTEM REGARDING PROCEDURES AND ENFORCEMENT**
- V. PREPARE, REVIEW AND RESPOND TO ISSUES AS REQUESTED BY CITY ATTORNEY, CHIEF OF POLICE OR POLICE CAPTAIN**
- VI. RECOMMEND NEEDED MUNICIPAL CODE AMENDMENTS TO CITY ATTORNEY**
- VII. PROVIDE QUARTERLY REPORTS TO CITY AND CITY ATTORNEY'S OFFICE IDENTIFYING TOTAL CASE FILINGS AND CASE DISPOSITIONS**

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Biosolids Disposal Agreement Amendment No. 1	Date: December 11, 2013
Agenda Item: Consent Agenda	Bill No.: 12-057
Proposed By: Public Works Director Barry Loveless	

BUDGET INFORMATION

Department/Fund: Public Works Operations & Maintenances, Sewer Fund		
Expenditure Req: \$ 6,833/MO	Budgeted? ☒ Yes ☐ No	Budget Amend. Req? ☐ Yes ☒ No

REFERRALS/REVIEW

Study Session: 12/4/13	Recommendation: Forward to 12/11/13 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 Amendment No. 1 to the Biosolids Disposal Agreement with Allied Waste North America, Inc. extending the existing Agreement through February 28, 2014.

Background:

City Council approved the existing Biosolids Agreement with Allied Waste North America, Inc. for a two-year agreement from 2012 thru 2013 at their June 6, 2012 city council meeting.

Amendment No. 1 would extend the Agreement expiration date from December 31, 2013 to February 28, 2014 until a newly revised annual agreement can be renegotiated. The 2014 per ton disposal cost will be \$1,191.00, a 3.6% increase over the 2013 per ton disposal cost of \$1,149.50.

Budget:

The 2014 annual cost is approximately \$82,000; therefore, this amendment thru February 28, 2014 is approximately \$6,833 per month.

RECOMMENDED ACTION

**AMENDMENT NO. 1 TO
AGREEMENT FOR BIOSOLIDS HAULING AND DISPOSAL SERVICES**

This Amendment No. 1 to Agreement for Biosolids Hauling and Disposal Services, dated as of the date written below (this "Amendment"), between the City of Bainbridge Island ("City") and Allied Waste North America, Inc., acting through Regional Disposal Company, a Washington joint venture ("Allied Waste") amends that certain Agreement for Biosolids Hauling and Disposal Services, dated June 7, 2012, between the City and Allied Waste (the "Agreement").

WHEREAS, City desires to extend the term of the services provided under the Agreement and amend the fees and charges;

NOW, THEREFORE, City and Consultant agree to amend the Agreement as follows:

1. Section 6 is hereby amended to read as follows:

This Agreement shall become effective upon execution by both parties (the "Effective Date") and shall continue in full force until ~~December 31, 2013~~ February 28, 2014, unless sooner terminated by either party as provided below.

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 Allied Waste pursuant to this Agreement shall be submitted to the City, and Allied Waste 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.

2. Exhibit B is hereby amended to read as follows:

FEES AND CHARGES

Sediments in 20-foot open top containers (47 cubic yards) will be charged at a rate of ~~\$1,149.50~~ \$1,191 minimum charge per container based on 25 tons of material per container. Loads in excess of 25 tons will be charged at ~~\$43.50~~ \$45 per ton. The container load limit is 27 tons. The container liner and toll bridge fee are included in the above-mentioned rate.

Transportation costs by truck from 1220 Donald Place, Bainbridge Island, Washington to Allied Waste's intermodal facility in Tacoma, Washington shall be paid at a rate of \$115 per hour. Transportation costs by rail from Allied Waste's intermodal facility to the final disposal site are included in the minimum charge per container.

Allied Waste will charge the City a Washington Refuse Tax of 3.6%.

3. Except as modified herein, all other terms and conditions to the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of
December ____, 2013.

ALLIED WASTE NORTH AMERICA, INC.,
Acting through Regional Disposal Company
A Washington Joint Venture

CITY OF BAINBRIDGE ISLAND

By: _____
Name: _____
Title: _____

By: _____
Douglas Schulze, City Manager

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Street and Storm Drainage Spoils Disposal Services Contract Amendment No. 1	Date: December 11, 2013
Agenda Item: Consent Agenda	Bill No.: AB 12-065
Proposed By: Public Works Director Barry Loveless	

BUDGET INFORMATION

Department/Fund: Public Works Operations & Maintenances, General Services		
Expenditure Req: \$ 103,530/YR	Budgeted? ☒ Yes ☐ No	Budget Amend. Req? ☐ Yes ☒ No
2014: \$103,530	2015: \$103,530 (TBD)	

REFERRALS/REVIEW

Study SessionL 12/4/13	Recommendation: Forward to 12/11/13 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 Amendment No. 1 to the Street and Storm Drainage Spoils Disposal Services Contract with Waste Management Disposal Services of Oregon in the amount of \$103,530.00 annually through 2015.

Background:

The City hauls accumulated street and storm drainage spoils to the Olympic View Transfer Station located in Port Orchard, WA for delivery by Waste Management Disposal Services of Oregon, Inc. who in turn deliver to the Columbia Ridge Landfill and Recycling Center located in Gilliam County Oregon. The existing vendor is in compliance with the Kitsap Public Health District who regulates road spoil disposal and handling methods generated by Public Works maintenance activities.

City Council approved the existing Street and Storm Drainage Spoils Disposal Services Contract with Waste Management Disposal Services of Oregon for a two-year contract (2012 thru 2013) at their October 10, 2012 city council meeting. Amendment No. 1 would extend the Agreement expiration date from January 31, 2014 to December 31, 2015 for an additional two-years with an approximated cost of \$ \$103,530 annually. Disposal services are calculated and paid for on a per ton basis, and have been averaging approximately \$ \$103,530 per year.

RECOMMENDED ACTION

Motion:

**AMENDMENT NO. 1 TO
AGREEMENT FOR STREET AND STORM DRAINAGE
SPOILS DISPOSAL SERVICES**

This Amendment No. 1 to Agreement for Street and Storm Drainage Spoils Disposal Services, dated as of the date written below (this "Amendment"), between the City of Bainbridge Island ("City") and Waste Management Disposal Services of Oregon, Inc., d/b/a Columbia Ridge Landfill and Recycling Center ("Waste Management") amends that certain Agreement for Street and Storm Drainage Spoils Disposal Services, dated January 24, 2013, between the City and Waste Management (the "Agreement").

WHEREAS, City desires to extend the term of the services provided under the Agreement and amend the fees and charges;

NOW, THEREFORE, City and Consultant agree to amend the Agreement as follows:

1. Section 6 is hereby amended to read as follows:

This Agreement shall become effective upon execution by both parties (the "Effective Date") and shall continue in full force until ~~December 31, 2013~~ December 31, 2015, unless sooner terminated by either party as provided below.

This Agreement may be terminated by either party in the event any alleged default by the non-terminating party is not cured within ten (10) days of receipt of written notice by the other party. In the event of termination by the City, all finished or unfinished documents, reports, or other material or work of Waste Management pursuant to this Agreement shall be submitted to the City, and Waste Management 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.

2. Section 2 is hereby amended to read as follows:

- A. The City shall pay Waste Management monthly in accordance with Exhibit B for actual services rendered under this Agreement.
- B. Waste Management shall submit monthly invoices for services performed in a previous calendar month in a format acceptable to the City.
- C. All invoices shall be paid by mailing a City check within ~~thirty (30)~~ forty-five (45) days of receipt of a proper invoice.
- D. If the services rendered do not meet the requirements of this Agreement, Waste Management 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. Exhibit B is hereby amended to read as follows:

FEES AND CHARGES

The ~~2012~~ 2014 cost to dispose of non-hazardous spoils at the Olympic View Transfer Station is:

- Profile 23525CV, Class IV Street and Road Maintenance ~~\$38.97~~ \$41.24/ton; and
- Profile 0715CU, Street Sweeping and Storm Drain Debris ~~\$32.60~~ \$34.87/ton.

Spoils that do not meet the requirements in Profile 23525CV or 0715CU may be charged at a higher rates/ton or could be rejected by Waste Management as a Nonconforming Waste. The cost above does not include all applicable taxes.

On January 1, 2015 ~~the anniversary of the Effective Date~~, Waste Management shall increase the charges to reflect 100% of the annual percent increase in the Consumer Price Index (CPI-U) for the Seattle-Tacoma-Bremerton Standard Metropolitan Statistical Area for the twelve-month period ending June 30, 2014 ~~2013~~. Waste Management shall provide notice to the City in writing of the adjustment in tipping fees consistent with the annual CPI-U.

4. Except as modified herein, all other terms and conditions to the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of December ____, 2013.

WASTE MANAGEMENT DISPOSAL
SERVICES OF OREGON, INC., D/B/A
COLUMBIA RIDGE LANDFILL AND
RECYCLING CENTER

CITY OF BAINBRIDGE ISLAND

By: _____
Name: Eric Evans
Title: Industrial Sales Manager

By: _____
Douglas Schulze, City Manager

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Janitorial Services with Open Works Inc. – Non-Professional Services Agreement Award	Date: December 11, 2013
Agenda Item: Consent Agenda	Bill No.: AB 13-179
Proposed By: Public Works Director Barry Loveless	

BUDGET INFORMATION

Department/Fund: General Government \$45,000 annually

2014: \$41,656	2015: \$44,384	2016: \$44,384	2017: \$2,728	GT: \$133,152
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Expenditure Req: \$44,384/year	Budgeted? ☒ Yes ☐ No	Budget Amend. Req? ☐ Yes ☒ No
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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 for the City's janitorial services agreement with Open Works Inc. in the total amount of \$133,152 from 2014 through January 2017.

History:

This agreement is for janitorial services for City owned facilities effective February 1, 2014 through January 31, 2017. The various service locations include: city hall, police, municipal court, public works operations & maintenance and waterfront park restrooms. This Agreement calls for an increase in the frequency of janitorial services at certain city facility locations. Most notably, the restrooms at Waterfront Park and City Hall which will increase from 3-days/week to 5-days/week during the highest usage periods generally from April through September. Also, certain services, at various locations, will increase from once a year to twice a year, such as carpet and floor cleaning. See attached scope of work for more details. The cost per individual services performed under this Agreement has not increased over the past three years and the overall increased cost is approximately \$7,000/year due to the higher frequency of services at certain locations.

The contract amount may increase slightly on an annual basis due to the State's requirement of paying prevailing wage rates for janitorial services. Any such increases will be mutually agreed upon by the vendor and City Manager or designee. This Agreement can be terminated without cause with a thirty-day written notice.

RECOMMENDED ACTION

Motion:

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR 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 Open Works, Inc. (the “Vendor”).

WHEREAS, the City desires to obtain janitorial services for City facilities; and

WHEREAS, the Vendor 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 Vendor as follows:

1. SERVICES BY VENDOR

The Vendor shall provide the 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 Vendor 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 Vendor a total amount of Forty-Four Thousand Three Hundred Eighty-Four Dollars (\$44,384) annually. The City shall pay a total of Thirty-Two Thousand Seven Hundred Forty Dollars (\$32,740) to be billed monthly in equal amounts for weekly services performed and a one-time payment of Eleven Thousand Six Hundred Forty-Four Dollars (\$11,644) to be billed for annual services after the work has been satisfactorily completed in accordance with Attachment A.

B. The Vendor shall submit monthly invoices for services performed in a previous calendar month in a format acceptable to the City. The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor and the City understand and expressly agree that the Vendor is an independent contractor in the performance of each and every part of this Agreement. The Vendor expressly represents, warrants and agrees that the Vendor'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 Vendor, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Vendor shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

B. The Vendor 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 Vendor shall pay the same before it becomes due.

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

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

E. This Agreement is subject to prevailing wage requirements (reference RCW 39.12 and WAC 296-127). Wages to be paid workers, laborers or mechanics, in accordance with this Agreement shall not be less than the prevailing rate of wage in the same trade or occupation within Kitsap County. The Vendor agrees to comply with all provisions of RCW 39.12 and WAC 296-127. The Department of Labor and Industries will publish prevailing wage rates on the first business day of February and August of each year. The wage rates will become effective thirty (30) days following publication. The prevailing wage rates, which are in effect on the bid due date and time, are the wage rates that must be paid for the duration of the Agreement. Before the first payment can be made under this Agreement, the Vendor must file an Intent to Pay Prevailing Wages with Labor & Industries and a copy of the Intent must be sent to and received by the City.

5. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Vendor 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 Vendor 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 on February 1, 2014 and shall continue in full force and effect until January 31, 2017, unless sooner terminated by either party as provided below.

B. The Vendor may submit an annual contract price adjustment proposal to compensate for changes in prevailing wage rates and cost of living increases. The proposal shall be submitted to the City 90 days prior to the end of the calendar year. The City reserves the right to approve, make a counter-proposal, or reject the proposal.

C. 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 Vendor pursuant to this Agreement shall be submitted to the City, and the Vendor 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 Vendor 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 Vendor, 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 Vendor under this Agreement.

B. In the event that the Vendor and the City are both negligent, then the Vendor'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 Vendor, its officers, employees and agents.

C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the Vendor 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 Vendor. 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 Vendor'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

Vendor 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 Vendor 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 Vendor 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 Vendor: Open Works, Inc.
 1750 112th Avenue NE, Suite D-050
 Bellevue, WA 98004
 Attention: Dan Brusseau, Regional Account Executive

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 December ____, 2013.

OPEN WORKS, INC.

CITY OF BAINBRIDGE ISLAND

By_____

By_____

Douglas Schulze, City Manager

Name_____

Title_____

Tax I.D. #_____

City Bus. Lic. #_____

ATTACHMENT A

SCOPE OF SERVICES

GENERAL

Upon award, the Vendor shall assign a supervisor to oversee all work. The Vendor shall coordinate day-to-day activities with the City's designated contact on an ongoing basis. The Vendor's supervisor and City's designated contact shall hold regularly scheduled meetings to coordinate work and supplies. The first week of every month the Vendor's supervisor will meet with the City's designated contact to draft the monthly janitorial report. The report will be performance-based with proposed areas of improvement and include on-site observations, interviews, and a review of customer complaints.

SUPPLIES

The Vendor shall be responsible for delivering supplies from the supply storage area at the Operations and Maintenance shop to the facilities described in this scope of work and maintaining an accountability record of supplies used as required by the City.

SITE SECURITY

While on City's premises, the Vendor, its agents, employees, or subcontractors shall comply in all respects with physical, fire, or other security regulations. Failure to comply with any part of facility security or confidentiality is a violation of the contract specifications, terms and conditions and may result in termination of the Agreement. The following shall apply:

General

Vendor employees are not allowed to move and read papers on desks, open desk drawers and cabinets, and use telephones and office equipment at the City's facilities. The Vendor shall not allow children and non-employees on the premises.

Security Plans

Vendor is to adhere to the City's security plans. Before contract work is to be performed, the Vendor must contact the City's designated contact to receive a security briefing and instructions. Be advised that the City may on occasion utilize video surveillance to monitor all activities within the facility. A current list of all Vendor's employees who will work at the City's facilities, including full name, address, and driver's license, is required before access to the facility may be granted. Any personnel changes must be reported to the City immediately.

Identification

All Vendor's employees must have visible company-issued identification which shall be worn at all times while performing services. Background checks or clearances may also be required.

The Vendor is responsible for the security of each facility during the performance of all services and shall ensure facility entryways remain secure. All doors are to be secured upon Vendor's departure from the facility.

Keys

Keys and access codes to City property issued to the Vendor must not be reproduced or given to another person. The Vendor will be responsible for obtaining any keys provided to employees who terminate employment with Vendor and returning them to the City. Keys or access codes shall be safeguarded and accounted for. The Vendor shall be held financially responsible for any damage and loss due to misappropriation, loss of keys, and compromise of access codes. In those cases, the Vendor may also be responsible for, but not limited to, all costs incurred, including re-keying of all locks, re-configuring electronic access systems, and reissuing new keys.

False Security Alarms

The City's designated contact will brief the Vendor on operation of the alarm system (police and/or fire), to stop false alarms from occurring. If an employee of the Vendor, by his/her actions or omissions causes a false alarm to occur, which results in a charge for the false alarm, the Vendor shall be liable for those charges, and the City will generate an invoice to the Vendor for those charges. The City reserves the right to hold payment for services until the Vendor pays the false alarm charge.

HAZARDOUS MATERIALS

Right-to-know legislation requires the Department of Labor and Industries to establish a program to make employers and employees more aware of hazardous substances in their work environment. The Vendor must include a complete material safety data sheet (MSDS) for each hazardous material and the location each material is stored. Additionally, each container of hazardous materials must be appropriately labeled with:

1. The identity of the hazardous material,
2. Appropriate hazard warnings, and
3. Name and address of the chemical manufacturer, importer, or other responsible party.

The Vendor is responsible for the appropriate disposal of all waste products generated by the Vendor per all applicable Federal, State and local regulations.

Notification to the City's designated contact must be submitted in writing at least one week in advance by the Vendor when non-standard janitorial services are being conducted such as carpet cleaning, window washing, etc. prior to use of chemicals that may irritate chemically sensitive employees. This notification is to ensure facility employees are aware of changes in their environment.

SAFETY TRAINING

Vendor shall be responsible for all necessary safety training in compliance with local, state and federal regulations, including, but not limited to, the Occupational Safety and Health Administration rules and regulations.

SCHEDULING

The schedule below may be adjusted by mutual agreement of both parties. For example, an annual cleaning scheduled in April may be changed to May if both parties agree in writing at least one month prior to the scheduled service. The Vendor shall schedule annual work at least

two weeks in advance of the planned start date. The schedule shall be in writing and sent to the City's designated contact.

In the event the City deems it necessary to add, subtract or change a service frequency, the Vendor and the City will negotiate the terms of said change.

REPORT OF WORK COMPLETED

Vendor shall submit a report of work completed to the City on a regular basis and in a form mutually agreed upon by both parties. A separate form shall be submitted for each site.

Site #1: City Hall, 280 Madison Avenue

WEEKLY SCHEDULE									
CITY HALL				FREQUENCY REQUIRED FOR THIS WORK					
Item	PERFORMANCE REQUIREMENTS	Standard	Sq. feet or # of Items	M	T	W	Th	F	S
1.	Dust mop and wet mop all uncarpeted areas								
	Reception, entrance, lobby areas	3x week	1544 FT ²	X		X		X	
	Mechanical Room and Janitor Room	1x week	640 FT ²	X					
2.	Vacuum all carpeted areas								
	Reception, entrance, lobby areas	5x week*	150 FT ²	X	X	X	X	X	
	General office areas	3x week	11753 FT ²	X		X		X	
	Lunchroom/coffee room areas	3x week	640 FT ²	X		X		X	
	Stairway/hall area	3x week	1928 FT ²	X		X		X	
	Other	3x week	1944 FT ²	X		X		X	
3.	Clean elevator								
	Vacuum sliding door tracks & floor	1x week	1/64 FT ²	X					
	Clean elevator doors & control panel with non-scratching cleaner	1x week	3	X					
4.	Empty all waste receptacles & deposit in outside container	3x week	87	X		X		X	
5.	Restroom and sink cleaning		6/1032	X		X		X	
	Clean and disinfect all toilet bowls and urinals	5x week*	13	X	X	X	X	X	
	Clean and disinfect all City Hall wash basins and attached fixtures	5x week*	15	X	X	X	X	X	
	Clean all mirrors	5x week*	7	X	X	X	X	X	
	Sweep, damp mop and disinfect all restroom floors	5x week*	1032	X	X	X	X	X	
	Fill all toilet paper and towel receptacles, soap dispensers	5x week*	11/11/13	X	X	X	X	X	
	Clean outside Restroom	5x week*		X	X	X	X	X	
	Clean employee shower stalls and locker room.	1x week		X					
	Wash and disinfect toilet partition walls on 1 st floor bathrooms	2x week			X		X		
6.	Clean drinking fountains	1x week	4	X					
7.	Clean lunch room countertops & tabletops	3x week	8	X		X		X	
8.	Sweep all outside entrances, stairs & walkways	1x week	3	X					
9.	Pickup litter and debris within a 10 foot radius of building.	1x week	9	X					
10.	Art –Wood counter tops , Epoxy finish can accommodate any normal cleaner. Art-Concrete counter and tile (engineering counter, clean with non abrasive cleaning agent)	1x week						X	
Total Annual Price for Weekly Services		\$15,670							

*Site #1, Item 2 & 5 varies by season. October through April Site #1, Items 2 & 5 will be cleaned 3 times per week (M, W, F). May through September Site #1, Items 2 & 5 will be cleaned 5 times per week (M, T, W, Th, F). This does not include wash and disinfect toilet partition walls on 1st floor bathrooms which will be done two times a week throughout the year.

Site #1: City Hall, 280 Madison Avenue

ANNUAL SCHEDULE																	
	CITY HALL			Frequency Required for this Work													
Item	PERFORMANCE REQUIREMENTS	Standard	Sq. feet or # of Items	F	M	A	M	J	J	A	S	O	N	D	J	Annual Price	
11.	Strip, seal, and wax all tiled floors																
	Reception, entrance, lobby areas (Special Wax for Art Concrete Floor-low sheen over sealer, use mild floor cleaner (see City contact for details))	2x year	1544 FT ²			X						X				386	
	Restroom Areas	6x year	1032 FT ²	X	X	X	X	X	X	X	X	X	X	X	X	2,183	
12.	Computer room and vault must be cleaned with staff on site. Dust mop and wet mop	4x year				X			X			X			X	120	
13.	Dust all high ledges, including picture frames, light fixtures, air ducts and windowsills	2x year	79			X						X				79	
14.	Dust both horizontal & vertical venetian blinds	1x year	95			X										86	
15.	Wash all light fixtures and ceiling vents	1x year	131			X										170	
16.	Wash and disinfect toilet partition walls	1x year	8			X			X			X			X	25	
17.	Wash and disinfect restroom walls and baseboards/trim	1x year	6/1032 FT ²			X										25	
18.	Clean and wipe down wooden benches around the building perimeter outside City Hall	2x year	5			X						X				100	
19.	Wash interior sides of windows	1x year	97/plus			X										243	
20.	Wash exterior sides of windows	1x year	97/plus			X										291	
21.	Clean and disinfect all waste receptacles	1x year	6			X										50	
22.	Vacuum/clean cloth/vinyl partitions	1x year	9			X										150	
23.	Carpet cleaning (entire carpet of building)	1x year	15515 FT ²			X						X				2,803	
	Carpet cleaning in hallway entrance 1 st floor																
24.	Art metal gate/handrails – Dry dust and clean aluminum with greaseless solvent, polish brass/bronze with brasso.	1x year	1			X										25	
25.	City Hall Event Cleaning-No more than five (5) days a year the City will give the vendor no less than five days’ notice of an event. The Vendor is responsible for the on-call janitorial services following an event.	Five (5) On-Call Events per year.	5													Hourly Rate: \$22.50	
	Total Annual Services Price	\$7,097															

Site #2: Police Department, 625 Winslow Way East

WEEKLY SCHEDULE									
POLICE DEPARTMENT			FREQUENCY REQUIRED FOR THIS WORK						
Item	PERFORMANCE REQUIREMENTS	Standard	Sq. feet or # of Items	M	T	W	T	F	Annual Price
1.	Dust mop and wet mop all uncarpeted areas								
	Reception, entrance, lobby areas	3x week	166 FT ²	X		X		X	
	General office areas	3x week	751 FT ²	X		X		X	
	Lunchroom/coffee room areas	3x week	255 FT ²	X		X		X	
	Stairway/hall area	3x week	201 FT ²	X		X		X	
	Other	1x week	681 FT ²	X					
2.	Vacuum all carpeted areas								
	General office areas	3x week	1544 FT ²	X		X		X	
	Basement	3x week	909 FT ²	X		X		X	
3.	Empty all waste Receptacles & Deposit in outside container	3x week	20	X		X		X	
4.	Restroom Cleaning		2/84 FT ²						
	Clean and disinfect all areas around and within toilet bowls and urinals	3x week	2	X		X		X	
	Clean and disinfect wash basins and attached fixtures/Clean under towel and soap dispenser/ wipe down baseboard trim	3x week	4	X		X		X	
	Clean all mirrors	3x week	2	X		X		X	
	Sweep, damp mop and disinfect all restroom floors	3x week	84 FT ²	X		X		X	
	Fill all toilet paper and towel receptacles, soap dispensers	3x week	2/2/2	X		X		X	
5.	Clean lunch room countertops, tabletops & sinks	3x week	8	X		X		X	
6.	Sweep all outside entrances, stairs & walkways	1x week	3	X					
7.	Pickup litter and debris within a 10 foot radius of building and empty outside waste containers including smoker bins and smoker areas	1x week	5	X					
	Total Annual Price for Weekly Services	\$5,982							

ANNUAL SCHEDULE																
POLICE DEPARTMENT			FREQUENCY REQUIRED FOR THIS WORK													
Item	PERFORMANCE REQUIREMENTS	Standard	Sq. feet or # of Items	F	M	A	M	J	J	A	S	O	N	D	J	Annual Price
8.	Strip, seal, and wax all tiled floors															
	Reception, entrance, lobby areas	1x year	166 FT ²			X										75
	Lunchroom/coffee room areas	1x year	255 FT ²			X										136
	Restroom Areas	1x year	84 FT ²			X										75
9.	Dust all high ledges, including picture frames, light fixtures, air ducts and windowsills	1x year	2			X										25
10.	Vacuum cloth covered chairs & couches	1x year	22			X										25
11.	Dust both horizontal & vertical Venetian blinds	1x year	27			X										25
12.	Wash all light fixtures and ceiling vents	1x year	9			X										25
13.	Wash and disinfect restroom walls	2x year	2/84 FT ²			X						X				150
14.	Wash interior sides of windows	1x year	32			X										80
15.	Wash exterior sides of windows	1x year	32			X										80
16.	Clean and disinfect all waste receptacles	1x year	20			X										25
17.	Carpet cleaning (entire carpet of building)	1x year	1815 FT ²			X										618
	Carpet Cleaning of hallways and squad room.	1x year										X				

ANNUAL SCHEDULE																	
	POLICE DEPARTMENT			FREQUENCY REQUIRED FOR THIS WORK													
Item	PERFORMANCE REQUIREMENTS	Standard	Sq. feet or # of Items	F	M	A	M	J	J	A	S	O	N	D	J	Annual Price	
	Total Annual Services Price	\$1,339															

Site #3: Municipal Court 10255 NE Valley road

WEEKLY SCHEDULE									
MUNICIPAL COURT				FREQUENCY REQUIRED FOR THIS WORK					
Item	PERFORMANCE REQUIREMENTS	Standard	Sq. feet or # of Items	M	T	W	T	F	Annual Price
1.	Vacuum all carpeted areas								
	Reception, entrance, lobby areas	2x week	215 FT ²	X		X			
	General office areas	2x week	1797 FT ²	X		X			
	Lunchroom/coffee room areas	2x week	152 FT ²	X		X			
	Supply/mailroom area	2x week	66 FT ²	X		X			
	Stairway/hall area	2x week	66 FT ²	X		X			
	Rubber and carpeted mats	2x week	2	X		X			
2.	Empty all waste receptacles & deposit in outside container	2x week	10	X		X			
3.	Restroom cleaning								
	Clean and disinfect all toilet bowls and urinals	2x week	2	X		X			
	Clean and disinfect wash basins and attached fixtures	2x week	2	X		X			
	Clean all mirrors	2x week	2	X		X			
	Sweep, damp mop and disinfect all restroom floors	2x week	132 FT ²	X		X			
	Fill all toilet paper and towel receptacles, soap dispensers	2x week	2/2/2	X		X			
4.	Clean lunch room countertops & tabletops	2x week	1	X		X			
5.	Sweep all outside entrances, stairs & walkways	1x week	1	X					
6.	Pickup litter and debris within a 10 foot radius of building and empty outside waste containers, including smoker bins	1x week	2	X					
	Total Annual Price for Weekly Services	\$3,640							

ANNUAL SCHEDULE																	
	MUNICIPAL COURT			FREQUENCY REQUIRED FOR THIS WORK													
Item	PERFORMANCE REQUIREMENTS	Standard	Sq. feet or # of Items	F	M	A	M	J	J	A	S	O	N	D	J	Annual Price	
7.	Strip, seal, and wax all tiled floors	1x year	2/66 FT ²			X										150	
8.	Dust all high ledges, including but not limited to picture frames, light fixtures and windowsills, door frames, exit signs and ceiling vents	1x year				X										25	
9.	Vacuum cloth covered chairs & couches	1x year	9			X										25	
10.	Wash all light fixtures and ceiling vents	1x year				X										0	
11.	Dust both horizontal & vertical Venetian blinds	1x year	14			X										25	
12.	Wash both horizontal & vertical Venetian blinds	1x year	14			X										25	
13.	Wash and disinfect restroom walls and baseboard	1x year	132 FT ²			X						X				66	
14.	Wash and disinfect inside and outside of waste receptacles	1x year	10			X										25	
15.	Wash interior sides of windows	1x year	12			X										30	
16.	Wash exterior sides of windows	1x year	12			X										30	
17.	Carpet cleaning (entire carpet of building)	1x year	2296 FT ²			X										780	
	Carpet cleaning in hallways and court room.	1x year										X					
	Total Annual Services Price	\$1,181															

Site#4: Operations and Maintenance

WEEKLY SCHEDULE									
OPERATIONS AND MAINTENANCE			FREQUENCY REQUIRED FOR THIS WORK						
Item	PERFORMANCE REQUIREMENTS	Standard	Sq. feet or # of Items	M	T	W	T	F	Annual Price
1.	Dust mop & wet mop all uncarpeted areas								
	Reception, entrance, lobby areas	2x week	102 FT ²	X		X			
	General office areas	2x week	1207 FT ²	X		X			
	Lunchroom/coffee room areas	2x week	891 FT ²	X		X			
	Supply/mailroom area	2x week	884 FT ²	X		X			
	Stairway/hall area	2x week	223 FT ²	X		X			
2.	Vacuum all carpeted areas								
	Runners and Mats	2x week	18	X		X			
3.	Restroom Cleaning								
	Clean and disinfect all toilet bowls and urinals	3x week	6	X		X		X	
	Clean and disinfect wash basins, attached fixtures	3x week	6	X		X		X	
	Clean all mirrors and baseboard trim	3x week	4	X		X		X	
	Sweep, damp mop and disinfect all restroom floors	3x week	4/159 FT ²	X		X		X	
4.	Fill all paper towel, toilet paper and soap dispensers	As needed	12	X		X		X	
5.	Clean & disinfect sink & drinking fountain (Shop)	3x week	4	X		X		X	
6.	Clean lunch room countertops, tabletops & sinks	3x week	6	X		X		X	
7.	Clean Shower	1x week	1	X					
8.	Empty all waste receptacles & deposit in outside container	3x week	8	X		X		X	
	Total Annual Price for Weekly Services	\$3,510							

Site#4: Operations and Maintenance

ANNUAL SCHEDULE																
OPERATIONS AND MAINTENANCE				FREQUENCY REQUIRED FOR THIS WORK												
Item	PERFORMANCE REQUIREMENTS	Standard	Sq. feet or # of Items	F	M	A	M	J	J	A	S	O	N	D	J	Annual Price
9.	Strip, seal, and wax all tiled floors															
	Reception, entrance, lobby areas	1x year	102 FT ²			X										50
	General office areas	1x year	1207 FT ²			X										338
	Lunchroom/coffee room areas	1x year	33 FT ²			X										33
	Restroom Areas	1x year	159 FT ²			X										125
	Supply/mailroom area	1x year	268 FT ²			X										100
	Stairway/hall area	1x year	223 FT ²			X										100
	Sign Shop	1x year	308 FT ²			X										125
	Shop Restroom Area, Shower and Hallway	2x year				X			X			X				250
10.	Dust all high ledges, including but not limited to picture frames, light fixtures and windowsills, door frames, exit signs	1x year	33			X										30
11.	Clean all plastic or vinyl covered furniture	1x year	8			X										25
12.	Dust both horizontal & vertical Venetian blinds	1x year	12			X										25
13.	Dust all ceiling vents	1x year	22			X										25
14.	Wash and disinfect restroom walls, partitions & baseboards	1x year	4/159 FT ²			X										480
15.	Wash interior sides of windows	1x year	59			X										148
16.	Wash exterior sides of windows	1x year	59			X										148
17.	Clean and disinfect inside and outside of all waste receptacles	1x year	8			X										25

ANNUAL SCHEDULE																	
	OPERATIONS AND MAINTENANCE			FREQUENCY REQUIRED FOR THIS WORK													
Item	PERFORMANCE REQUIREMENTS		Standard	Sq. feet or # of Items	F	M	A	M	J	J	A	S	O	N	D	J	Annual Price
	Total Annual Services Price		\$2,027														

Site #5: Waterfront Park Restrooms Shannon Drive

WEEKLY SCHEDULE									
	WATERFRONT PARK RESTROOMS			FREQUENCY REQUIRED FOR THIS WORK					
Item	PERFORMANCE REQUIREMENTS	Standard	Sq. feet or # of Items	M	T	W	T	F	Annual Price
1.	Restroom/Shower Cleaning		132 FT ²						
	Clean and disinfect all restroom/shower fixtures	3-5x week*	4	X	X	X	X	X	
	Clean all mirrors	3-5x week*	4	X	X	X	X	X	
	Sweep, damp mop and disinfect all restroom floors & walls	3-5x week*	4	X	X	X	X	X	
	Fill all toilet paper and towel receptacles, soap dispensers	3-5x week*	3/3/3	X	X	X	X	X	
	Clean and disinfect drinking fountain	3-5x week*	1	X	X	X	X	X	
	Empty all waste receptacles	3-5x week*	4	X	X	X	X	X	
	Total Annual Price for Weekly Services	\$3,938							

*Site #5 usage varies by season. October through March Site #5 will be cleaned 3 times per week (M, W, F). April through September Site #5 will be cleaned 5 times per week (M, T, W, Th, F).

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: Re-appointment and Contract Renewal for Hearing Examiner	Date: December 11, 2013
Agenda Item: Consent Agenda	Bill No.: 11-087
Proposed By: Douglas Schulze, City Manager	Referral(s):

BUDGET INFORMATION

Department: Exec	Fund: Legal/Hearing Examiner	Munis Contract #
Expenditure Req: \$150 per hour	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:

Re-appointment and contract renewal for Stafford Smith, Hearing Examiner.

History:

Following a Request for Proposals in 2011, the City selected Stafford Smith, who has more than 30 years experience as a Hearing Examiner, as the City's Hearing Examiner. In accordance with BIMC 2.14.030.B, the term of the Hearing Examiner is two years. The City Manager recommends the re-appointment of Stafford Smith as Hearing Examiner for an additional two years pursuant to the attached contract. This contract includes an adjustment of the hourly rate from \$125 to \$150 per hour to match the hourly rate that has been paid to the City's pro tem hearing examiners.

RECOMMENDED ACTION

**PROFESSIONAL SERVICES CONTRACT
FOR
CITY OF BAINBRIDGE ISLAND HEARING EXAMINER**

THIS PROFESSIONAL SERVICES CONTRACT (this “Contract”) is entered into the date last below written between the City of Bainbridge Island, Washington, a municipal corporation (the “City”), and Stafford Smith (the “Hearing Examiner”).

1. Scope of Services.

a. Stafford Smith shall serve as the City’s Hearing Examiner in accordance with and under Bainbridge Island Municipal Code (“BIMC”) Section 2.14.030. In that capacity, he shall have the powers and shall perform the duties set forth in BIMC 2.14.030.C, including, but not limited to, conducting hearings on and adjudicating quasi-judicial matters involving land use and regulatory compliance issues, ethical complaints, petitions to remove members of the City’s independent commissions, and other matters which may be designated to the Hearing Examiner by ordinance.

b. The Hearing Examiner shall carry out his duties in accordance with the following:

- i. Hearings and proceedings shall be conducted in accordance with applicable state and local laws and regulations, including the “Rules of Procedure for Proceedings before the Hearing Examiner of City of Bainbridge Island, Washington.”
- ii. Decisions and recommendations shall be issued in a timely manner and in accordance with all applicable time limitations specified in state and local laws and regulations and local procedural rules.
- iii. All open record hearings conducted by the Hearing Examiner shall be held within the City.
- iv. The Hearing Examiner shall disqualify himself when appropriate and in accordance with BIMC 2.14.030.F.
- v. The Hearing Examiner shall provide notice to the City as soon as possible when the Hearing Examiner is unable to hear a particular matter/case so that the matter/case may be assigned in a timely fashion to a Pro Tem Hearing Examiner.

c. The Hearing Examiner shall provide the City Manager and the City Council with an annual written report. In accordance with BIMC 2.14.030.C, this report shall include the following information:

- i. Number of hearings conducted during the year.
- ii. The final outcome of the hearing.
- iii. The time required to issue decisions.
- iv. The costs of each hearing.

c. The Hearing Examiner is an attorney licensed to practice in the State of Washington. During the term of this Contract, he shall maintain his license and active membership in the Washington State Bar Association (“WSBA”) in good standing, including continued membership in the Environmental and Land Use Section and fulfillment of the WSBA’s Continuing Legal Education (CLE) requirements consistent with Section 1(e) of this Contract.

e. The Hearing Examiner shall annually attend and/or receive at least ten (10) hours of training through WSBA accredited continuing legal education programs that specifically address land use and environmental law (i.e., Washington State Growth Management Act, Washington State Shoreline Management Act, and Washington State Environmental Policy Act). The City shall reimburse the Hearing Examiner for one-half (1/2) of the reasonable costs and expenses (excluding payment for time and travel to the continuing legal education program) associated with receiving said ten (10) hours of continuing legal education.

2. Consideration.

a. The Hearing Examiner shall be paid at the rate of One Hundred Fifty Dollars (\$150.00) per hour for actual time spent carrying out the duties required under this Contract (including review of file materials, applicable Bainbridge Island Municipal Code sections, and other relevant sources as necessary to prepare for the hearings, as well as travel time between his office and Bainbridge Island City Hall and, if a site visit is necessary, between his office and the site in question). The Hearing Examiner shall be compensated pursuant to an invoice submitted by the Hearing Examiner to the City after the issuance of the decision rendered by the Hearing Examiner on each appeal. The billing statements shall reflect services rendered in increments of one-tenth of an hour. The billing statements shall state for each date services were performed a brief summary of the services provided, the number of hours, or fractions of hours, spent and expenses and disbursements in detail.

b. Payments shall be made through the City’s ordinary payment process and shall be considered timely if made within thirty (30) calendar days of actual receipt of a properly completed billing. All payments shall be subject to adjustment for any amounts, upon audit, determined to have been improperly billed.

3. City Hearing Room, Facilities and Support for Hearing Examiner.

a. The City shall provide the following facilities, support and materials to the Hearing Examiner:

- i. A hearing room and facilities (including recording and sound systems).
- ii. A hearing clerk or equivalent for each hearing.
- iii. Document copying and distribution services as required by the BIMC and other City ordinances and procedural rules.

- iv. A copy of the all relevant City land use, shoreline management and environmental regulations and associated policies and subsequent amendments.
- b. The City shall pay all cost and expenses associated with providing the above-referenced facilities, support and materials to the Hearing Examiner.

4. **Term of Appointment/Contract.** Consistent with BIMC 2.14.030.B, the term of this Contract and the appointment of the Hearing Examiner is effective upon execution by both parties and shall continue in full force and effect until December 31, 2015; unless sooner terminated by either party in accordance with Section 5 of this Contract.

5. **Termination of Contract.**

a. The City may terminate this Contract and the appointment of the Hearing Examiner for the reasons set forth in BIMC 2.14.030.B. In such event, the City shall provide a written notice of termination to the Hearing Examiner that specifies the reasons for termination and shall be effective the date the termination notice is issued.

b. The Hearing Examiner may terminate this Contract, with or without cause, upon thirty (30) days' written notice of termination to the City.

6. **Case Assignment to Pro Tem Hearing Examiner.** The City shall assign cases to the Hearing Examiner. While it is contemplated that the Hearing Examiner will hear the majority of cases, the Hearing Examiner will assign cases to a Pro Tem Hearing Examiner when the Hearing Examiner gives notice to the City at the earliest date possible that he is unable to hear a particular matter/case, whether due to disqualification pursuant to BIMC 2.14.030.F, scheduling conflicts, or other unavailability. In such situations, the Hearing Examiner shall assign the matter/case to a qualified Pro Tem Hearing Examiner from a list of examiners approved by the City Manager for this purpose and attached hereto as Exhibit A, as modified from time to time by the City Manager. In accordance with BIMC 2.14.030.C.2.j, the Hearing Examiner shall assist the City to identify licensed attorneys qualified by education and experience to serve as Pro Tem Hearing Examiner.

7. **Independent Contractor.** The relationship of the Hearing Examiner to the City is that of an independent contractor rendering professional services. This Contract shall not constitute or create an employer/employee relationship between the City and the Hearing Examiner, and the Hearing Examiner shall not acquire as a result of this Contract, unless specifically stated herein, any "employee benefits" which may now exist or hereafter be established by the City for its employees, either by ordinance, practice, contract and/or otherwise, including but not limited to annual vacation leave, sick leave, health and accident insurance coverage or retirement benefits. The Hearing Examiner shall be responsible for payment of taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, and other deductions from income which may be required by law or assessed against

either party as a result of this Contract. In the event the City is assessed such a tax or assessment as a result of this Contract, the Hearing Examiner shall pay the same before it becomes due.

8. Ownership of Documents. The record developed before the Hearing Examiner, including the Hearing Examiner's decision or recommendation, shall be the property of the City. The Hearing Examiner's work product, consisting of notes, research, and preliminary drafts, shall be the property of the Hearing Examiner.

9. Indemnification, Defense and Hold Harmless.

a. The City shall defend, indemnify and hold harmless the Hearing Examiner from all liability, loss or damage, including costs of defense, that result from claims, demands, actions, damages, costs or judgments which result from the Hearing Examiner's performance of his duties under and pursuant to this Contract and BIMC 2.14.030; provided, however, that the City's defense, indemnity and hold harmless obligation under this section does not apply to claims, demands, actions, damages, costs or judgments arising from the performance by the Hearing Examiner of his duties hereunder in a manner that constitutes willful misconduct, gross negligence and/or bad faith.

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

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

10. Non-Assignment. This Contract is personal to the Hearing Examiner and is not assignable by the Hearing Examiner to any other individual.

11. No Conflict of Interest. The Hearing Examiner covenants that he presently has no interest and shall not acquire an interest, direct or indirect, in any property, which is the subject of a proceeding before the Hearing Examiner, which would conflict in any manner or degree with the performance of his duties hereunder.

12. Severability. If any portion of this Contract is changed per mutual contract or any portion is held invalid, the remainder of the Contract shall remain in full force and effect.

13. Non-Waiver. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Contract 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 contract, covenant or condition of this Contract, 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 contract, covenant, condition or right.

14. Extent of Contract/Modification. This Contract, together with all attachments and addenda, represents the entire and integrated Contract between the parties hereto and

supersedes all prior negotiations, representations or contracts, either written or oral. This Contract may be amended, modified or added to only by written instrument properly signed by both parties hereto.

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

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

17. **Notice.** Notice pursuant to this Contract shall be given in writing to Stafford Smith, P.O. Box 379, Indianola, WA 98342 (if by mail) or 21469 Indianola Road NE, Poulsbo, WA 98370 (if hand-delivered), and to the City Attorney, Executive Department, 280 Madison Avenue North, Bainbridge Island, Washington 98110 at the City, or at such other persons and/or addresses as the Hearing Examiner and the City may designate.

18. **Governing Law.** This Contract 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 Contract shall lie in the Superior Court of Washington for Kitsap County, Washington.

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the last date written below:

HEARING EXAMINER

CITY OF BAINBRIDGE ISLAND

By: _____
Stafford Smith

Date: _____

By: _____
Douglas Schulze, City Manager

Date: _____

EXHIBIT A

LIST OF APPROVED PRO TEM HEARING EXAMINERS

Margaret Klockars
321 36th Avenue East
Seattle, WA 98112

Wick Dufford
620 – 167th Ave. NE
Bellevue, WA 98008

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Ordinance No. 2013-36, 2013 Final Budget Adjustments	Date: December 11, 2013
Agenda Item: Consent Agenda	Bill No.: 13-024
Proposed By: Ellen Schroer, Finance Director	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

Study Session: November 25, 2013	Recommendation:
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒ Yes ☐ No ☐ N/A
Finance ☒ Yes ☐ No ☐ N/A	

DESCRIPTION/SUMMARY

Action Item:

To provide an ordinance to reflect proposed final budget adjustments for 2013 for Council approval.

History:

City staff incorporates budget adjustments as well as other maintenance type activities necessitated by system maintenance throughout the year. Each quarter, staff has provided a set of adjustments for Council approval. This is the final set of adjustments for 2013.

Additional Information:

The attached budget adjustments differ from the first reading due to one additional item:

1. Main Street Tax Credit – as discussed on November 25, the adjustments provide for participation in this program in 2013.

RECOMMENDED ACTION

Motion:

ORDINANCE NO. 2013-36

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

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

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

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

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

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

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

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

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

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

Steven Bonkowski, Mayor

ATTEST / AUTHENTICATE:

Rosalind D. Lassoff, City Clerk

FILED WITH THE CITY CLERK:	November 20, 2013
PASSED BY THE CITY COUNCIL:	_____, 2013
PUBLISHED:	_____, 2013
EFFECTIVE DATE:	_____, 2013
ORDINANCE NO:	2013-36

2013 BUDGET AMENDMENTS

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

SUBJECT	DESCRIPTION	FUND / Department	AMOUNT	Change to Appropriation
Department of Ecology Grant	This item accepts a grant from the Department of Ecology and increases appropriation authority to provide for the legal review of the Shoreline Master Program and a consistency analysis by Berk Consulting.	General Fund / Planning and Community Development	30,000	Increase. Source: General Fund
Mitigation Grant from Squamish Tribe	This item accepts a grant and provides appropriation authority for the Suquamish Tribe mitigation funds to fund equipment needs and training.	General Fund/Police Department	22,360	Increase Source: General Fund
Interfund Loan from General Fund to Capital Construction Fund	This item provides additional appropriation authority to the General Fund to provide for an interfund loan to the Capital Construction Fund. This interfund loan maintains necessary cash flow after expenditures are incurred and before grant revenues are received.	General Fund / General Government	500,000	Increase Source: General Fund
Employee Separation Expenses	This item transfers appropriation authority from the Planning Department to the General Government Department to cover routine expenses associated with employee separation. The transfer is within the same fund, but crosses departments.	From: Development Services Fund / Planning Department To: Development Services Fund / General Government	25,000	Internal transfer
Additional Expenditure from REET Fund	This item provides appropriation authority to allow additional expenditure of Real Estate Excise Tax (REET) funds. The total resources available in 2013 are anticipated to exceed the budgeted amount by \$625,000.	REET Fund / General Government	625,000	Increase. Source: REET Fund
Wardwell Avenue Reconstruction	This item provides 2013 appropriation authority for a project originally planned for 2014.	SSWM Fund / Public Works	60,000	Increase. Source: SSWM Fund. Supported by grant
Yeomalt Conveyance Improvements	This item provides 2013 appropriation authority for a project originally planned for 2014.	SSWM Fund / Public Works	60,000	Increase. Source: SSWM Fund. Supported by grant
Sunrise Drive Culvert Repair	This item provides appropriation authority and additional funding for a slope repair project on Sunrise Drive. During the repairs required by a slide, it was discovered that a culvert was in need of	SSWM Fund / Public Works	22,000	Increase. Source: SSWM Fund
Madison Avenue Water Main	This item provides appropriation authority and funding for unanticipated costs associated with the Madison Avenue Water Main project. The increase is due to a change order required for replacing unsuitable trench backfill materials and unanticipated utility expenses encountered during construction.	Water Fund / Public Works	35,000	Increase Source: Water Fund
Main Street Tax Credit	This item funds Economic Development (BIDA) in exchange for a tax credit to be received in the following year by the water utility. The future tax credit will affect Public Utility Tax and will be equal to 75% of the donation to BIDA.	Water Fund / Executive Department	10,000	Increase Source: Water Fund
Main Street Tax Credit	This item provides a General Fund transfer in an amount equal to the donation made to BIDA by the water utility under the main street tax credit program.	From: General Fund / Finance Department To: Water Fund / Executive Department	10,000	Internal transfer

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Ordinance 2013-35 Amending the Appointment and Compensation of Police Reserve Officers	Date: December 11, 2013
Agenda Item: Ordinances/2 nd Reading	Bill No.: 13-156
Proposed By: Police Chief Matthew Hamner	Referral(s):

BUDGET INFORMATION

Department: Police Department	Fund: General	Munis Contract #
Expenditure Req: none	Budgeted? ☒ Yes ☐ No	Budget Amend. Req? ☐ Yes ☒ No

REFERRALS/REVIEW

Business Meeting: 11/13/13	Recommendation: Forward to 12/11/13 Consent Agenda
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒ Yes ☐ No ☐ N/A Finance ☒ Yes ☐ No ☐ N/A

DESCRIPTION/SUMMARY

Action Item:

The City would like to amend the appointment section to reflect the Council-Manager form of government and clarify the section relating to compensation of police reserve officers while on temporary duty.

History:

The Police Department of the City of Bainbridge Island utilizes reserve officers to supplement the full-time police force in their ordinary duties. Reserve officer duties include, but are not limited to, preserving law and order, discovering the commission of crimes, crime scene investigation, enforcing motor vehicle operation, traffic control, and general policing of large assemblies of people. Reserve officers are required to complete certain mandatory training activities prior to becoming a reserve officer. In addition, reserve officers must maintain minimum participation through volunteer hours within the department in order to retain their reserve officer status. At times the Chief of Police, with the concurrence of the City Manager, may call upon a reserve officer to work a special detail for compensation.

Amendments to the proposed ordinance were made following the first reading on November 13 (highlighted in the attached for reference).

RECOMMENDED ACTION :

I move that the City Council approve Ordinance No. 2013-35, Amending the Appointment and Compensation of Police Reserve Officers.

ORDINANCE NO. 2013-35

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to the police reserve; amending Chapter 2.24 of the Bainbridge Island Municipal Code (BIMC) relating to the appointment and compensation of police reserve officers.

WHEREAS, the City has established a police reserve force to provide additional manpower to assist the regular police force within the City in the protection of life and property; and

WHEREAS, the City would like to amend the appointment section to reflect the Council-Manager form of government and clarify the section relating to compensation of police reserve officers while on temporary duty; and

WHEREAS, reserve officers supplement the activities of the Police Department but are not members of the Department or the City's Civil Service System until and unless certified for appointment as temporary or provisional employees in accordance with Chapter 2.28 BIMC and the rules of the Commission;

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

Section 1. Section 2.24.010 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

2.24.010 Established – Appointment of members – Supervision.

The city creates and establishes a police reserve force to provide and make available additional manpower to assist the regular police force within the city in the protection of life and property. The members of the police reserve force shall be appointed by the chief of police of the city with the concurrence of the city manager ~~mayer~~. The Bainbridge Island police reserve force shall function as a unit under the supervision of the chief of police and/or his designated subordinate

Section 2. Section 2.24.080 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

2.24.080 Compensation while on temporary ~~full-time~~ duty.

In the event it is deemed necessary by the chief of police, with the concurrence of the city manager ~~mayer~~, that one or more officers of the police reserve force be requested to and agree to provide ~~not less than 20 hours per week of~~ police duty,

the chief of police shall designate the officer, prescribe the hours and shifts of work and any special powers that may be necessary because of the increased time involved. Under such circumstances the police reserve officer shall be compensated by the city at the same rate per hour as is then paid beginning ~~patrolmen~~ ~~patrol officers~~ with the city. Such temporary ~~full-time~~ duty shall not be extended beyond three months in any one year. A police reserve officer may only be compensated if they are current with their volunteer hours for the prior month.

Section 3. A new Section 2.24.090 is hereby enacted to read as follows:

2.24.090 Temporary or Provisional Appointment.

Nothing in this chapter shall be interpreted to grant civil service status to reserve officers. The police reserve force is separate and distinct from the Bainbridge Island Police Department. A reserve officer may serve as a member of the Police Department only when certified and appointed as a temporary or provisional appointment in accordance with the provisions of Chapter 2.28 BIMC and the rules of the Civil Service Commission, and only for the limited time period of appointment provided for by such ordinances and rules.

Section 43. This ordinance shall take effect and be in force five (5) days from its passage, approval, and publication as required by law.

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

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

Steven Bonkowski, Mayor

ATTEST/AUTHENTICATE:

Rosalind D. Lassoff, CMC, City Clerk

FILED WITH THE CITY CLERK: November 8, 2013
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NUMBER: 2013-35

CITY OF BAINBRIDGE ISLAND CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Sunrise Drive Slide Repairs Final Change Order	Date: December 11, 2013
Agenda Item: New Business	Bill No.: AB 13-091
Proposed By: Public Works Director Barry Loveless	

BUDGET INFORMATION

	Date	Amount
PW Roads Preservation Program	07/24/13	\$56,872.15
SSWM Fund (Culvert)	BUA 12/11/13	\$21,544.34
Roads Preservation Program (Final Change Order)	Req 12/11/13	\$45,263.05
Budgeted? ☒ Yes ☐ No Totals		\$123,679.54

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 the Sunrise Drive Slide Repairs final change order in the amount of \$45,263.05.

Background:

The Sunrise Drive Slide Repairs project consisted of constructing a geosynthetic retaining wall and placing fill to repair a section of road embankment on Sunrise Drive NE. The original contract amount of \$56,872.15 was awarded to Sealevel Bulkhead Builders at the July 24, 2013 City Council meeting.

The final change order is a result of unforeseen conditions where the existing cross culvert was deteriorated to such a degree that a new cross culvert was installed for safety and project integrity concerns. Extra excavation work and imported fill materials were necessary to install the new cross culvert to city standards.

RECOMMENDED ACTION

Motion:

I move that the City Council approve the final change order in the amount of \$45,263.05 with Sealevel Bulkhead Builders for the Sunrise Drive Slide Repairs project.



Change Order

Sunrise Drive Slide Repair - 2013

City of Bainbridge Island - Public Works Department

280 Madison Ave. N
Bainbridge Island, WA 98110
206.842.2016 Fax. 206.780.3710
pwadmin@ci.bainbridge-isl.wa.us

Change Order No. 2 - Final
DATE December 10, 2013
Vendor ID 5890

CONTRACTOR
Sealevel Bulkhead Builders, Inc.
5819 NE Minder Rd, Ste E, Poulsbo, 98370
PO Box 375
Kingston, WA 98346

Contract No. 21300089
PO / Pymt No. 21300126
PO / Ret No. 21300127

CHANGE ORDER DESCRIPTION: The contract is hereby revised as shown below and on any applicable attached detail, sheet, and sheet notes to this Change Order.

Item No.	Description	Unit	Unit Price	Bid Qty	Actual Quantity	Quantity Diff	CO
2	Roadway Excavation Incl. Haul	CY	\$83.27	200	657	457	\$38,054.39
5	Select Borrow Incl. Haul	CY	\$28.38	250	820	570	\$16,176.60
6	Topsoil Type C	CY	\$73.12	80	0	-80	(\$5,849.60)
7	Plant Selection	LS	\$2,434.46	1	0	-1	(\$2,434.46)
10	Erosion Control Blanket	SY	\$2.93	400	0	-400	(\$1,172.00)
11	Seeding and Fertilizing	ACRE	\$31,798.80	0.1	0.00	0	(\$3,179.88)
WCD3	Erosion Control Mat w/ Hand Seeding	SY	\$9.17	0	400.00	400.00	\$3,668.00

As a result of this Change Order, 20.5 working days are added to the contract duration.

Total C/O: 45,263.05

	Amount	Sales Tax	Total w/ Tax
Original Contract Amount:	56,872.15		56,872.15
Previous Change Orders:	21,544.34		21,544.34
Current Contract Amount:	78,416.49		78,416.49
Net Change This Change Order:	45,263.05		45,263.05
WSST 8.6%	0	0.00	
New Contract Amount:	123,679.54		123,679.54

Contractors

Acceptance:

Contractor _____ Date _____

Prepared By:

Chris Munter, PE, PMP, Project Manager _____ Date _____

Approved By:

Douglas Schulze, City Manager _____ Date _____