



**REGULAR STUDY SESSION
WEDNESDAY, JUNE 5, 2013
LOCATION: BAINBRIDGE ISLAND CITY HALL
280 MADISON AVENUE N., BAINBRIDGE ISLAND, WASHINGTON**

AGENDA

1. CALL TO ORDER / ROLL CALL

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. PRESENTATIONS

7:10 PM

A. Subject: Historic Preservation Commission 3rd Annual Blakely Awards – 10 min.
Discussion Leader: Dave Williams, Chair
Discussion Goal: Information.

B. Subject: Road Ends Committee 2013 Work Plan, AB 13-073 – 30 min.
Discussion Leader: Bitsy Ostenson, Chair
Discussion Goal: Consider approval.

4. STAFF INTENSIVE

7:50 PM

A. Subject: Ordinance No. 2013-12, Revisions to the Fire Code, AB 13-071– 10 min.
Discussion Leader: Planning
Discussion Goal: First reading. Consider scheduling second reading June 26, 2013.

B. Subject: 2013 Road Striping Project – Contract Award, AB 13-074 – 10 min.
Discussion Leader: Public Works
Discussion Goal: Information. Consider scheduling on consent agenda on June 12, 2013.

C. Subject: Rockaway Beach Road Stabilization Project Update – 10 min.
Discussion Leader: Public Works
Discussion Goal: Information.

D. Subject: Ordinance No. 2013-08, Relating to Civil Service Commission Appointments, AB 13-044 – 5 min.
Discussion Leader: Executive
Discussion Goal: First reading. Consider scheduling second reading on June 12, 2013.

E. Subject: National Citizen Survey, AB 13-075 – 10 min.
Discussion Leader: Executive
Discussion Goal: Information.

**** Public comment at study sessions is encouraged. Times listed on this agenda are approximate****



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.

F. Subject: High Performance Organization Training, AB 13-076 – 10 min.

Discussion Leader: Executive

Discussion Goal: Information.

G. Subject: Environmental Technical Advisory Committee 2013 Work Plan, AB 13-077 – 10 min.

Discussion Leader: Executive

Discussion Goal: Provide input.

5. COUNCIL DISCUSSION

8:55 PM

A. Subject: Citizen Committees and Commissions Scopes of Work, AB 13-069 – 10 min.

Discussion Leader: Council

Discussion Goal: Consider approval.

B. Subject: Water Utility Management Interlocal Agreement with Kitsap Public Utility District (KPUD), AB 13-066 – 45 min.

Discussion Leader: Council

Discussion Goal: Consider approval.

6. COMMITTEE REPORTS

9:50 PM

7. REVIEW UPCOMING COUNCIL MEETING AGENDAS

9:55 PM

8. FOR THE GOOD OF THE ORDER

10:00 PM

9. ADJOURNMENT

10:05 PM

**** Public comment at study sessions is encouraged. Times listed on this agenda are approximate****



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

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: 2013 Road Ends Committee Work Plan	Date: June 5, 2013
Agenda Item: Presentation	Bill No.: 13-073
Proposed By: Councilmember Blair, Liaison	Referral(s):

BUDGET INFORMATION

Department: Legislative	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 the 2013 Work Plan from the Road Ends Committee.

History:

Attached for City Council's consideration is the 2013 Work Plan from the Road Ends Committee.

RECOMMENDED ACTION

Motion:

I move that the City Council accept the 2013 Work Plan from the Road Ends Committee.

Bainbridge Island Road Ends Advisory Committee

2013 Work Plan

Bainbridge Island Road End Advisory Committee Members: Bitsy Ostenson, Chair; Jack Christiansen, Don Fisher, Eric Hoyte, Vince Larson, Greg Spils, Roger van Gelder.

Objective

The Road End Committee seeks approval from BI City Council for the Road Ends Committee's 2013 Work Plan below. Upon approval, we request that the City Council direct and authorize the City Manager to assist the committee in following standard procedures for COBI Road End Improvement Projects. This includes design completion, securing permits, identifying and contracting outside resources, and providing city staff support to implement the Work Plan.

Projects Summary

The Road Ends Committee has identified six specific road end projects and three on-going efforts for year 2013, with varying levels of resources depending on physical conditions of each site and the state of previous Road Ends Committee efforts. These proposals can be divided into four categories:

1. Installation of Signs and Benches
 - Ward – Install public signage
 - South Beach – Install a bench and possibly a historical marker
2. Re-establishment of Boundaries & Conceptual Design
 - Pleasant Lane Reitan Rd. (subject to collaboration with BILT and limited cost)
3. Resumption of Project Development Process
 - Fletcher Landing
4. NE North Continued routine Road Ends Committee efforts
 - Assisting City Staff and securing community volunteers; identifying and accomplishing low-impact projects such as hand clearing of invasive vegetation, clearing trails to/on road ends, road end signs maintenance, installation of benches, securing historical plaques, etc.

Community Involvement

The Committee acknowledges that decades of success in restoring public access to their road ends are largely due to each road end's surrounding community support and involvement. Therefore, in addition to the projects above, the committee's 2013 Work Plan includes coordination with City Staff to continue to engage volunteer stewards in road ends maintenance efforts. The committee will collaborate with City Staff to develop a list of road ends in need of low impact improvements such as benches, trail improvements, etc., which community volunteers can complete. The committee will also work with City Staff to extend our web presence to improve our outreach and communication with surrounding communities of the purpose and location of COBI Road Ends and each road end's project status.

Funding for these projects is provided in the Council-approved 2013 Budget.

While the project descriptions below highlight the 2013 tasks, the committee's project work will continue to be completed in accord with the standard procedures for Road End Improvement Projects adopted by the City Council, August 14, 2006. The standard procedures for each project include:

- City Council prioritizes capital facilities planning and approves funding.
- Public notices/notification procedures are completed.
- Surveys are completed as appropriate for the project.
- Conceptual/Preliminary designs are completed.
- Public meeting(s) to present and receive comments on the preliminary design.
- Final design is completed.
- COBI contractor bidding/selection process is completed and contracts are secured.
- Permitting is obtained.
- Construction
- The public is notified upon completion of construction.

Project Descriptions (The numbers do not indicate priority order, as some projects will proceed simultaneously) :

1. Pleasant Lane, Road End #8

- a. Surveys completed January 14, 1997 and December 6, 1999;
- b. Re-establish boundaries. Address the right-of-way encroachment and related legal issues .
 - i. Secure City Council approval/authorization for City Manager/ City Attorney to include further implementation of this road end effort in 2013 work plan. (Note: potential solutions outlined in June 15, 2011 email from former City Attorney Jack Johnson.)
- c. Collaborate with City staff to develop conceptual design options, including potential for using qualified volunteers for selected aspects of the project. If sufficient funds are available within the Council-approved budget, assist City staff with next steps including completion of construction-level design.

2. Ward Street, Road End #21

- a. Installation of informational signage regarding public access to the boat ramp and floats. (Public access is a requirement of the conditional use permit approval for the marina.)
 - i. Estimated cost (production, construction, installation): \$600 – 800.
- b. Collaborate with city staff to explore costs and feasibility of improving public access to the presently-designated public mooring float.

3. South Beach Drive, Road End #24

- a. Install a standard viewing bench (already constructed - similar to one already in place at the Springridge Road End) and usual road ends signage.
- b. Using volunteer labor (BIHS Student Project), remove invasive vegetation, previously cleared one year ago by neighborhood volunteers.
- c. Explore possible historical signage with Bainbridge Island Historical Society
 - i. Allegedly a 1796 landing site of Captain Vancouver.

4. Fletcher Landing, Road End #30

- a. Continue public outreach to neighboring property owners regarding site design and construction planning.
 - i. (Note: on May 3, 2007, an additional community information session with more than 30 attendees was held to review the project design and obtain public input.)
- b. Verify boundaries--professional surveys have previously been obtained by City.
- c. Assist City staff with completion of construction-level design in accord with January 21, 1999 Council approval of project.
- d. Explore and work with City Staff to minimize project costs and stay within the Council-allotted funds for road ends projects.
 - 1. Cost estimate by Road Ends Committee: \$35,000-\$60,000, based on a professional engineer's research and evaluation of present design, a 2008 contractor's estimate, and Committee experience on other projects. The Committee goal is to contain cost at the low end of the estimates range and as close as possible to a previous estimate of \$25,894 for a design similar to the present proposal, obtained by City Staff in May 2008 from a reliable contractor.)
 - 2. Preliminary cost estimate by City Staff: \$75,000 - \$175,000, depending upon final design.
 - 3. Evaluate cost savings potential of using qualified community volunteers for selected aspects of the project, such as site enhancement by planting of native flora.
- e. Comply with COBI contractor bidding/selection process to secure contracts within Road Ends allotted funds.
- f. Secure appropriate Permits-Shoreline/HPA
 - 1. (Permit application was prepared February 2007, but not processed. Shoreline permit exemptions may apply if project qualifies as shoreline restoration; exemption could reduce cost by estimated \$10,000.)
- g. Proceed with outside contractor and City Staff to complete the project.

5. Reitan Road, Road End #52
 - a. Survey complete; re-establish boundaries.
 - b. Collaborate with City staff and Bainbridge Island Land Trust to develop conceptual design options, including potential for using qualified volunteers for selected aspects of the project. If funds are available, assist City staff with completion of design and begin process towards implementation.
 - c. Estimated cost: to be determined by design choices, (presently guessed at less than \$5,000)
6. NE North Street, Road End #56
 - a. Survey complete; re-establish boundaries.
 - b. Collaborate with City staff to develop and select conceptual design options, including potential for using qualified volunteers for selected aspects of the project. If funds become available, assist City staff with next steps including completion of construction-level design and implementation.
 - c. Estimated cost: To be determined.
7. Low Impact Improvements
 - a. Develop a list of road ends with potential to use community volunteers (e.g. Boy Scouts, Bainbridge High students, etc.) for low impact improvements such as benches, trail improvements, bike racks, etc., and work with City staff to oversee identified improvements.
8. Web-based Outreach
 - a. Collaborate and support staff development of web-based Road Ends Update for community.
9. Volunteer Stewards
 - a. Collaborate with staff to coordinate neighborhood/community volunteer stewards in support/augmentation of COBI Annual Maintenance Program for Road Ends.

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Water System Operation and Management ILA	Date: June 5, 2013
Agenda Item: Council Discussion	Bill No.: 13-066
Proposed By: Doug Schulze, City Manager	Referral(s):

BUDGET INFORMATION

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

DESCRIPTION/SUMMARY

During the May 15, 2013 City Council meeting, members of the City Council requested modifications to the draft Interlocal Agreement for water system operation and management. In addition, several requests for additional information were provided. The most current version of the ILA is attached. Modifications address the following concerns expressed by Council at the May 15 meeting:

- Language added requiring development of performance standards. The Department of Health rules and regulations provide a substantial basis for water quality standards, which should be incorporated into the ILA. In addition, the City of Bainbridge Island and Kitsap PUD both have current performance standards. If the ILA is approved, a set of agreed upon standards would be developed using the existing standards and best practices;
- Length of contract was expressed as a concern, but no specific information was provided. As such, the previous language has not been changed;
- Termination for convenience language was added to the ILA, which provides an option for either party to terminate the contract by providing a notice of at least six months. This is standard language found in many contracts.

The base annual cost for the ILA is \$576,168 for the water system operation and management only. An additional charge of \$25,020 will be incurred for sewer utility billing services. Additional fees will be charged for utilities, taxes, insurance, service installations, capital project management, etc. The additional fees are projected to be at least \$281,500. Under current policy, allocation of costs to the water utility, sewer utility and stormwater utility will generate an estimated \$250,000 in costs to the water utility. It is important to recognize that until the cost allocation policies are amended, the City must continue allocating costs under existing policies. In addition, cost allocations must be the same for each fund. For example, the cost allocation methodology for the water utility fund cannot be different than the methodology for the sewer utility fund or stormwater utility fund.

Unfortunately, the decision-making process related to the outsourcing of the water system operation and management has followed an unusual path. Typically, a decision of this magnitude will involve Comprehensive and Strategic Plan considerations. Outsourcing the operation and management of the City's water systems is inconsistent with current Comprehensive Plan policies and adopted City Council policies (Res. No. 93-03).

During the past seven months, the City Council has not collectively discussed or agreed upon a common objective or set of objectives to be achieved by outsourcing the water system O & M. Some of the reasons stated by individual members of the City Council include: cost savings, focus on fewer core services and regional water resource management. In addition, members of the community have expressed concerns about accountability, rates and past performance of the City.

Cost Savings

Under the proposed Interlocal Agreement, it is not reasonable or responsible to remove City staff involvement in management of the City-owned water systems. The water systems represent a \$15 million asset owned by the City of Bainbridge Island and the rate payers. The following costs are projected under the proposed ILA with Kitsap PUD:

Base Annual Cost.....	\$ 576,168
Utilities.....	73, 440
B & O taxes.....	71,418
Utility taxes.....	81,000
Insurance.....	15,000
Capital Project Management.....	20,000
New Service Installations.....	<u>20,700</u>
TOTAL.....	\$ 857,726

The cost of \$857,726 would result in no cost allocation to the Water Utility, which would require current cost allocation expenses of approximately \$250,000 to either continue to be charged to the Water Utility or to be shifted to other funds. The impact of the \$250,000 cost allocation expenses is an indirect contract cost resulting in a total cost of \$1,107,726.

Core Services Focus

Staff time spent on Water Utility management and administrative activities is spread across several different positions. As a result, time spent by Department Directors and managers ranges from 3 – 5% or around 100 hours annually. Department Directors are typically involved with planning, budgeting, and coordination of services, which is work that will still require management time under the proposed ILA. In addition, the City of Bainbridge Island already provides fewer core services than many cities of similar size because both fire and parks/recreation services are provided by special districts. The City is not over-extended by providing more core services than reasonable or typical.

Regional Management of Water Resources

The sustainability of the current and even future water resource allocation is one of the most significant concerns for our water-based resources in the future. As water becomes more scarce the importance of how it is managed grows vastly. Finding a balance between what is needed by humans and what is needed in the environment is an important step in the sustainability of water resources. Management of water resources is an issue of global significance, but will only be effectively addressed by actions at the local level.

1998 the Washington State Legislature passed the Watershed Planning Act. In doing so, the legislature found that the local development of watershed plans for managing water resources and for protecting existing water rights is vital to both state and local interests. The local development of these plans serves vital local interests by placing it in the hands of people: Who have the greatest knowledge of both the resources and the aspirations of those who live and work in the watershed; and who have the greatest stake in the proper, long-term management of the water resources. Bainbridge Island is within WRIA 15 and should actively participate in WRIA activities. This is not a responsibility that should be delegated to another agency.

There are numerous models of successful partnerships involved in regional water resource management. These partnerships involve cities/towns, counties, special districts and tribes. An example of a successful regional planning partnership is the Cascade Water Alliance consisting of five cities and three water/sewer districts to provide cost effective, environmentally responsible, and reliable water supply.

Local water resource management activities include:

- Sewage treatment
- Wetland restoration
- Improved data related to water
- Stormwater management
- Managing urban & industrial demand
- Erosion, flooding & contamination

Ongoing Staff Support

Although an effort was made to reduce the amount of City staff support to a minimum, it is not possible to eliminate City staff involvement in management and administration of the Water Utility is listed in the attachments.

Collective Bargaining

Under collective bargaining law, the City cannot decide to contract out until it bargains over that subject to impasse or agreement with the International Association of Machinists (IAM). What the Council can do now is decide whether it wants to direct the City Manager to bargain with IAM over the decision to contract out, prior to making a final decision.

Opportunities for Savings

There are opportunities for savings that can be achieved through cooperating and collaborating with Kitsap PUD. The most likely opportunity is in the area of capital project engineering design, which is currently contracted out to private sector engineering firms. The City could also contract with KPUD for assistance with completion of the Water System Plan.

RECOMMENDED ACTION

Do not approve the Interlocal Agreement with Kitsap PUD for operation and management of the City of Bainbridge Island water systems.

Water Utility tasks and responsibilities – Finance and Administrative Services Department

The following list represents work done by the Finance and Administrative Services Department that is currently paid for by the Water Fund. The columns to the right indicate which entity would perform these tasks under the proposed ILA between the City and KPUD.

Functional Area	City	KPUD
Customer Service and Contact		
Customer set up, account maintenance		X
Receive and enter billing information into billing module		X
Check bills for accuracy		X
Send billing file to third-party vendor to print and mail out		X
Respond to customer inquiries (phone, email, in person)	X	X
Cashiering (front desk cash/check/credit card; mail)		X
Respond to real estate inquiries for billing		X
Run shut off process for delinquent accounts		X
Schedule leak checks		X
Schedule seasonal shut offs at customer request		?
Handle reduced rate applications		?
Functional Area	City	KPUD
Budget		
Expenditure forecasting	X	
Revenue forecasting	X	
Rate development (either staff or manage consultant)	X	
Update cost allocation distribution data	X	
CIP development	X	X
CIP process with Planning Commission	X	
Prepare budget and CIP	X	
Budget process with Council and community	X	
Quarterly budget monitoring (operating and capital)	X	
Quarterly budget adjustments (operating and capital)	X	
Support UAC oversight process	X	
Fire flow	X	
Functional Area	City	KPUD
Accounting		
Accounts payable/invoice processing	X	
Payroll processing	X	
Payment of applicable taxes	X	
Ongoing accounting in compliance with regulations	X	
Financial statement preparation and filing	X	
State audit process participation	X	
Fund management	X	
Long-term debt issuance	X	
Long-term debt payment (none currently outstanding)	X	
Functional Area	City	KPUD
General		
Arrange for insurance as part of citywide policy	X	
Public records request response	X	X
Records management in compliance with state law	X	X

Water Utility tasks and responsibilities

The following list represents work done by City staff that is currently paid for by the Water Fund. The columns to the right indicate which entity would perform these tasks under the proposed ILA between the City and KPUD.

Functional Area	City	KPUD
Water System Plan/Updates		
Planning	X	
Finance	X	
O & M	X	X
Engineering	X	X
Council Approval	X	
DOH Approval	X	

Functional Area	City	KPUD
Project Identification		
Preventive Maintenance	X	X
Repairs/Emergencies	X	X
System upgrade or expansion	X	X
LID's	X	X

Functional Area	City	KPUD
Project evaluation/programming		
Prioritization	X	
Opportunities for coordination (sewer, roads, PSE, NMTAC, etc.)	X	
Preliminary cost estimates	X	X
UAC discussions	X	
Planning Commission discussions	X	

Functional Area	City	KPUD
Capital Facilities Plan		
Project description/scope	X	X
Cost estimates	X	X
Funding source(s) (ULID's, Grants, and PWTF applications & mgmt)	X	X
Easements, rights-of-way, etc.	X	
Design options	X	X
Planning Commission Public Hearings	X	X
City Council meetings	X	X

Functional Area	City	KPUD
Budgeting		
Design costs	X	X
Construction costs	X	X
Budget meetings (UAC, City Council)	X	
Public Hearings	X	
Budget document preparation	X	
Accounting system data entry	X	

Functional Area	City	KPUD
Design		
Project Management	X	
System information	X	
Coordination (sewer, electric, telephone, cable, roads)	X	X
Public outreach and involvement	X	
Procurement of consultants	X	
PSA management (Budget, scope, schedule)	X	
Oversight of surveying/Surveying	X	
Oversight of engineering design development/design	X	
Review and approval of design documents	X	
Permitting (City, State, Fed)	X	
Public Review Process	X	
Easements	X	
Pollution and erosion control	X	X
Traffic Control	X	X

Functional Area	City	KPUD
Bidding and Contract		
Determine bid requirements (staff, small works, public works contract)	X	X
Assembly of Contract and Division 1 Specifications	X	
Legal review	X	
Advertisement	X	X
Addendums	X	X
Bid opening	X	
Bid review	X	X
City Engineer recommendation to award	X	
City Manager or Council authorization to award	X	
Notice of award & contracting	X	
Contract review	X	
Legal review	X	
City Manager execution of contract	X	

Functional Area	City	KPUD
Construction Administration		
Public Noticing & Outreach	X	
Coordination with other agencies (fire, police, transit, school, utilities)	X	
Construction progress reports	X	X
Contract management	X	
Change orders	X	X
Dispute resolution	X	
Statement of working days & completion notices	X	X
Meetings (preconstruction, weekly progress)	X	X
Request for information	X	X
Review and approval of submittals	X	X
Field note records and approval of work	X	X
Construction surveying and limits of construction	X	
Pollution and erosion control	X	X
Traffic control	X	X
Commissioning/Decontamination	X	X

Functional Area	City	KPUD
Close Out		
System as-builts (Engineering, survey review, GIS input & storage)	X	X
Update GIS	X	X
Bonds/Bond Database tracking	X	
Retainage (State L & I, Dept of Revenue coordination)	X	
Contract close-out	X	X
Records	X	

Functional Area	City	KPUD
Private Development		
Design Review/Approvals	X	
Permitting	X	
Utility Extension Agreements	X	
Latecomer Agreements	X	
Inspections	X	
ULID's	X	
Maintenance Bonds/Tracking	X	
Legal Reviews	X	

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is effective this _____ day of _____, 20____ by and between Kitsap Public Utility District ("KPUD") a municipal water district organized pursuant to RCW Title 54 and the City of Bainbridge Island ("COBI"), a municipal corporation organized under the laws of the State of Washington.

RECITALS

COBI owns, operates, and maintains a municipal water supply system consisting of wells, storage tanks, transmission and distribution systems. COBI and KPUD wish to enter into an agreement whereby KPUD will provide ongoing administration, operation, maintenance, and repair of COBI's system for the term of this agreement and for the consideration hereinafter stated.

The parties have the power to contract with each other in the performance of these services pursuant to RCW Chapter 39.34.180.

NOW, THEREFORE, in consideration for the mutual covenants and promises set forth in this Agreement, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, COBI and KPUD do hereby agree to the following:

1. Purpose. The purpose of this Agreement is to provide water utility operation and management services to COBI for the Winslow/Fletcher Bay, Public Works and Rockaway Beach Water Systems.
2. Administration. The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

Kitsap Public Utility District's representative shall be Bob Hunter, Assistant General Manager.

The City of Bainbridge Island representative shall be Doug Schulze, City Manager.

No joint acquisition of real or personal property is contemplated hereunder.

3. Services to be Provided.
 - A. **Supply**. KPUD will manage COBI's system to provide water from any combination of COBI's wells. Water quality shall be provided to Safe Drinking Water Act (SDWA) standards.

B. Management of Regulatory Matters.

1. Water Quality Testing. KPUD will provide water quality sampling, testing, monitoring, and reporting according to SDWA and the Washington Department of Health (DOH) statutes, rules and regulations for municipal entities of COBI's size.
2. KPUD will provide all regulatory interface with Washington Department of Ecology, Department of Health and other regulatory agencies with regard to the water system on behalf of COBI.
3. KPUD will develop a wellhead protection program in partnership with COBI.

C. Backflow/Cross Connection Control Program. KPUD will continue the backflow/cross-connection control program established by COBI. PUD staff will provide survey, notification, testing, and enforcement of backflow prevention devices.

D. Mapping. COBI will provide all available maps, drawings, as-builts, AUTOCADS and other information to enable KPUD to develop a mapping system compatible with KPUD's information system. In the ordinary course and schedule of KPUD business, KPUD will upgrade City mapping periodically.

E. Billing. KPUD will assume all billing and collection functions, including management of any existing agreements COBI may have for meter reading and other billing and collection services.

1. KPUD will include COBI sewer billings as part of a combined bill with the Water billing.
2. COBI may include inserts to citizens to be included in customer bills so long as it does not increase postage cost for a typical bill. If so, COBI must pay the additional postage or send it separately.
3. KPUD will submit all revenues collected from COBI water and sewer customers to COBI, with billing and collection reports, on a bi-monthly basis.

F. B and O Tax, Sales Tax, and Utility Taxes. KPUD will assume all responsibility for reporting and paying B & O taxes, sales taxes and utility taxes levied against water and sewer revenues collected by KPUD on behalf of COBI.

G. Utility Charges. KPUD will assume all responsibility for payment of utility bills (electricity, telephone) related to COBI water utility facilities.

H. Public Relations and Media. KPUD will provide public relations and media services related to water, including school outreach programs.

I. Council/City Staff Meetings.

1. KPUD representatives familiar with COBI's system and familiar with current issues of interest to COBI will attend Council meetings as requested by COBI, but not less often than quarterly.
2. KPUD's General Manager or his/her designee will meet with the COBI City Manager or his/her designee bi-monthly to review water service issues.
3. KPUD will provide such written reports as requested by COBI for inclusion in Council packets or for other City departments.

J. Off Hours/Callouts/Emergencies. KPUD will designate employees for off hours/callouts. KPUD will keep records of calls and include statistics in an annual report to COBI. KPUD shall be responsible for providing all personnel necessary for emergency events.

K. Water Management Plan/Conservation.

1. In conjunction with City staff, KPUD will oversee the implementation and updating of the City's Water System Plan and Water Use Efficiency Plan with the Department of Ecology and Washington Department of Health.
2. KPUD will perform water audits and leak detection, as necessary.

L. System Operation and Maintenance. KPUD will operate and maintain COBI's system, which consists of wells, reservoirs, piping, booster stations, services and meters.

1. KPUD will install services and meters for new developments and repairs as needed in accordance with COBI's standards. PUD shall charge fees as set by COBI with input from the PUD for these new services.
2. KPUD will provide recommendations for amendments to COBI's standards for construction, as identified.
3. KPUD will develop maintenance schedules consistent with prudent water utility practices.
4. KPUD will be responsible for service requests and account inquiries.

M. Repairs.

1. KPUD will be responsible for the cost of all repairs less than \$3,500 per incident .

2. COBI will be responsible for the cost of all repairs exceeding \$3,500 per incident. If a repair estimate exceeds \$3,500, KPUD will provide COBI with a detailed estimate and obtain COBI authorization prior to proceeding with any repair work, except in the event of an emergency when a repair is required to protect life or property.

N. **Water Resource Management.** KPUD will be responsible for management of water resources, including coordination with COBI Planning and Community Development, Engineering, Bainbridge Island City Council and citizen advisory bodies.

Capital Improvement. COBI will be responsible to budget and appropriate money for capital improvements. Capital improvement is defined as a non-recurring expenditure or any expenditure for physical improvements, including costs for: construction of new facilities such as water mains and reservoirs , including additions and major alterations; acquisition of fixed equipment; change, alteration, rearrangement, replacement or addition to existing facilities such as meters and pump stations. It is also new construction, acquisition or improvements to sites, buildings, or service systems.

1. Capital improvements shall be made according to COBI's Capital Improvement Plan and timing reasonably designated by COBI.
2. KPUD will manage the Capital Improvement Program for the Water Utility, which will include providing recommendations to COBI for annual CIP updates and coordination of water utility projects with COBI.
3. All Capital Improvements shall be constructed according to COBI standards. All Capital Improvement projects shall be designed, constructed and managed in accordance with laws and ordinances applicable to COBI, including but not limited to, bidding and procurement laws and laws requiring the payment of prevailing wages.
4. KPUD will manage the City's current water-related Capital Projects for an additional management fee of 4.5% of the project cost or as negotiated. COBI shall be solely responsible for construction related expenses. COBI reserves the option of retaining others to manage its water related Capital Projects
5. When a City Project involves an incidental water system improvement, the City may elect to include the improvement in its overall non-water project. In this case, the City will obtain KPUD review and coordinate with KPUD in meeting the provisions of this agreement. The associated costs will be borne by the City's Water Utility Fund directly unless other arrangements have been made.

O. **Budget.** According to a schedule developed by COBI, KPUD will provide a draft budget for water services by July 31st of each year. COBI will then use

that budget as the starting point for its budget processes. The scope of services will be adjusted accordingly, depending upon COBI's budget choices.

P. **Telemetry.** KPUD will manage, maintain, and upgrade, as necessary, the existing telemetry system. KPUD will interface with COBI's system. COBI will determine what expenditures to make to achieve that interface. COBI will be responsible for maintaining its telemetry radio license. KPUD will notify COBI when license renewal is required.

Q. **Planning.** COBI will provide information and cooperate with KPUD to determine ultimate demand needs and water system planning in that regard.

R. **Activities in COBI's Right-of-Way.**

1. Right-of-Way permit fees will be charged by COBI for projects benefiting ratepayers.
2. KPUD will seek the appropriate permits prior to working in COBI's right-of-way except for emergencies in which event a permit shall be obtained as soon as possible after the repair

S. **Pay Stations.** COBI will designate publicly accessible location(s) for pay stations, which shall include City Hall.

T. **Consumer Confidence Reports.** KPUD will prepare Consumer Confidence Reports on behalf of COBI, commencing with the report due June 30, 2014.

U. **Service Standards.** COBI and KPUD will develop Service Standards for response times, preventive maintenance and customer complaint resolution.

V. **Landscape** and other facility maintenance at City water sites will be performed by KPUD.

W. **New Development.**

1. KPUD will review and provide comments to COBI on development applications. These comments will be provided within the timelines set in current land use statutes.
2. KPUD will provide the review and approval of engineering plans for additions or modifications to COBI's water system. Plan review fees will be billed to the developer in accordance with the Districts schedule of charges and fees.
3. KPUD will provide inspection and final acceptance of additions and modifications to COBI's water system. Inspection fees will be billed to the developer in accordance with the Districts schedule of charges and fees.

4. Payment by COBI.

In exchange for the services provided above by KPUD, COBI agrees to pay an annual fee of \$576,168, which shall be invoiced one-sixth of the total amount on a bi-monthly basis. This fee shall be adjusted annually to account for increased customers and increases in PUD costs not to exceed the Seattle-Tacoma CPI-U. Additionally KPUD will invoice COBI bi-monthly for Utilities, Property Insurance and any other costs related to services requested by COBI that are beyond the scope of this contract. See Exhibit B for a breakdown of charges.

5. Term of the Agreement.

The term of this Agreement shall be for five years commencing _____, 20____, and ending _____, 20____, unless the Agreement is terminated as provided for in Section 10 below. By mutual agreement, the contract may be renewed for two additional terms of five years each. Notice of renewal by each party must be given one year in advance of the termination date.

6. Employees.

The parties agree that KPUD requires additional employees and equipment to manage, operate, and maintain COBI's water system. The parties agree that those positions and corresponding persons set forth on Exhibit A, attached hereto and incorporated by reference, shall be transferred from COBI to KPUD and KPUD will accept those individuals as District employees with salaries and benefits in accordance with KPUD's salary and benefit program. These employees will be incorporated into KPUD's work force and assigned by KPUD to best fit the needs of the District.

7. Indemnity.

A. KPUD agrees to hold harmless, indemnify and defend COBI, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of KPUD, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of KPUD, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

1. KPUD's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of COBI, its officers, agents or employees; and
2. KPUD's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of KPUD and COBI, or of KPUD and a third party other than an officer, agent, subconsultant or

employee of KPUD, shall apply only to the extent of the negligence or willful misconduct of KPUD.

B. COBI agrees to hold harmless, indemnify and defend KPUD, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of COBI, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of COBI, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

1. COBI's obligations to indemnify, defend and hold harmless shall not extend to injuries sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of KPUD, its officers, agents or employees; and
2. COBI's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of COBI and KPUD, or of COBI and a third party other than an officer, agent, subconsultant or employee of COBI, shall apply only to the extent of the negligence or willful misconduct of COBI.

8. Insurance.

Each party shall provide general liability, workers compensation and employers liability insurance in the amounts below. KPUD shall maintain property damage insurance on COBI's water facilities.

General Liability in an amount of \$20,000,000 per occurrence

Property damage in an amount of \$300,000,000 per occurrence

Boiler and Machinery in an amount of \$100,000,000 maximum limit

Crime/Fidelity in an amount of \$2,500,000

9. Notice.

All notices and communications in connection with this Agreement shall be given in writing to:

General Manager
Kitsap Public Utility District
P.O. Box 1989
Poulsbo, WA 98370

City Manager
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110

10. Termination.

This agreement may be terminated as follows:

- A. For Convenience. Either party may terminate this Agreement for convenience without stating a reason therefore, upon the giving of one-hundred-eighty (180) days written notice to the other party.
- B. For Cause. Either party may terminate this Agreement for a material breach thereof by the other party upon the giving of thirty days' written notice and an opportunity to cure. If the breaching party cures the breach within the thirty day period, this Agreement shall not terminate. If the breach cannot reasonably be cured within the thirty day period, then as long as the breaching party commences cure within that period and diligently cures the breach, this Agreement shall terminate. If cure is not completed or commenced and completed as provided in this subsection, this Agreement shall terminate as provided in the notice.
- C. Cooperation. Upon termination as provided in this Section, the parties will cooperate in an orderly transition of water utility management back to COBI, including the transfer of the employees listed on Exhibit A back to COBI.

11. Attorney's Fees.

In the event of any suit or action to enforce the provisions of this Agreement, the parties agree the prevailing party shall receive from the other party such as the trial court may adjudge reasonable as attorney's fees to be allowed in said suit or action, and if an appeal is taken, any judgment or decree of such trial court, the parties further agree to pay such sum as the appellate court shall adjudge reasonable as prevailing party and attorney's fees on such appeal.

12. Disputes.

If a dispute arises between the parties regarding breach of this Agreement or interpretation of any term of this Agreement, the parties shall first attempt to resolve the dispute by negotiation, followed by mediation, if negotiation fails to resolve the dispute.

Step One: (Negotiation)

Each of the disputing parties shall appoint a person to negotiate on behalf of the entity. The nature of the dispute shall be reduced to writing by the party alleging breach or seeking interpretation and shall be presented to each designated person who shall then meet and attempt to resolve the issue. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed by each designated person and ratified by his or her respective Board/Council, which shall be binding upon the parties.

Step Two: (Mediation)

If the dispute cannot be resolved within thirty (30) days at Step One, the parties shall submit the matter to non-binding mediation. The parties shall attempt to agree on a mediator. If they cannot agree, the parties shall request a list of five (5) mediators from an entity or firm providing mediation services. The parties will attempt to mutually agree on a mediator from the list provided, but if they cannot agree, each party shall select one (1) name. The two selected shall select a third person. The dispute shall be heard by a panel of three (3) mediators and any common costs of mediation shall be borne equally by the parties who shall each bear their own costs and fees therefor. If the issue is resolved at this step, a written determination of such resolution shall be signed by the General Manager/City Manager and approved by their respective Board/City Council.

Step Three: (Litigation) ARBITRATION

Any dispute or claim arising out of this Agreement must be submitted to mandatory, conclusive and binding arbitration under the rules and procedures of the Kitsap County Mandatory Arbitration Rules, provided that there shall be no appeal and provided that the arbitrator will be selected by the parties as set forth below and not by the MAR procedure. Each Party shall submit the names of three proposed arbitrators to the other Party and the Parties shall attempt to agree upon a single arbitrator as proposed on the list of each Party. If the Parties are unable to agree upon an arbitrator, that arbitrator shall be appointed by the presiding judge of the Kitsap County Superior Court. The Parties agree and hereby request of the presiding judge that the arbitrator to be selected or appointed shall be familiar with municipal law, construction law, water systems operations and maintenance and other topics generally covered by this Agreement. The Parties agree that the arbitrator shall be allowed to utilize his or her own independent experts to help resolve technical questions beyond the expertise of the arbitrator. The arbitrator's award shall not be limited by otherwise applicable MAR rules and the prevailing Party shall be entitled to reasonable attorneys fees and costs. The arbitrator's decision may only be appealed pursuant to RCW 7.04.

13. Successors and Assigns.

All the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and the respective legal representatives, successors, and assigns.

14. Entire Agreement.

This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

15. Assignment.

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by either party without prior written consent of the other.

16. Severability.

The invalidity of any section, clause, sentence, or provision of this agreement shall not effect the validity of any other part of this agreement, which can be given effect without such invalid part or parts.

IN WITNESS WHEREOF, the parties have, pursuant to official action of their respective governing bodies, duly authorizing the same, caused their respective officers to execute this instrument on their behalf.

CITY OF BAINBRIDGE ISLAND

KITSAP PUBLIC UTILITY DISTRICT

By: _____
Douglas Schulze, City Manager

By: _____
David Siburg, General Manager

Approved as to Form:

Approved as to Form:

James Haney, City Attorney

Legal Counsel

Exhibit A

Pursuant to Section 6 of this Agreement, the following persons shall be transferred from COBI to KPUD, and KPUD will accept these individuals as District employees.

Water Maintenance Technician
Water Maintenance Technician

Exhibit B

Base Price Methodology

To arrive at a base cost to manage COBI's drinking water systems, Kitsap PUD analyzed its current operation and broke operating costs (minus utility costs, facility insurance and capital replacement) down to a cost per ERU basis. This per unit operating cost came to \$18.43/ERU/month. This unit price was multiplied by the number of connections on the COBI systems. As Kitsap PUD does not add fluoride to any existing system, the cost to fluoridate the COBI systems were calculated at \$1/ERU/month. The base management price, then, breaks down as:

COBI total metered water connections:	2,471
@ \$18.43/month/ERU	\$45,543
fluoride @ \$1/connection/month	<u>\$2,471</u>
base monthly management charge	\$48,014
	<u>x 12 months</u>
base annual management charge	\$576,168

In addition to full management of COBI's drinking water systems, Kitsap PUD was asked to submit a cost to provide billing services to COBI's wastewater utility. Kitsap PUD has determined that cost will be \$2/wastewater connection/2-month billing cycle.

COBI total wastewater connections:	2,085
Bi-monthly charge @ \$2/connection/billing	\$4,170
Annual charge @ \$2/connection/billing	\$25,020

Base annual cost to manage COBI's water systems and provide billing services to COBI's wastewater utility:	\$601,188
---	------------------

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Ordinance No. 2013-12, Revisions to the Fire Code	Date: June 5, 2013
Agenda Item: Ordinances/1 st Reading	Bill No.: 13-071
Proposed By: Luke Carpenter, BIFD, James Weaver, Building Official	Referral(s):

BUDGET INFORMATION

Department: Planning	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:

1st reading of Ordinance No. 2013-12 relating to the Fire Code.

History:

The State Building Code Council recently adopted the 2012 edition of the International Fire Code, with amendments. Updates such as these occur approximately every three years as new editions of the model codes are published. This updated edition becomes effective statewide July 1, 2013.

Local jurisdictions are responsible to enforce these codes. In addition, local jurisdictions must review local adopting ordinances for consistency with the new state building code – including the fire code. Any local amendments to the state codes cannot reduce the minimum performance requirements of the state codes (RCW 19.27.060(1)).

The amendments proposed in this ordinance serve to adopt the updated edition of the fire code as required, as well as to correlate language to reflect changes between the 2009 and 2012 editions of the fire code in certain section of BIMC 20.04.

RECOMMENDED ACTION

Motion:

I move that the City Council schedule 2nd reading of Ordinance No. 2013-12 on June 26, 2013.

ORDINANCE NO. 2013-12

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to the fire code; amending Sections 20.04.010, 20.04.040, 20.04.080, 20.04.090 and 20.04.100 of the Bainbridge Island Municipal Code (BIMC) to reflect changes made in the International Fire Code, 2012 Edition.

WHEREAS, City Council desires to amend the City's fire code provisions in BIMC Chapter 20.04 to reflect changes made in the International Fire Code, 2012 Edition,

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

Section 1. The section headings for Chapter 20.04 are amended to read as follows:

Sections:

20.04.010 Code adopted by reference.
20.04.020 Amendments to Section 101.1.
20.04.030 Amendments to Section 108.
20.04.040 Amendments to Section 109.
20.04.050 Amendments to Section 111.4.
20.04.060 Amendments to Section 307.1.
20.04.070 Amendments to Section 501.1.
20.04.080 Amendments to Section 503.
20.04.090 Amendments to Section ~~508.3~~ 507.3.
20.04.100 Amendments to Section 903.
20.04.110 Amendments to Appendix B Section B105.1.
20.04.120 Amendments to Appendix C.
20.04.130 Amendments to Appendix D.

Section 2. Section 20.04.010 of BIMC Chapter 20.04 is hereby amended to read as follows:

20.04.010 Code adopted by reference.

The following codes are adopted by reference subject to the amendments set forth in BIMC 20.04.010 through 20.04.130:

A. The International Fire Code, ~~2009~~ 2012 Edition, published by the International Code Council, and as amended as set forth in Chapter 51-54A WAC, and adopted by the State Building Code Council, with the addition of the following appendices: Appendix B (Fire Flow Requirements) as amended in BIMC 20.04.110, Appendix C (Fire Hydrant Locations and Distribution) as amended in

BIMC 20.04.120, Appendix D (Fire Apparatus Access Roads) as amended in BIMC 20.04.130, Appendix E (Hazard Categories), Appendix F (Hazard Ranking), Appendix G (Cryogenic Fluids – Weight and Volume Equivalents), and Appendix H (Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions) (the “International Fire Code”).

Section 3. Section 20.04.040 of BIMC Chapter 20.04 is hereby amended to read as follows:

20.04.040 Amendments to Section 109.

Section 109 of the International Fire Code is amended to read as follows:

SECTION 109

VIOLATIONS

109.1 Unlawful acts. It shall be unlawful for a person, firm or corporation to erect, construct, alter, repair, remove, demolish or utilize a building, occupancy, premises or system regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of the city fire code.

109.2 Owner/Occupant Responsibility. Correction and abatement of violations of this code shall be the responsibility of the owner. If an occupant creates, or allows to be created, hazardous conditions in violation of this code, the occupant shall be held responsible for the abatement of such hazardous conditions.

~~109.2~~ 109.3 Notice of violation. When the fire code official (or designee) finds a building, premises, vehicle, storage facility or outdoor area that is in violation of the city fire code, the fire code official (or designee) is authorized to prepare a written notice of violation describing the conditions deemed unsafe and specifying a time for reinspection.

~~109.2.1~~ 109.3.1 Service. A notice of violation issued pursuant to this code shall be served upon the owner, operator, occupant, or other person responsible for the condition or violation, either by personal service, mail, or by delivering the same to, and leaving it with, some person of responsibility upon the premises. For unattended or abandoned locations, a copy of such notice of violation shall be posted on the premises in a conspicuous place and the notice of violation shall be mailed by certified

mail with return receipt requested or a certificate of mailing, to the last known address of the owner, occupant or both.

~~109.2.2~~ 109.3.2 Compliance with orders and notices. A notice of violation issued or served as provided by this code shall be complied with by the owner, operator, occupant or other person responsible for the condition or violation to which the notice of violation pertains.

~~109.2.3~~ 109.3.3 Prosecution of violations. If the notice of violation is not complied with promptly, the fire code official is authorized to request the city code enforcement official or prosecutor to institute the appropriate legal proceedings at law or in equity to restrain, correct or abate such violation or to require removal or termination of the unlawful occupancy of the structure in violation of the provisions of the city fire code or of the order or direction made pursuant hereto.

~~109.2.4~~ 109.3.4 Unauthorized tampering. Signs, tags or seals posted or affixed by the fire code official shall not be mutilated, destroyed or tampered with or removed without authorization from the fire code official. Any mutilation, destruction, tampering or removal of said signs, tags, and/or seals is unlawful and a violation of the city fire code.

~~109.3~~ 109.4 Violation penalties.

A. Civil Infraction. Except as provided in subsection B of this section, conduct made unlawful by the city fire code shall constitute a civil infraction and is subject to enforcement and fines as provided in BIMC 1.26.035, including payment of a fine of not more than five hundred dollars (\$500.00) per violation for each day of noncompliance and payment of court costs. A civil infraction under this section shall be processed in the manner set forth in BIMC Chapter 1.26. Enforcement of this code and the imposition of penalties for violations of this code shall be by the Fire Code Official as provided for in BIMC Chapter 1.26.

B. Misdemeanor. Any person who again violates this section within twelve (12) months after receiving a notice of infraction pursuant to subsection A of this section, commits a misdemeanor and any person who is convicted thereof shall be punished as provided in BIMC 1.24.010.A.

C. Civil penalty. In addition to any civil infraction fine, criminal penalty, and or other available, sanction or remedial procedure, any person engaging in conduct made unlawful by the city fire code shall be subject to a cumulative civil penalty in the amount of \$1,000 per day for each

violation from the date set for compliance until the date of compliance. Any such civil penalty shall be collected in accordance with BIMC 1.26.090.

D. Additional Remedies. In addition to any other remedy provided by this chapter or under the Bainbridge Island Municipal Code, the city may initiate injunction or abatement proceedings or any other appropriate action in courts against any person who violates or fails to comply with any provision of this chapter to prevent, enjoin, abate, and/or terminate violations of this chapter and/or to restore a condition which existed prior to the violation. In any such proceeding, the person violating and/or failing to comply with any provisions of the city building code shall be liable for the costs and reasonable attorney's fees incurred by the city in bringing, maintaining and/or prosecuting such action.

E. In the event and to the extent the language of this section conflicts with language of the codes and/or appendices adopted by reference in BIMC 20.04.010, the language of this section shall prevail over the language it conflicts with in any said code and/or appendix.

~~109.3.1~~ 109.4.1 Abatement of violation. In addition to the imposition of the penalties herein described, the fire code official is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises.

Section 4. Section 20.04.080 of BIMC Chapter 20.04 is hereby amended to read as follows:

20.04.080 Amendments to Section 503.

Section 503 of the International Fire Code is hereby amended to read as follows:

SECTION 503

FIRE APPARATUS ACCESS ROADS

503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3.

503.1.1 Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire

apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (~~45,720 mm~~) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exception: The fire code official is authorized to increase the dimension of 150 feet (~~45,720 mm~~) where:

1. The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.
2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.
3. There are not more than two Group R-3 or Group U occupancies.

503.1.2 Additional access. The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.

503.1.3 High-piled storage. Fire department vehicle access to buildings used for high-piled combustible storage shall comply with the applicable provisions of Chapter 23.

503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.8.

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (~~6096 mm~~), except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (~~4115 mm~~), unless otherwise approved by the fire marshal of the Bainbridge Island Fire Department.

Exceptions:

1. The width may be reduced in residential areas consisting of only single-family homes, providing the width is consistent with public works street standards and not less than a 12 foot wide drivable surface.

2. Public streets shall be in accordance with Public Works Department street standards.

503.2.2 Authority. The fire code official shall have the authority to require an increase in the minimum access widths where they are inadequate for fire or rescue operations.

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities. (See also Appendix D Section D102.1.)

503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall be determined by the fire code official.

503.2.5 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (~~45,720 mm~~) in length shall be provided with an approved area for turning around fire apparatus.

503.2.6 Bridges and elevated surfaces. Where a bridge or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO Standard Specification for Highway Bridges HB-17. Bridges and elevated surfaces shall be designed for a live load sufficient to carry the imposed loads of fire apparatus. Vehicle load limits shall be posted at both entrances to bridges when required by the fire code official. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces which are not designed for such use, approved barriers, approved signs or both shall be installed and maintained when required by the fire code official.

503.2.7 Grade. The grade of the fire apparatus access road shall be based on the fire department apparatus and be within the limits established in 503.2.7.1 through 503.2.7.2 by the fire code official.

503.2.7.1 Public Fire Apparatus Access Roadways. The grade of public fire apparatus access roads shall be in accordance with Public Works Department Standards but shall not exceed the limits set forth in 503.2.7.2.

503.2.7.2 Private Fire Apparatus Access Roadways. The grade of existing private fire apparatus access roads shall not exceed 12%.

Exception: Private fire apparatus access roads where grades are greater than 12% but not exceeding 15% shall be paved, or in lieu of paving, shall have an automatic fire sprinkler system installed in any new structure. Grades exceeding 15% will require the fire apparatus access road to be paved, all new structures to be equipped with automatic fire sprinkler systems, and special approval by the fire code official.

503.2.8 Angles of Approach and Departure. The angles of approach and departure for fire apparatus access roads shall be within the limits established by the fire code official based on the department's apparatus.

503.3 Marking. Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING – FIRE LANE – TOW AWAY ZONE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and shall be replaced or repaired when necessary to provide adequate visibility. The property owner(s) of the designated fire lane shall have sole responsibility to install and maintain the required signs and markings. Where required, signs shall be 12 inches by 18 inches in size with white background and red lettering, securely attached to a fixed object or post. Signs shall be placed not less than four feet nor more than six feet above grade level. Where required, curbs shall be painted red on the sides and top with white lettering not less than four inches high at 30-foot intervals and read “No Parking - Fire Lane – Tow Away Zone” if signs are not provided.

503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 shall be maintained at all times.

503.5 Required gates or barricades. The fire code official is authorized to require the installation and maintenance of gates or other approved barricades across fire apparatus access roads, trails or other accessways, not including public streets, alleys or highways. Electric gate operators, where provided, shall be listed in accordance with UL325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200.

503.5.1 Secured gates and barricades. When required, gates and barricades shall be secured in an approved manner. Roads, trails and other accessways that have been closed and obstructed in the manner prescribed by Section 503.5 shall not be trespassed on or used unless authorized by the owner and the fire code official.

Exception: The restriction on use shall not apply to public officers acting within the scope of duty.

503.6 Security gates. The installation of security gates across a fire apparatus access road shall be approved by the fire chief. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be listed in accordance with UL325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200.

Section 5. Section 20.04.090 of BIMC Chapter 20.04 is hereby amended to read as follows:

20.04.090 Amendments to Section ~~508.3~~ 507.3

Section ~~508.3~~ 507.3 of the International Fire Code is hereby amended to read as follows:

~~508.3~~ 507.3 Fire flow. Fire flow requirements for buildings or portions of buildings and facilities shall be determined by an approved method and shall be in accordance with Appendix B as amended.

Section 6. Section 20.04.100 of BIMC Chapter 20.04 is hereby amended to read as follows:

20.04.100 Amendments to Section 903.

Section 903 of the International Fire Code is hereby amended to read as follows:

~~903.2.143~~ Other automatic sprinkler system requirements. Buildings within the city used for assembly, educational, industrial, institutional, mercantile, storage, office and multifamily dwelling purposes shall be equipped with fire protection systems. The plans for all such systems must be approved in advance of construction by the fire marshal. All sprinkler systems must meet the following minimum requirements:

A. Sprinkler Systems Required.

1. A fully automatic sprinkler system designed, installed and tested pursuant to the current edition of NFPA 13, NFPA 13R, or NFPA 13D, as determined by the fire marshal, shall be installed in all new buildings in excess of 5,000 square feet total floor area.

2. A fully automatic sprinkler system meeting the standards set forth in subsection A.1 of this section may be required by the chief of the fire district for any new building in the city, when, in the judgment of the chief ~~or officer~~, any of the following conditions exist: hazardous operations, hazardous contents, critical exposure problems, limited accessibility to the buildings, or other items which may contribute to definite fire hazards.

3. All sprinkler systems installed after the effective date of the ordinance codified in this subsection shall be equipped with a leak detector meter which includes a double check valve assembly.

B. Conflicts. In the event that any provision of this section conflicts with any provision of the Building Code or the Fire Code as adopted by the city, the more stringent (greatest protection) provision shall apply.

C. Exceptions. The chief of the fire district and the city building official shall have the authority to grant exceptions to the provisions of this section. All such exceptions must be in writing and shall be granted only where the required installation of a sprinkler system or hose station would create a safety hazard or cause damage to the building's contents.

D. Existing Buildings.

1. Existing fully sprinklered buildings, when remodeled or added onto, shall retain the feature of being sprinklered in the remodeled or added on portion.

2. If, by expanding an existing building, the resulting total structure falls within the coverage of subsection A of this section, the entire structure shall be fully sprinklered as required in subsection A.1 or A.2 of this section, whichever may apply.

3. If a building permit is required in the remodeling of an structure of 5,000 or more square feet total floor area as described in 903.2.14, the entire structure shall be fully sprinklered as required in subsection A.1 or A.2 of this section, whichever may apply.

Section 7. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication as provided 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: May 30, 2013

PASSED BY THE CITY COUNCIL:

PUBLICATION DATE:

EFFECTIVE DATE:

ORDINANCE NO. 2013-12

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: 2013 Road Striping Project – Contract Award	Date: June 5, 2013
Agenda Item: Staff Intensive	Bill No.: 13-074
Proposed By: Engineering Manager Chris Hammer	

BUDGET INFORMATION

Depart/Fund: 2013 Budget: Public Works Repair & Maintenance		
Expenditure Req: \$101,755.93	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 placement of the 2013 Road Striping project contract award on the June 12, 2013 consent agenda.

Background:

This project consist of pavement marking on approximately eighty miles of roadway which includes collectors and urban/rural residential roads resulting in approximately 923,041 linear feet of paint stripe. Work also includes traffic controls and environmental protection in accordance with the project manual and the *Washington State Standard Specification for Road & Bridge Construction*, 2012 edition. See Attachment A for list of roads.

Bids were solicited through the local newspaper and the bid opening was held on May 14, 2013. The apparent low bidder is Stripe Rite, Inc in the amount of \$101,755.93. See attached bid results. The engineer's estimate is \$85,000 to \$105,000.

City staff have reviewed the bid results and contractor's qualifications and recommends that the City Council award this contract to Stripe Rite Inc. in the amount of \$101,755.93.

RECOMMENDED ACTION

Motion:

I move that the City Council forward the contract with Stripe Rite Inc. for the 2013 Annual Roads Striping project in the amount of \$101,755.93 to the June 12, 2013 consent agenda.

City of Bainbridge Island Public Works Department

Project: 2013 ROADS STRIPING PROJECT

Bid Opening Date: May 14, 2013 @ 9:30 a.m.

Note: Bids Are Opened in Order Received. Bids Solicited by: ✓ Advertisement The Engineers Estimate is: \$85,000 - \$105,000	Bidder #1 Stripe Rite Inc. 1813 137 th Ave E Sumner, WA 98390	Bidder #2 Apply-A-Line 175 Roy Road SW Pacific, WA 98047	Bidder #3 Specialized Pavement Marking Inc 11095 SW Industrial Tualatin, OR 97062
Proposal	√	√	√
Addendum Acknowledged (1)	√	√	√
Signature Page	√	√	√
Non-Collusion Declaration	√	√	√
Proposal Bond (5%)	√	√	√
Statement of Bidder's Qualifications	√	√	√
Statement of Proposed Sub-Contractors	√	√	√
Total:	\$101,755.93	\$103,542.22	\$145,736.45
WSST	N/A	N/A	N/A
TOTAL BID AMOUNT	\$101,755.93	\$103,542.22	\$145,736.45

A total of 3 bids were received for the 2013 Road Striping project. The Project Manager has reviewed all the bids and recommends that the City Council award the contract to the apparent low bidder, Stripe Rite Inc. in the amount of \$101,755.93.

CONTRACT FOR CONSTRUCTION

THIS CONSTRUCTION CONTRACT (hereinafter "Contract") made the ____, day of _____, 2013, by and between the City of Bainbridge Island (hereinafter referred to as the "City" and the "CONTRACTING AGENCY") and Stripe Rite, Inc. (hereinafter called "CONTRACTOR").

WITNESSETH:

WHEREAS, the CONTRACTING AGENCY has caused the Project Manual, Specifications, Drawings and other contract documents to be prepared for certain Work as described therein, known as the **2013 ROAD STRIPING**, and

WHEREAS, the CONTRACTOR has offered to perform the proposed Work in accordance with the terms of the Contract Documents including but not limited to this Contract, and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the CONTRACTOR hereby agrees that the foregoing recitals are true and correct and are incorporated into this Contract and to complete the Work at the price and on the terms and conditions herein contained. The CONTRACTING AGENCY agrees to pay the CONTRACTOR the contract price of One Hundred One Thousand Seven Hundred Fifty-Five Dollars and Ninety-Three Cents (\$101,755.93) ("Contract Price") for the fulfillment of the Work and the performance of the covenants set forth herein.

The further terms, conditions and covenants of this Contract are set forth in the following documents, all of which are component parts of this Contract as if set out in full, and if not attached, as if hereto attached collectively referred to as the "Contract Documents":

1. This Contract including the form "Proposal – Items of Work and Materials to be Provided, Estimated Quantities, Units of Measurement at the Unit Bid Prices"
2. Washington State Department of Transportation, Standard Specifications, 2012 (sometimes referred to as the "Standard Specification")
3. Amendments to the Standard Specifications
4. Special Provisions
5. Prevailing Wage Schedules and Regulations
6. Specifications, Drawings, Details, and all other Documents contained in and made applicable by this Contract and the Project Manual
7. All Plans, Drawings, Specifications, and Addenda issued prior to the Bid Opening Date.

CONTRACTING AGENCY and CONTRACTOR recognize that time is of the essence of this Contract and that CONTRACTING AGENCY will suffer financial loss if the Work is not completed within the time specified in this Contract. Therefore the parties agree that the liquidated damages provisions of the Standard Specifications as modified herein shall apply and that those provisions have been mutually negotiated.

CONTRACTOR's Initials: _____

INDEMNITY AND TITLE 51 WAIVER. CONTRACTOR hereby waives the protection of Title 51 RCW as provided in the Indemnity Agreement attached hereto and incorporated in this Contract by reference. The parties warrant and represent this waiver and the Indemnity Agreement have been

specifically bargained for and accepted by the parties. CONTRACTOR further agrees to require all subcontractors to similarly waive Title 51 RCW as a condition of its subcontracts.

CONTRACTOR's Initials: _____

CONTRACTOR hereby warrants and represents it has reviewed, understands, and agrees to the terms and conditions of this Contract, all Addenda, and the Standard Specifications as modified by the Amendments and Special Provisions and all other Documents contained in the Project Manual and incorporated herein by reference. The person executing this Contract warrants and represents that they are fully authorized to execute this Contract.

CONTRACTOR AGREES TO RETURN THIS EXECUTED CONTRACT AND OTHER REQUIRED DOCUMENTS TO THE CONTRACTING AGENCY as required by the Standard Specifications as modified herein, and to return the DECLARATION OF OPTION OF MANAGEMENT OF STATUTORY RETAINED PERCENTAGE AT THE SAME TIME.

IN WITNESS WHEREOF, this Contract has been executed on the day and year above written.

CONTRACTOR: STRIPE RITE, INC.

By: _____
Its: _____
Date: _____

CITY OF BAINBRIDGE ISLAND

By: _____
Douglas Schulze, City Manager

Date: _____

2013 Annual Road Striping - Attachment A

ROAD NAME	Center Stripe (LF)	Edge Line (LF)	Painted	ROAD DESIGNATION
			Wide Line (LF)	
Agate Pass Road	3,485	0	0	Collector
Agatewood Road	1,600	0	0	Collector
Agate Point Road	3,229	0	0	Collector
Arrow Point Drive	9,504	0	0	Secondary Arterial
Baker Hill Road	10,666	21,332	0	Secondary Arterial
Battle Point Drive	10,930	0	0	Collector
Bayhill Road	1,373	0	0	Residential Suburban
Bergman Road	2,817	0	0	Collector
Bjune Drive	302	1,641	0	Collector
Blakely Avenue	15,840	31,680	0	Secondary Arterial
Blakely Hill Road	4,224	0	0	Collector
Brien Drive	0	988	0	Collector
Bucklin Hill Road	5,333	10,666	0	Secondary Arterial
Byron Drive	1,297	0	0	Residential Suburban
Cherry Avenue	0	0	0	Residential Urban
Commodore Lane	324	0	0	Residential Urban
Country Club Road	8,976	0	0	Collector
Crystal Springs Drive	9,194	22,388	0	Collector
Day Road	12,461	24,922	0	Collector
Dolphin Drive	0	0	0	Collector
Eagle Harbor Drive	12,725	25,450	0	Secondary Arterial
Ericksen Avenue	2,600	1,750	3,450	Collector
Euclid Avenue E	7,603	4,292	0	Residential Urban
Falk Road	2,763	0	0	Residential Suburban
Ferncliff Avenue	8,818	9,874	7,762	Secondary Arterial
Fletcher Bay Road	8,923	19,554	1,460	Secondary Arterial
Finch Road	2,640	5,280	0	Collector
Fort Ward Hill Road	7,973	4,934	0	Collector
Foster Road	1,954	0	0	Collector
Frey Road	1,320	0	0	Collector
Grand Avenue	1,252	2,502	0	Collector
Grow Avenue	4,150	8,300	0	Residential Urban
Halls Hill Road	1,854	0	0	Collector
Harborview Drive	2,587	0	0	Unknown
Henderson Road	4,013	0	0	Collector
Hidden Cove Rd	11,088	22,176	0	Collector
High School Road	7,260	9,108	5,412	Secondary Arterial
Ihland	0	0	0	Residential Urban
Komedal Road	0	0	0	Residential Suburban
Koura Road	7,248	16,684	0	Secondary Arterial

2013 Annual Road Striping - Attachment A

ROAD NAME	Center Stripe (LF)	Edge Line (LF)	Painted	ROAD DESIGNATION
			Wide Line (LF)	
Lafayette Avenue	3,960	7,920	0	Collector
Lofgren Road	1,901	3,802	0	Collector
Lovegren Road	2,563	0	0	Collector
Lovell Avenue	2,640	5,280	0	Residential Urban
Lynnwood Center	6,653	10,660	2,646	Secondary Arterial
Madison Avenue	22,326	35,452	9,200	Secondary Arterial
Mandus Olson	2,590	0	0	Residential Suburban
Manitou Beach Road	8,501	17,002	0	Collector
Manzanita Avenue	5,280	0	0	Collector
McDonald Avenue	2,323	0	0	Collector
Miller Road	1,901	3,802	0	Secondary Arterial
Moran Road	2,904	5,808	0	Collector
Murden Cove	1,848	0	0	Residential Urban
Nakata Place	0	0	0	Residential Urban
New Brooklyn Road	9,610	19,220	1,959	Secondary Arterial
New Sweden Avenue	3,907	0	0	Collector
Nicholson Place	0	0	0	
North Street	528	0	0	Collector
Oddfellow Road	2,904	5,808	0	Collector
Old Creosote Drive	3,653	0	0	Residential Suburban
Old Mill Road	5,280	0	0	Collector
Olympic Terrace	2,798	0	0	Collector
Parfitt Way	2,640	5,280	0	Residential Urban
Park Avenue	1,742	3,484	0	Collector
Peterson Hill Road	1,320	0	0	Residential Urban
Phelps Road	8,026	16,052	0	Secondary Arterial
Pleasant Beach Drive	6,970	13,940	0	Collector
Point White Drive	8,026	16,052	0	Collector
Ralston Road	581	0	0	Residential Suburban
Rockaway Beach Road	5,280	0	0	Collector
Rose Avenue	1,584	0	0	Residential Suburban
Sands Avenue	2,534	0	0	Residential Suburban
Seabold Road	400	0	0	Collector
Seabold Church Road	581	0	0	Residential Suburban
South Beach Road	3,168	0	0	Collector
Sportsman Club Road	3,854	7,708	0	Secondary Arterial
Springridge Road	5,966	0	0	Collector
Sunrise Drive	15,787	31,574	0	Secondary Arterial
Taylor Avenue	6,791	0	0	Collector
Toe Jam Hill Road	7,920	0	0	Collector

2013 Annual Road Striping - Attachment A

ROAD NAME	Center Stripe (LF)	Edge Line (LF)	Painted	ROAD DESIGNATION
			Wide Line (LF)	
Tolo Road	326	0	0	Collector
Torvanger Road	1,320	0	0	Collector
Valley Road	2,587	5,174	0	Secondary Arterial
Vincent Road	2,734	5,468	0	Residential Suburban
Wallace Way	1,320	2,640	0	Residential Urban
Wardwell Road	286	572	0	Collector
Washington Avenue	2,666	0	0	Residential Urban
Weaver Road	3,117	0	0	Collector
West Port Madison	0	0	0	Collector
Wing Point Way	0	0	0	Secondary Arterial
Wing Point Road	1,145	0	0	Residential Urban
Winther Road	1,320	0	0	Collector
Winslow Way	3,676	2,774	1,500	Secondary Arterial
Wood Avenue	1,742	3,484	0	Residential Urban
Wyatt Street	5,280	9,060	1,500	Secondary Arterial
Yaquina Avenue	2,640	0	0	Residential Suburban
3-T Road	890	0	0	Unknown
Total	406,615	481,537	34,889	

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Ordinance No. 2013-08 relating to the Police Civil Service and amending BIMC 2.28.030	Date: June 5, 2013
Agenda Item: Staff Intensive	Bill No.: 13-044
Proposed By: Douglas Schulze, City Manager	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:

1st Reading of Ordinance No. 2013-08 relating to the Police Civil Service and amending BIMC 2.28.030.

History:

The responsibilities of the Civil Service Commission are directly related to hiring, disciplinary actions and termination of personnel within the Police Department. The City Council has no role in these activities in a city operating under the Council/Manager form of government. This section of Bainbridge Island Municipal Code was not likely modified when the Council/Manager form of government was adopted.

An informal survey of Washington cities showed that the city manager in at least 24 Washington cities has the authority to appoint members of the Civil Service Commission. There are 53 cities in Washington operating under the Council/Manager form. At least eleven cities contract for law enforcement services so they do not have Civil Service Commissions. Currently, members of the Bainbridge Island Civil Service Commission are appointed by the Mayor with the concurrence of City Council. The Civil Service Commission has discussed the issue of appointment authority and options for a more expeditious process, including the option to have the appointments made by the City Manager. Attached for Council's consideration is a draft ordinance which would authorize the City Manager to appoint Civil Service Commissioners.

RECOMMENDED ACTION

Motion:

I move that the City Council schedule 2nd reading of Ordinance No. 2013-08 relating to the Police Civil Service on June 12, 2013.

ORDINANCE NO. 2013-08

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to the police civil service and amending Section 2.28.030 of the Bainbridge Island Municipal Code.

WHEREAS, the City Council finds that the public interest would be served by having the City Manager appoint Civil Service Commissioners; and

WHEREAS, the City Council finds that with this change the City would continue to have a civil service system which substantially accomplishes the purposes of RCW Chapter 41.12;

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

Section 1. Section 2.28.030 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

2.28.030 Civil service commission – Created – Composition – Appointments, terms and vacancy filling.

There is created for the administration of such civil service for the police department, a civil service commission composed of five members who shall be appointed by the ~~mayor~~ city manager of the city ~~with the concurrence of the city council~~. A person shall be considered eligible for appointment to the commission if he or she is a citizen of the United States, a resident of the city, and an elector of Kitsap County. The term of office of such civil service commission shall be four years, except that the first five members of the commission shall be appointed for different terms, as follows: three to serve for a period of four years and two to serve for a period of two years. The existing civil service commission shall be dissolved, and all positions on the commission created by the ordinance codified in this section shall be deemed vacant. In the event any civil service commissioner resigns or becomes disqualified or is removed for cause under a process adopted by city council resolution, another commissioner shall be appointed to take his place for the unexpired portion of the term.

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

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

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

Steven Bonkowski, Mayor

ATTEST/AUTHENTICATE:

Rosalind D. Lassoff, City Clerk

FILED WITH THE CITY CLERK:	April 12, 2013
PASSED BY THE CITY COUNCIL:	_____, 2013
PUBLISHED:	_____, 2013
EFFECTIVE DATE:	_____, 2013
ORDINANCE NUMBER:	2013-08

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: National Citizen Survey	Date: June 5, 2013
Agenda Item: Staff Intensive	Bill No.: 13-075
Proposed By: City Manager Doug Schulze	Referral(s):

BUDGET INFORMATION

Department: Executive	Fund: General Fund	Munis Contract #
Expenditure Req: \$15,000 est.	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

The National Citizen Survey is a unique service to administer, analyze, and report results from a customizable citizen survey. National Research Center, Inc., (NRC) and ICMA are able to provide this service as a relatively low cost through careful standardization and automation of the survey process. Each participating jurisdiction can make important customizations for its locale and the report can compare the results from each jurisdiction with results from other jurisdictions across the United States.

Surveying citizens helps to measure service performance; to benchmark service quality ratings; to assess community needs; to make long-range, short-term or strategic plans; to demonstrate the receptivity of the local government; to evaluate potential policies or community characteristics; to continue a trendline form periodic surveying; or to respond to a Council mandate. These days, residents expect their local government officials to be as well informed about customer perspectives as the best businesses.

Staff can use the results of the NCS to improve service delivery. Elected officials can use the results to set spending priorities. The City Manager can use the results to measure progress and chart future steps. A new feature of The NCS' basic service is the Key Driver Analysis, which helps you identify those attributes most likely to increase resident opinion of your local government's performance.

An additional benefit to NCS participants who also participate in the ICMA Center for Performance Measurement™ (CPM), is that The NCS was designed to coordinate with the CPM data collection. Thus, local governments can submit citizen satisfaction data obtained through The NCS survey instrument to CPM along with their other performance measurement data.

The National Citizen Survey is administered in "classes" that begin each month. Participating jurisdictions progress through the process with several other jurisdictions in one "class." In order to join a particular class, an enrollment form to National Research Center, Inc. must be submitted at least two weeks before the start date.

FINANCIAL IMPACT

Funding for the NCS is a General Fund expense and will require a budget adjustment.

RECOMMENDED ACTION

Motion: "I move to authorize the City Manager to enroll the City of Bainbridge Island in the next round of the National Citizen Survey."

The Results Are In

Local governments in 30 states have used The National Citizen Survey™ over the past five years to gather information on citizen satisfaction with services. With the ability to compare their local results to norms based on the results of more than 400 surveys administered throughout the country, NCS participants have a priceless tool for effective management. When financial resources are thin, it's a smart investment to spend a few thousand dollars to make sure your priorities match your residents' expectations and help staff improve its performance.

A Service of ICMA and National Research Center, Inc.

The National Citizen Survey™ is a turnkey service provided by ICMA, the premier local government leadership and management organization, and National Research Center, Inc., an independent professional survey firm that "wrote the book" on citizen surveys.

When you sign up for The National Citizen Survey™ you get

- The satisfaction of personal service
- The efficiency of a standardized process
- The benefit of comparability with other jurisdictions.

The National Citizen Survey™ has been designed to complement the work of ICMA's Center for Performance Measurement: your National Citizen Survey™ results serve as an important measure of your jurisdiction's performance.

Find out today how we can help you!

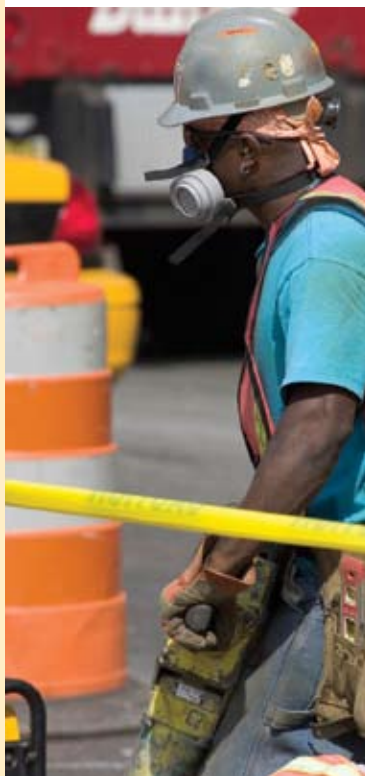
E-mail ncs@icma.org

Web icma.org/ncs

The first and last measure of good government is citizen satisfaction.

- What are your citizens' priorities for spending?
- Are your services to citizens producing results?
- How do citizens feel about new initiatives?
- What service areas are priorities for improvement?

The National Citizen Survey™



Good Government Listens.



**Get Data
From Residents
That You Can Act On**

ICMA

Leaders at the Core of Better Communities

Get the Facts

Do you know how your citizens feel about the pace of growth in your community? Do they feel relatively safe? What's their perception of the overall quality of life in your city? How does the satisfaction level

of your citizens compare with that in other communities across the nation?

With The National Citizen Survey™, you'll be able to answer these and dozens of other questions with the confidence that comes with statistically proven, validated data.

These are data you can rely on to support you with

- Program planning
- Budgeting
- Goal setting
- Priority setting
- Service improvement
- Communications.

Everyone Wins

Local government staff can use the results to improve service delivery.

Elected officials can use the survey results to set spending priorities.

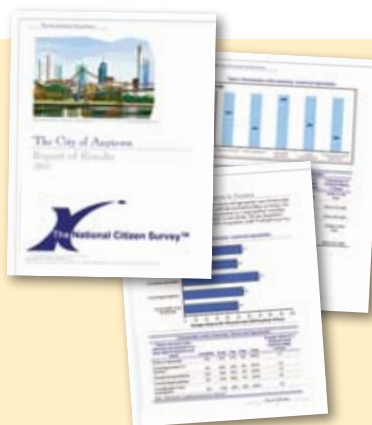
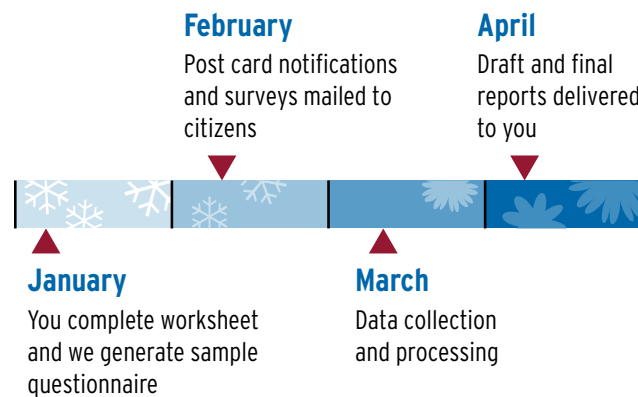
Chief administrative officers and city, county, and town managers can use The NCS™ year after year to measure progress toward better performance.

Residents will know you are listening.

Here's How The National Citizen Survey™ Works

The National Citizen Survey™ is a turnkey service at a fraction of the cost of most consultant surveys. Plus, by aggregating results from many local surveys into one database, The National Citizen Survey™ provides you with norms against which to compare your own results.

These norms are derived from an integration of results from over 450 citizen surveys administered to over 300,000 Americans in more than 45 states. Your individual results are never shared with other governments without your permission, but aggregated results create a powerful tool for assessing your services. Here's a sample timeline.



Local governments in 30 states have used The National Citizen Survey™.

E-mail ncs@icma.org for a list of participants and contact information.

The NCS™ Basic Service:

- Customized survey form plus up to three optional questions
- *Citizen Surveys: How to Do Them, How to Use Them, What They Mean*, an ICMA Press bestseller written by Dr. Tom Miller and Michelle Miller Kobayashi
- Customized cover letter
- Three mailings to 1,200 randomly selected households: pre-survey postcard and two mailings of the survey instrument
- A margin of error (95 percent confidence interval) of no more than +/- 5 percentage points around any percent
- Data input and cleaning
- Data weighted to reflect population norms
- Three reports: executive summary, statistical analysis of survey results, optional comparison with national norms, all in electronic format
- Certificate of participation
- Technical assistance by phone and e-mail
- Entry into the annual Voice of the People awards

Options:

- Larger mailings
- Customized norms by region, population, or other factors
- Spanish-language version of survey
- Addition of open-ended question
- Comparisons with results from surveys you've conducted in the past
- Demographic and geographic cross-tabulation
- Phone survey
- Presentation of results to elected officials
- Web survey

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: High Performance Organization Training	Date: June 5, 2013
Agenda Item: Staff Intensive	Bill No.: 13-076
Proposed By: City Manager Doug Schulze	Referral(s):

BUDGET INFORMATION

Department: Executive	Fund: General Fund	Munis Contract #
Expenditure Req: \$15,000 est.	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

High Performance is defined as the simultaneous delivery of high product and service quality, outstanding customer value, and sound financial performance. The purpose of HPO training is to develop talents and skills of employees in the area of management, leadership, technical and team skills. By developing these talents and skills of employees we will establish a culture that promotes:

- Leadership at all levels
- Responsibility and accountability
- Stewardship for the entire organization
- Employee empowerment

The desired ultimate outcome of HPO is having employees who are simultaneously and consistently engaged in improving: Service Quality, Customer Value and Financial Performance. This outcome is consistent with the City of Bainbridge Island Mission: To provide high quality services to the citizens of Bainbridge Island consistent with the vision for the future in the Comprehensive Plan.

The City Council received a briefing in April from New Pathways. Following the briefing, direction was provided to identify other alternatives for consideration. The Washington City Management Association and International City Management Association have both provided training to members through the Weldon Cooper School of Public Service at the University of Virginia. Mr. Anton Gardner (biography attached) has presented training at WCMA and ICMA conferences.

Mr. Gardner offers a 3-day HPO training to groups of up to 36 people. The fee for each 3-day HPO training is \$11,500, plus travel expenses (airfare, lodging, rental car, meals). Arrangements have been made with Mr. Gardner to hold the last week of August for a training session with a group of 36 City of Bainbridge Island employees. Additional training sessions for the remainder of City employees will be scheduled in 2014.

FINANCIAL IMPACT

Funding for the HPO training is a General Fund expense and will require a budget adjustment.

RECOMMENDED ACTION

Motion: "I move to authorize the city manager to proceed with HPO training with Anton Gardner as proposed."

Biography

Tony Gardner is currently the President of the Charlottesville Center for High-Performance Organizations, one of the Commonwealth Centers for High-Performance (CCHPO). CCHPO is a management consulting network focused on improving organizational performance and managing large scale organizational change in the public and private sectors. Areas of consulting emphasis for the Centers are large-scale organizational change, development of high-performance executive leadership teams, project management, executive coaching, emotional competence, values and ethics, organizational diagnosis and work culture surveys, integration of the continuous learning and improvement philosophy into organizational work cultures, design and implementation of product quality and service quality programs, and design and delivery of executive development programs.

Mr. Gardner is a primary presenter and facilitator for the Building High-Performance Organizations for the Twenty-First Century Seminar and for the Organizational Diagnostic Change Model and change process. He also serves on the Leadership Development faculty at the University of Virginia's Weldon Cooper Center for Public Service. He teaches and facilitates teams at the Center's Senior Executive Institute and LEAD programs. He is an adjunct faculty member at the U.S. Office of Personnel Management's Federal Executive Institute. Mr. Gardner is certified to administer and interpret the Myers-Briggs Type Indicator and has used this instrument with senior level executives to assess leadership style, improve teamwork, and enhance group problem-solving skills. He is also certified in Prosci® Change Management and the Lominger® Leadership Architecture.

Before joining the University of Virginia, Mr. Gardner worked in Warsaw, Poland, where he directed the initial phase of a partnership aimed at developing new and existing innovative local governmental practices. Prior to his service overseas, Mr. Gardner served the last ten years of his 26-year career in Arlington County, Virginia as County Manager. In this role, he led an organization-wide change effort to improve the county's performance and introduced a number of economic development and redevelopment initiatives in addition to managing the operations of this full-service jurisdiction. Twice during his tenure in Arlington County, the county received the John F. Kennedy School of Government "Innovations in American Government" award.

Mr. Gardner has been very active in professional organizations. He is a past president of the Virginia Local Government Management Association and has served as chairman of a number of organizations, including the Virginia Innovations Group, the Virginia Institute of Government, the Northern Virginia Criminal Justice Academy, and the Chief Administrative Officers' Committee of the Metropolitan Washington Council of Governments. He also served on the Board of Directors for the Greater Washington Initiative and the Urban Partnership. In the International City/County Management Association, he has been designated as a Credentialed Manager.

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Environmental Technical Advisory Committee 2013 Work Plan	Date: June 5, 2013
Agenda Item: Staff Intensive	Bill No.: 13-077
Proposed By: Doug Schulze, City Manager	Referral(s):

BUDGET INFORMATION

Department:	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 Council is being asked to provide input regarding the proposed work plan items for the Environmental Technical Advisory Committee.

Schedule/Next Activities:

The ETAC has discussed the concept of preparing a work plan for Council. The Committee has submitted a bulleted list of possible issues that ETAC could be involved with this year, in some coordination with staff and Council. The ETAC has requested Council agreement prior to preparing a complete work plan.

ETAC potential work plan bullet list: (not in any particular order)

- Critical Areas Ordinance – review and develop document with staff (by 2016)
- Implementation of Shoreline Master Plan
- Single Family Residential mitigation manual, help flesh out better mitigation sequence for planners
- Geological Hazardous Areas –Shoreline Master Plan issues – Appendix B
- Addendum to 2004 Nearshore Assessment
- Stormwater/National Pollutant Discharge Elimination System (NPDES)
- Review some initial mitigation plans if requested by staff
- Help to develop and evaluate monitoring plans (Shoreline Master Plan and Critical Areas Ordinance)

The Committee expressed a lack of comfort going beyond the bullet list to preparation of an actual work plan until they receive some guidance from the City Council on what it would like prioritized and timeframes for the work. Once they have received information/feedback, ETAC can take the next step and work with staff to define how that workload can get allocated through ETAC meetings. An additional item to add to the ETAC work plan is participation in the General Sewer Plan policy recommendations.

RECOMMENDED ACTION

Provide input on proposed ETAC 2013 work plan.

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Citizen Committees and Commissions	Date: June 5, 2013
Agenda Item: Council Discussion	Bill No.: 13-069
Proposed By: Mayor Pro Tem Lester and Councilmember Blair	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

Study Session: May 22, 2013	Recommendation: Forward to June 5, 2013 business meeting
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☐ Yes ☒ No ☐ N/A Finance ☐ Yes ☐ No ☒ N/A

DESCRIPTION/SUMMARY

Action Item:

Consider requesting staff bring back legislation amending the number of members, establishing position numbers and creating staggered terms for various Committees and Commissions.

History:

At the May 22, 2013 meeting, City Council and staff reviewed the draft scopes of work. A call for participation was published on May 24 and May 31, 2013, which yielded applications for the following Commissions and Committees: Civil Service Commission-3, Community Forestry Commission-1, Design Review Board-3, Environmental Technical Advisory Committee-1, Harbor Commission-7, Historic Preservation Commission-1, Planning Commission-4 and Utility Advisory Committee-3.

Schedule/Next Activities:

Determine interview panel (via rotation list) and establish timeline.

RECOMMENDED ACTION

Motion:

I move that the City Council authorize the staff to bring back legislation amending the number of members, establishing position numbers and creating staggered terms for various Committees and Commissions.



CITY OF BAINBRIDGE ISLAND CIVIL SERVICE COMMISSION

Responsible Department: Executive

Established By: RCW 41.12, Ordinance No. 2011-20 (BIMC 2.28)

Purpose: The Civil Service Commission was created by and functions under the authority of the Revised Code of Washington (RCW) and the Bainbridge Island Municipal Code (BIMC). By law, the Commission is limited to those civil service personnel matters involving police department employees. The Commission is charged with ensuring hiring examination processes are open and competitive at entry and promotional levels. The Commission adopts rules and regulations for the police department's civil service employees. The Commission also handles entry level and promotional examinations, appeals regarding such testing and appeals involving employee discipline.

Scope of Work: The Civil Service Commission shall:

1. Make rules for operation of the civil service system that are consistent with state law;
2. Provide for, develop and hold competitive tests to determine relative qualifications of candidates and, as result of the testing process, prepare eligibility lists;
3. Certify to the appointing authority the name (or names) of the individual(s) ranked highest on the eligibility list;
4. Hear and determine appeals or complaints;
5. Report annually to the City Council prior to the start of the budget process.

Special Qualifications: A person shall be considered eligible for appointment to the Commission if he or she is a citizen of the United States, a resident of the City, and an elector of Kitsap County.

Terms of Service:

- Shall be appointed by the Mayor ~~and confirmed~~ subject to confirmation by the City Council;
- Shall submit a conflict of interest form;
- Shall serve without compensation;
- Shall not be an employee of the City;
- Shall conduct all meetings in compliance with the Open Public Meeting Act, Chapter 42 RCW;
- Shall select from among its members a chairperson and vice-chair for one-year terms at the first regular meeting of the year;
- ~~Prior to the City Council budget process, the chair shall report annually to the City Council;~~
- ~~If a vacancy is created prior to the expiration of any member's term, that vacancy shall be filled by a person appointed by the Mayor and confirmed by the City Council for the remainder of the unexpired term~~ Vacancies created mid-term shall be appointed for the remainder of the unexpired term by the Mayor subject to confirmation by the City Council in accordance with the City's appointment cycle;
- The status of any member who has three consecutive unexcused absences shall be reviewed by the Board and their position may be declared vacant by a 2/3 vote of the Board;

- Members shall be appointed to no more than one Committee, Board, or Commission except for specialized Committees or Task Forces of limited duration;
- Members may be re-appointed to additional terms. ~~Three terms maximum.~~ No member shall serve more than three consecutive terms on any one advisory group unless the City Council determines that special expertise is required or there are no other qualified applicants.

Number of Positions: Five members as established by ordinance.

Length of Term: The term shall be four years, except that the first five members of the Commission shall be appointed for different terms, as follows: three to serve for a period of four years and two to serve for a period of two years.

Term of Office: July 1 through June 30.

Current Member	Position #/ Year(s)	Current Term Ends	Proposed Term Ends
William Foster	1 / 1-year	December 31, 2013	June 30, 2014
Bruce Weiland	2 / 1-year	December 31, 2013	June 30, 2014
Robert Killian	3 / 2-years	December 31, 2015	June 30, 2015
Lynda McMaken	4 / 2-years	December 31, 2015	June 30, 2015
Vacancy	5 / 3-years	December 31, 2015	June 30, 2016

Meetings: Second Thursday of the month, 4 p.m., City Hall.

Advertisements: ~~A call for participation was advertised on May 17 and 24, 2013. Thereafter, a~~ A call for participation will be done annually in April (to fill expired terms) and October (to fill mid-term vacancies).



CITY OF BAINBRIDGE ISLAND COMMUNITY FORESTRY COMMISSION

Responsible Department: Planning and Community Development

Established By: Resolution No. 2003-26

Purpose: The Community Forestry Commission addresses strengthening policies for tree protection and management, provides advice and guidance in integrating forest protection measures.

Scope of Work: The Community Forestry Commission shall:

1. Develop and implement a comprehensive Community Forestry Management Plan that recommends policies and regulations to preserve urban forests in the City;
2. Serve as an advisory board to the City Council on urban forests in the City;
3. Provide a public forum for discussion of issues and ideas related to urban forestry;
4. Coordinate work with other City programs, local agencies and community groups with an interest in forest resource management;
5. Recommend to the City Council sources of revenue to support urban forestry activities and to support the management and enhancement of the City forestry resources;
6. Report annually to the City Council prior to the start of the budget process.

Terms of Service:

- Shall be appointed by the Mayor ~~and confirmed~~ subject to confirmation by the City Council;
- Shall submit a conflict of interest form;
- Shall serve without compensation;
- Shall not be an employee of the City;
- Shall conduct all meetings in compliance with the Open Public Meeting Act, Chapter 42 RCW;
- Shall select from among its members a chairperson at the first regular meeting of the year;
- ~~Prior to the City Council budget process, the chair shall report annually to the City Council;~~
- ~~If a vacancy is created prior to the expiration of any member's term, that vacancy shall be filled by a person appointed by the Mayor and confirmed by the City Council for the remainder of the unexpired term.~~ Vacancies created mid-term shall be appointed for the remainder of the unexpired term by the Mayor subject to confirmation by the City Council in accordance with the City's appointment cycle;
- The status of any member who has three consecutive unexcused absences shall be reviewed by the Commission and their position may be declared vacant by a 2/3 vote of the Commission;
- Members shall be appointed to no more than one Committee, Board, or Commission except for specialized Committees or Task Forces of limited duration;
- Members may be re-appointed to additional terms. ~~Three terms maximum.~~ No member shall serve more than three consecutive terms on any one advisory group unless the City Council determines that special expertise is required or there are no other qualified applicants.

Number of Positions: ~~Nine~~ Five to seven as established by resolution.

Length of Term: Staggered terms of (2) one-year, (2) two-year and (3) three-year with no more than three positions expiring in any given year.

Term of Office: July 1 through June 30.

Current Members	Proposed Position #/ Year(s)	Current Term Ends	Proposed Term Ends
Vacancy	1 / 1-year		June 30, 2014
Vacancy	2 / 1-year		June 30, 2014
Vacancy	3 / 2-years		June 30, 2015
Vacancy	4 / 2-years		June 30, 2015
Vacancy, Debbie Vann	5 / 3-years	July 30, 2013 June 30, 2013	June 30, 2016
Vacancy	6 / 3-years		June 30, 2016
Vacancy	7 / 3-years		June 30, 2016

Meetings: As needed.

Advertisements: ~~A call for participation was advertised on May 17 and 24, 2013. Thereafter, a~~ A call for participation will be done annually in April (to fill expired terms) and October (to fill mid-term vacancies).



CITY OF BAINBRIDGE ISLAND DESIGN REVIEW BOARD

Responsible Department: Planning and Community Development

Established By: Ordinance No. 2011-02 (BIMC 2.14.040)

Purpose: The Design Review Board advises and makes recommendations to the Planning Commission and the Department of Planning and Community Development on commercial, mixed-use land use and Housing Design Demonstration Projects (HDDP) applications, and makes recommendations on changes, amendments and/or additions to the design guidelines.

Scope of Work: The Design Review Board shall:

1. Serve in an advisory capacity to the Planning Director, Hearing Examiner, and Planning Commission, as applicable, regarding site plan and design reviews and conditional use permits that are subject to City-adopted design guidelines;
2. Review and make recommendations to the Planning Commission and the City Council on changes, amendments and/or additions to the design guidelines;
3. Serve in an advisory and review capacity to HDDP applications including those design demonstration project applications involving land subdivision;
4. Such other duties and responsibilities as may be provided by resolution or ordinance of the City Council;
5. Report annually to the City Council prior to the start of the budget process.

Special Qualifications: Board members shall have expertise in the areas of design and construction of development projects. Membership shall include at least one representative with expertise in the following disciplines and/or groups: landscape architecture; urban design; public art committee or local artist; developers; at-large community member; and at least two architects.

Terms of Service:

- Shall be appointed by the Mayor ~~and confirmed~~ subject to confirmation by the City Council;
- Shall submit a conflict of interest form;
- Shall serve without compensation;
- Shall not be an employee of the City;
- Shall conduct all meetings in compliance with the Open Public Meeting Act, Chapter 42 RCW;
- Shall select from among its members a chairperson at the first regular meeting of the year;
- ~~Prior to the City Council budget process, the chair shall report annually to the City Council;~~
- ~~If a vacancy is created prior to the expiration of any member's term, that vacancy shall be filled by a person appointed by the Mayor and confirmed by the City Council for the remainder of the unexpired term~~ Vacancies created mid-term shall be appointed for the remainder of the unexpired term by the Mayor subject to confirmation by the City Council in accordance with the City's appointment cycle;

- The status of any member who has three consecutive unexcused absences shall be reviewed by the Board and their position may be declared vacant by a 2/3 vote of the Board;
- Members shall be appointed to no more than one Committee, Board, or Commission except for specialized Committees or Task Forces of limited duration;
- Members may be re-appointed to additional terms. ~~Three terms maximum.~~ No member shall serve more than three consecutive terms on any one advisory group unless the City Council determines that special expertise is required or there are no other qualified applicants.

Number of Positions: ~~Seven~~ Five to seven as established by ordinance.

Length of Term: Staggered terms of (2) one-year, (2) two-year and (3) three-year with no more than three positions expiring in any given year.

Term of Office: July 1 through June 30.

Current Member	Proposed Position #/ Year(s)	Current Term Ends	Proposed Term Ends
Jason Gibson	1 / 1-year	May 31, 2014	June 30, 2014
Jim McNett	2 / 1-year	May 31, 2014	June 30, 2014
Adrian Sawyer	3 / 2-years	May 31, 2015	June 30, 2015
Vacancy; John Thomas (reapplying)	4 / 2-years	June 30, 2013	June 30, 2015
Vacancy; Alan Grainger (reapplied)	5 / 3-years	June 30, 2013	June 30, 2016
Russ Hamlet	6 / 3-years	September 30, 2015	June 30, 2016
Mark Levine	7 / 3-years	September 30, 2015	June 30, 2016

Meetings: As needed on first and third Monday of every month, 2 p.m., City Hall

Advertisements: ~~A call for participation was advertised on May 17 and 24, 2013. Thereafter, a~~ A call for participation will be done annually in April (to fill expired terms) and October (to fill mid-term vacancies).



CITY OF BAINBRIDGE ISLAND ETHICS BOARD

Responsible Department: Executive

Established By: Ordinance No. 2005-31, Resolution No. 2011-13

Purpose: The Ethics Board was created to help ensure that City government adheres to the highest standards of public service for elected officials and promotes an understanding of ethical principles and standards for all those involved with the City, and the general public.

Scope of Work: The Ethics Board shall:

1. Train elected officials and members of City Committees and Commissions covered by the Ethics Program;
2. Work with City Administration so that major contractors and employees are familiar with the Ethics Program and other applicable City documents regarding ethical behavior;
3. Provide responses to complaints and requests for waivers and advisory opinions regarding the Ethics Program;
4. Report annually to the City Council prior to the start of the budget process.

Terms of Service:

- Shall be appointed by the Mayor ~~and confirmed~~ subject to confirmation by the City Council;
- Shall submit a conflict of interest form;
- Shall serve without compensation;
- Shall not be an employee of the City;
- Shall conduct all meetings in compliance with the Open Public Meeting Act, Chapter 42 RCW;
- Shall select from among its members a chairperson for a one-year term at the first regular meeting of the year. The chair may be re-elected for a second one-year term;
- ~~Prior to the City Council budget process, the chair shall report annually to the City Council;~~
- ~~If a vacancy is created prior to the expiration of any member's term, that vacancy shall be filled by a person appointed by the Mayor and confirmed by the City Council for the remainder of the unexpired term.~~ Vacancies created mid-term shall be appointed for the remainder of the unexpired term by the Mayor subject to confirmation by the City Council in accordance with the City's appointment cycle;
- The status of any member who has three consecutive unexcused absences shall be reviewed by the Board and their position may be declared vacant by a 2/3 vote of the Board;
- Members shall be appointed to no more than one committee, board, or commission except for specialized committees or task forces of limited duration;
- ~~Members may be re-appointed to additional terms. Three terms maximum.~~ No member shall serve more than three consecutive terms on any one advisory group unless the City Council determines that special expertise is required or there are no other qualified applicants.

Number of Positions: Five members as established by resolution.

Length of Term: Staggered terms of (2) one-year, (2) two-year and (1) three-year with no more than three positions expiring in any given year.

Term of Office: July 1 through June 30.

Current Member	Position #/ Year(s)	Current Term Ends	Proposed Term
Erin Thomasson	1 / 1-year	December 31, 2014	June 30, 2014
Joe Honick	2 / 1-year	December 31, 2014	June 30, 2014
Michael Yesley	3 / 2-years	April 30, 2014	June 30, 2015
Dennis Willerford	4 / 2-years	April 30, 2014	June 30, 2015
Susan Buckles	5 / 3-years	December 31, 2014	June 30, 2016

Meetings: Third Monday of every month, 6:30 p.m., Waterfront Park Community Center.

Advertisements: ~~A call for participation was advertised on May 17 and 24, 2013. Thereafter, a~~ A call for participation will be done annually in April (to fill expired terms) and October (to fill mid-term vacancies).



CITY OF BAINBRIDGE ISLAND HARBOR COMMISSION

Responsible Department: Police

Established By: Ordinance No. 99-71 (BIMC 2.46)

Purpose: The Harbor Commission is designated to act on all matters pertaining to the harbors and waters of the City consistent with the provisions of the Bainbridge Island Municipal Code and other direction by the City Council.

Scope of Work: The Harbor Commission shall:

1. Develop and recommend new harbor management policies as needed;
2. Coordinate with appropriate City staff to implement the policies of the Council approved Harbor Management Plan through measures which include, but are not limited to, recommendation of ordinances, regulations, and other means;
3. Seek ways to implement the goals and policies of the Harbor Management Plan through public education and community outreach;
4. Coordinate its work with local, state and federal agencies;
5. Support the management and enhancement of City waters and water dependent and related uses;
6. Such other duties and responsibilities as may be assigned by the City Council;
7. Report annually to the City Council prior to the start of the budget process.

Terms of Service:

- Shall be appointed by the Mayor ~~and confirmed~~ subject to confirmation by the City Council;
- Shall submit a conflict of interest form;
- Shall serve without compensation;
- Shall not be an employee of the City;
- Shall conduct all meetings in compliance with the Open Public Meeting Act, Chapter 42 RCW;
- Shall select from among its members a chairperson for a one-year term at the first regular meeting of the year;
- ~~Prior to the City Council budget process, the chair shall report annually to the City Council;~~
- ~~If a vacancy is created prior to the expiration of any member's term, that vacancy shall be filled by a person appointed by the Mayor and confirmed by the City Council for the remainder of the unexpired term.~~ Vacancies created mid-term shall be appointed by the Mayor subject to confirmation by the City Council in accordance with the City's appointment cycle;
- The status of any member who has three consecutive unexcused absences shall be reviewed by the Commission and their position may be declared vacant by a 2/3 vote of the Commission;
- Members shall be appointed to no more than one Committee, Board, or Commission except for specialized Committees or Task Forces of limited duration;

- Members may be re-appointed to additional terms. ~~Three terms maximum.~~ No member shall serve more than three consecutive terms on any one advisory group unless the City Council determines that special expertise is required or there are no other qualified applicants.

Number of Positions: ~~Seven~~ Five to seven as established ordinance.

Length of Term: Staggered terms of (2) one-year, (2) two-year and (3) three-year with no more than three positions expiring in any given year.

Term of Office: July 1 through June 30.

Current Member	Position #/ Year(s)	Current Term Ends	Proposed Term Ends
Tina Ingalls	1 / 1-year	September, 30, 2014	June 30, 2014
Dave Kircher	2 / 1-year	September 30, 2014	June 30, 2014
Bob Wise	3 / 2-years	February 28, 2015	June 30, 2015
Vacancy; Sandra Davis (reapplied)	4 / 2-years	June 30, 2013	June 30, 2015
Vacancy; Mark Leese (reapplied)	5 / 3-years	June 30, 2013	June 30, 2016
Vacancy	6 / 3-years		June 30, 2016
Vacancy	7 / 3-years		June 30, 2016

Meetings: Fourth Tuesday of every month, 5 p.m., Waterfront Park Community Center (unless otherwise noticed)

Advertisements: ~~A call for participation was advertised on May 17 and 24, 2013. Thereafter, a~~ A call for participation will be done annually in April (to fill expired terms) and October (to fill mid-term vacancies).



CITY OF BAINBRIDGE ISLAND HISTORIC PRESERVATION COMMISSION

Responsible Department: Planning and Community Development

Established By: Ordinance No. 2011-02 (BIMC 18.24)

Purpose: The City Council assigns to the Historic Preservation Commission the responsibility to provide the process and standards for identifying, evaluating and protecting historic resources within the City, and for preserving and rehabilitating eligible historic properties within the City for future generations through a special valuation tax incentive.

Scope of Work: The Historic Preservation Commission shall:

1. Establish, maintain and periodically update a local historic inventory;
2. Establish and maintain the local register of historic places;
3. Review nominations and make recommendations to the City Council designating properties for listing on the local register;
4. Participate in the review process for nominations to the National Register of properties;
5. Review proposals to construct or reconstruct upon, change the use of, alter, restore, remodel, repair, move or demolish properties on the local register;
6. Provide resources and advocacy for historic preservation consistent with comprehensive plan policy HP 1.2;
7. Serve as the local review board for the special valuation of historic property, and in that capacity, determine and monitor the eligibility of historic property for special valuation;
8. Report annually to the City Council prior to the start of the budget process.

Special Qualifications: The Commission shall include at least three members who have experience in identifying, evaluating and protecting historic resources and who are selected from among the disciplines of history, architecture, landscape architecture, architectural history, historic preservation, planning, cultural anthropology, archaeology, biology, geography, cultural geography, American studies, law, and real estate, referred to as the "professional positions." An action taken by the Commission shall not be invalid due to the temporary vacancy of any or all of the professional positions, unless the certification agreement between the City and the State Historic Preservation Office (SHPO) provides otherwise. All members of the commission must have a demonstrated interest and competence in historic preservation and possess qualities of impartiality and broad judgment.

Terms of Service:

- Shall be appointed by the Mayor ~~and confirmed~~ subject to confirmation by the City Council;
- Shall submit a conflict of interest form;
- Shall serve without compensation;
- Shall not be an employee of the City;
- Shall conduct all meetings in compliance with the Open Public Meeting Act, Chapter 42 RCW;

- Shall select from among its members a chairperson for a one-year term at the first regular meeting of the year;
- ~~Prior to the City Council budget process, the chair shall report annually to the City Council;~~
- ~~If a vacancy is created prior to the expiration of any member's term, that vacancy shall be filled by a person appointed by the Mayor and confirmed by the City Council for the remainder of the unexpired term.~~ Vacancies created mid-term shall be appointed by the Mayor subject to confirmation by the City Council in accordance with the City's appointment cycle;
- The status of any member who has three consecutive unexcused absences shall be reviewed by the Commission and their position may be declared vacant by a 2/3 vote of the Commission;
- Members shall be appointed to no more than one Committee, Board, or Commission except for specialized Committees or Task Forces of limited duration;
- Members may be re-appointed to additional terms. ~~Three terms maximum.~~ No member shall serve more than three consecutive terms on any one advisory group unless the City Council determines that special expertise is required or there are no other qualified applicants.

Number of Positions: ~~Seven~~ Five to seven as established by ordinance.

Length of Term: Staggered terms of (2) one-year, (2) two-year and (3) three-year with no more than three positions expiring in any given year.

Term of Office: July 1 through June 30.

Current Member	Proposed Position # / Year(s)	Current Term Ends	Proposed Term Ends
Stephanie Hanna	1 / 1-year	August 31, 2014	June 30, 2014
Brandon Hogg	2 / 1-year	April 30, 2015	June 30, 2014
Marcia Montgomery	3 / 2-years	April 30, 2015	June 30, 2015
Will Shopes	4 / 2-years	April 30, 2015	June 30, 2015
Glenn Hartmann	5 / 3-years	August 31, 2014	June 30, 2016
Joyce Lhamon	6 / 3-years	April 30, 2015	June 30, 2016
Vacancy; Dave Williams (reapplied)	7 / 3-years	April 30, 2013	June 30, 2016

Meetings: Second Monday of every month, 2 p.m, City Hall.

Advertisements: ~~A call for participation was advertised on May 17 and 24, 2013. Thereafter, a~~ A call for participation will be done annually in April (to fill expired terms) and October (to fill mid-term vacancies).



CITY OF BAINBRIDGE ISLAND NON-MOTORIZED TRANSPORTATION ADVISORY COMMITTEE

Responsible Department: Public Works and Planning Department

Established By: Resolution No. 2010-34

Purpose: The goal of the Non-Motorized Transportation Advisory Committee (NMTAC) is to work with neighborhood groups and City staff to implement the Non-Motorized Transportation Plan and advocate for non-motorized transportation facilities, including the funding for such facilities and promotional or educational programs encouraging non-motorized transportation. The NMTAC will advocate for and ensure implementation of the Non-Motorized Transportation Plan, including, but not limited to, the recognition and integration of the federal, state and local emphasis on active and recreational transportation, the reduction of greenhouse gas emissions and the linkage of communities through regional connectivity.

Scope of Work:

Coordination efforts by the NMTAC will include, but not be limited to:

1. Provide general guidance and recommendations to the City Manager, City Council, Planning Commission and appropriate City staff regarding non-motorized facilities;
2. Advocate for incorporation of active and recreational transportation systems in collaboration with appropriate City staff;
3. Review proposed non-motorized projects, including receiving and incorporating input from appropriate City staff and the public;
4. Review proposed projects for local and regional connectivity and design standards;
5. Review plans for subdivisions, district public facilities (schools, parks, fire stations, community centers, etc), Housing Development Demonstration Projects (HDDP), and mixed-use commercial projects to advocate for incorporation of active and recreational transportation systems;
6. Consult with and make recommendations to the City Manager, City Council, Planning Commission and appropriate City staff regarding non-motorized facilities;
7. Report annually to the City Council prior to the start of the budget process.

Implementation activities by NMTAC will include, but not be limited to:

1. Assist the City in review and delivery of proposed non-motorized projects;
2. Assist the City in soliciting public comment on proposed facility designs and routes and will provide the Public Works and Planning Departments with the input received;
3. At the time the City identifies a non-motorized facilities project, NMTAC will encourage neighborhood residents, facility users and the larger community to become involved in the design process.
4. In collaboration with appropriate City staff, the NMTAC will facilitate and coordinate volunteer building efforts such as trails and separated paths.

Terms of Service:

- Shall be appointed by the Mayor subject to confirmation by the City Council;
- Shall submit a conflict of interest form;
- Shall serve without compensation;
- Shall not be an employee of the City;
- Shall conduct all meetings in compliance with the Open Public Meeting Act, Chapter 42 RCW;
- Shall select from among its members a chairperson for a one-year term at the first regular meeting of the year;
- ~~Prior to the City Council budget process, the chair shall report annually to the City Council;~~
- ~~If a vacancy is created prior to the expiration of any member's term, that vacancy shall be filled by a person appointed by the Mayor and confirmed by the City Council for the remainder of the unexpired term.~~ Vacancies created mid-term shall be appointed by the Mayor subject to confirmation by the City Council in accordance with the City's appointment cycle;
- The status of any member who has three consecutive unexcused absences shall be reviewed by the Committee and their position may be declared vacant by a 2/3 vote of the Committee;
- Members shall be appointed to no more than one Committee, Board, or Commission except for specialized Committees or Task Forces of limited duration;
- Members may be re-appointed to additional terms. ~~Three terms maximum.~~ No member shall serve more than three consecutive terms on any one advisory group unless the City Council determines that special expertise is required or there are no other qualified applicants.

Number of Positions: ~~Nine to Eleven.~~ Five to seven as established by resolution. In addition, the Bainbridge Island Metropolitan Park and Recreation District (BIMPRD) and the Bainbridge Island School District (BISD) have expressed a desire to provide liaisons to the committee. Liaisons will be non-voting members and may have elected officials and/or staff members selected by BIMPRD and BISD, respectfully.

Length of Term: Staggered terms of (2) one-year, (2) two-year and (3) three-year with no more than three positions expiring in any given year.

Term of Office: July 1 through June 30.

Current Member	Proposed Position #/Year(s)	Current Term Ends	Proposed Term
Vacancy	1 / 1-year		June 30, 2014
Lief Horwitz	2 / 1-year	January 31, 2016	June 30, 2014
Vacancy; Laurie Rice	3 / 2-years	September 8, 2013 <u>June 30, 2013</u>	June 30, 2015
Vacancy; Don Willott	4 / 2-years	September 8, 2013 <u>June 30, 2013</u>	June 30, 2015
Alyse Nelson	5 / 3-years	June 30, 2015	June 30, 2016
Sidney Snyder	6 / 3-years	January 31, 2016	June 30, 2016
Vacancy; John Grinter (not reapplying)	7 / 3-years	September 8, 2013 <u>June 30, 2013</u>	June 30, 2016

Meetings: First Monday of each month, 6 p.m., Location TBD.

Advertisements: ~~A call for participation was advertised on May 17 and 24, 2013. Thereafter, a~~ A call for participation will be done annually in April (to fill expired terms) and October (to fill mid-term vacancies).

DRAFT



CITY OF BAINBRIDGE ISLAND PLANNING COMMISSION

Responsible Department: Planning and Community Development

Established By: RCW 35A.63, Ordinance No. 2011-02 (BIMC 2.14.020)

Purpose: The Planning Commission serves as an advisory body to the City Council, and provides recommendations to the Planning Director, Hearing Examiner and/or the City Council. The Commission's role can be to consider legislative, as well as quasi-judicial matters, depending upon the action before it. Pursuant to Chapter 35A.63 RCW, the commission has primary responsibility for preparing, reviewing and updating the Comprehensive Plan.

Scope of Work: The Planning Commission shall:

1. Participate in the preparation and review of the Comprehensive Plan;
2. Review and make recommendations on all applications for amendments to the Comprehensive Plan, official zoning map and official zoning ordinance;
3. Such other advisory duties as may be assigned to it by the City Council or as specified in the Bainbridge Island Municipal Code (BIMC);
4. Create the Planning Commission agenda per the Planning Director's recommendation;
5. Report annually to the City Council prior to the start of the budget process.

Special Qualifications: The Commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Each Commissioner shall endeavor to understand and agree to uphold the Comprehensive Plan.

Term of Service:

- Shall be appointed by the Mayor and ~~confirmed~~ subject to confirmation by the City Council;
- Shall submit a conflict of interest form;
- Shall serve without compensation;
- Shall not be an employee of the City;
- Shall conduct all meetings in compliance with the Open Public Meeting Act, Chapter 42 RCW;
- Shall select from among its members a chairperson and vice-chair for one-year terms at the first regular meeting of the year;
- ~~Prior to the City Council budget process, the chair shall report annually to the City Council;~~
- ~~If a vacancy is created prior to the expiration of any member's term, that vacancy shall be filled by a person appointed by the Mayor and confirmed by the City Council for the remainder of the unexpired term.~~ Vacancies created mid-term shall be appointed by the Mayor subject to confirmation by the City Council in accordance with the City's appointment cycle;
- The status of any member who has three consecutive unexcused absences shall be reviewed by the Commission and their position may be declared vacant by a 2/3 vote of the Commission;

- Members shall be appointed to no more than one Committee, Board, or Commission except for specialized Committees or Task Forces of limited duration;
- Members may be re-appointed to additional terms. ~~Three terms maximum.~~ No member shall serve more than three consecutive terms on any one advisory group unless the City Council determines that special expertise is required or there are no other qualified applicants.

Number of Positions: Seven as established by ordinance.

Length of Term: Staggered terms of (2) one-year, (2) two-year and (3) three-year with no more than three positions expiring in any given year.

Terms of Office: July 1 through June 30.

Current Members	Proposed Position #/ Year(s)	Current Term Ends	Proposed Term Ends
Michael Lewars	1 / 1-year	January 31, 2014	June 30, 2014
Mack Pearl	2 / 1-year	January 31, 2014	June 30, 2014
Maradel Gale	3 / 2-years	December 31, 2015	June 30, 2015
Jon Quitslund	4 / 2-years	January 31, 2015	June 30, 2015
Scott Hicks	5 / 3-years	December 31, 2015	June 30, 2016
Kate Kelly	6 / 3-years	January 31, 2015	June 30, 2016
Vacancy	7 / 3-years		June 30, 2016

Meetings: Second and fourth Thursday of each month, 7 p.m., City Hall.

Advertisements: ~~A call for participation was advertised on May 17 and 24, 2013. Thereafter, a~~ A call for participation will be done annually in April (to fill expired terms) and October (to fill mid-term vacancies).



CITY OF BAINBRIDGE ISLAND ROAD ENDS COMMITTEE

Responsible Departments: Planning and Community Development and Public Works Department

Established By: Resolution Nos. 92-35, 96-44, 99-36

Purpose: The Road Ends Committee working in collaboration with the City, shall implement recommendations for the appropriate utilization of road ends.

Scope of Work: The Road Ends Committee shall:

1. ~~Make~~ Develop recommendations for the ~~action~~ annual road ends work plans in collaboration with appropriate City Manager staff;
2. Work with appropriate City Manager staff to assist and support successful and timely completion of Council approved work plan, prioritized list of recommended projects and plans within the resources available to the City;
3. Work with the City Manager or his/her designee ~~who will serve as advisor to the Committee~~ to ensure that all recommendations are feasible and comply with the plans and regulations of concerned jurisdictions;
4. Promote and coordinate opportunities to develop individual sites as appropriate circumstances occur;
5. Enlist volunteers, neighborhood members, and community organizations to assist with the implementation of the approved plan and/or project adopted by the City Council;
6. Report annually to the City Council prior to the start of the budget process.

Terms of Service:

- Shall be appointed by the Mayor ~~and confirmed~~ subject to confirmation by the City Council;
- Shall submit a conflict of interest form;
- Shall serve without compensation;
- Shall not be an employee of the City;
- Shall conduct all meetings in compliance with the Open Public Meeting Act, Chapter 42 RCW;
- Shall select from among its members a chairperson at the first regular meeting of the year;
- ~~Prior to the City Council budget process, the chair shall report annually to the City Council;~~
- ~~If a vacancy is created prior to the expiration of any member's term, that vacancy shall be filled by a person appointed by the Mayor and confirmed by the City Council for the remainder of the unexpired term~~ Vacancies created mid-term shall be filled by a person appointed by the Mayor subject to confirmation by the City Council in accordance with the City's appointment cycle;

- The status of any Committee Member who has three consecutive unexcused absences shall be reviewed by the Committee and their position may be declared vacant by a 2/3 vote of the Committee Members;
- Members shall be appointed to no more than one Committee, Board, or Commission except for specialized Committees or Task Forces of limited duration;
- Members may be re-appointed to additional terms. ~~Three terms maximum.~~ No member shall serve more than three consecutive terms on any one advisory group unless the City Council determines that special expertise is required or there are no other qualified applicants.

Number of Positions: ~~Seven~~ Five to seven as established by resolution.

Length of Term: Staggered terms of (2) one-year, (2) two-year and (3) three-year with no more than three positions expiring in any given year.

Terms of Office: July 1 through June 30.

Current Member	Proposed Position #/ Year(s)	Current Term Ends	Proposed Term Ends
Eric Hoyte	1 / 1-year	June 30, 2016	June 30, 2014
Jack Christensen	2 / 1-year	June 30, 2016	June 30, 2014
Don Fisher	3 / 2-years	June 30, 2016	June 30, 2015
Vince Larson	4 / 2-years	June 30, 2016	June 30, 2015
Roger van Gelder	5 / 3-years	June 30, 2016	June 30, 2016
Bitsy Ostenson	6 / 3-years	June 30, 2016	June 30, 2016
Greg Spils	7 / 3-years	June 30, 2016	June 30, 2016

Meetings: Second Monday of every month, 4 p.m, City Hall

Advertisements: ~~A call for participation was advertised on May 17 and 24, 2013. Thereafter, a~~ A call for participation will be done annually in April (to fill expired terms) and October (to fill mid-term vacancies).



CITY OF BAINBRIDGE ISLAND SALARY COMMISSION

Responsible Department: Executive

Established By: RCW 35.21.015, Ordinance No. 2007-15 (BIMC 2.74)

Purpose: Review and recommend elected officials salaries.

Scope of Work: The Salary Commission shall:

1. At such intervals as determined by the Commission, review salaries paid by the City to each elected City official. If, after such review, the Commission determines that the salary paid to any elected City official should be increased or decreased, the Commission shall file a written salary schedule with the City Clerk indicating the increase or decrease in salary;
2. Any increase or decrease in salary established by the Commission shall become effective and incorporated into the City budget without further action of the City Council or the Commission;
3. Salary increases established by the Commission shall be effective as to all City elected officials, regardless of their terms of office;
4. Salary decreases established by the commission shall become effective as to incumbent City-elected officials at the commencement of their next subsequent terms of office.
5. Report annually to the City Council prior to the start of the budget process.

Terms of Service:

- Shall be appointed by the Mayor ~~and confirmed~~ subject to confirmation by the City Council;
- Shall submit a conflict of interest form;
- Shall serve without compensation;
- Shall not be an employee of the City;
- Shall conduct all meetings in compliance with the Open Public Meeting Act, Chapter 42 RCW;
- Shall select from among its members a chairperson for a one-year term at the first regular meeting of the year;
- ~~Prior to the City Council budget process, the chair shall report annually to the City Council;~~
- ~~If a vacancy is created prior to the expiration of any member's term, that vacancy shall be filled by a person appointed by the Mayor and confirmed by the City Council for the remainder of the unexpired term~~ Vacancies created mid-term shall be filled by a person appointed by the Mayor subject to confirmation by the City Council in accordance with the City's appointment cycle;
- Members may be re-appointed to no more than two terms (per RCW 35.21.015(2)(b))
- Members shall be appointed to no more than one committee, board, or commission except for specialized committees or task forces of limited duration;

Number of Positions: ~~Seven~~ Five to seven as established by ordinance.

Length of Term: Staggered terms of (2) one-year, (2) two-year and (3) three-year with no more than

three positions expiring in any given year.

Term of Office: July 1 through June 30.

Current Member	Proposed Position #/ Year(s)	Current Term Ends	Proposed Term Ends
Vacancy; Dick Daniel	1 / 1-year	September 30, 2013 June 30, 2013	June 30, 2014
Vacancy; Mark Jones	2 / 1-year	September 30, 2013 June 30, 2013	June 30, 2014
Vacancy;	3 / 2-years		June 30, 2015
Vacancy; Scott Manson	4 / 2-years	September 30, 2012	June 30, 2015
Vacancy; Mark Scott	5 / 3-years	September 30, 2013 June 30, 2013	June 30, 2016
Vacancy;	6 / 3-years		June 30, 2016
Vacancy;	7 / 3-years		June 30, 2016

Meetings: Currently not meeting.

Advertisements: A call for participation was advertised on May 17 and 24, 2013. Thereafter, a A call for participation will be done annually in April (to fill expired terms) and October (to fill mid-term vacancies).



CITY OF BAINBRIDGE ISLAND UTILITY ADVISORY COMMITTEE

Responsible Department: Finance Department and Public Works Department

Established By: Ordinance No. 2010-27 (BIMC 2.33)

Purpose: The Utility Advisory Committee shall act in an advisory capacity to the City Council with respect to issues relevant to the operation and management policies of the City's water, sanitary sewer, storm water and other utilities.

Scope of Work: The Utility Advisory Committee shall:

1. Consult with and make recommendations to the City Council regarding such utility-related matters as the City Council or the Committee deems appropriate;
2. Give advisory recommendations to the City Council on matters relating to the City's water, sanitary sewer, and storm water utility policy and operation;
3. Consult with and make recommendations to the City Council regarding utility rates, rate structures and other charges made to water, sanitary sewer, and storm water utility customers;
4. Consult with and make recommendations to the City Council, give advisory recommendations to the City Council relative to the planning for, financing, operation and maintenance of water, sanitary sewer, and storm water utility capital facilities;
5. Keep the City Council regularly informed of activities of the committee in a timely manner;
6. Report annually to the City Council prior to the start of the budget process.

Terms of Service:

- Shall be appointed by the Mayor ~~and confirmed~~ subject to confirmation by the City Council;
- Shall submit a conflict of interest form;
- Shall serve without compensation;
- Shall not be an employee of the City;
- Shall conduct all meetings in compliance with the Open Public Meeting Act, Chapter 42 RCW;
- Shall select from among its members a chairperson and vice-chair for one-year terms at the first regular meeting of the year;
- ~~Prior to the City Council budget process, the chair shall report annually to the City Council;~~
- ~~If a vacancy is created prior to the expiration of any member's term, that vacancy shall be filled by a person appointed by the Mayor and confirmed by the City Council for the remainder of the unexpired term.~~ Vacancies created mid-term shall be appointed for the remainder of the unexpired term by the Mayor subject to confirmation by the City Council in accordance with the City's appointment cycle;
- The status of any member who has three consecutive unexcused absences shall be reviewed by the Committee and their position may be declared vacant by a 2/3 vote of the Committee;
- Members shall be appointed to no more than one Committee, Board, or Commission except for specialized Committees or Task Forces of limited duration;

- Members may be re-appointed to additional terms. ~~Three terms maximum.~~ No member shall serve more than three consecutive terms on any one advisory group unless the City Council determines that special expertise is required or there are no other qualified applicants.

Number of Positions: ~~A minimum of seven five and no more than nine seven members.~~ Five to seven as established by ordinance.

Length of Term: Staggered terms of (2) one-year, (2) two-year and (3) three-year with no more than three positions expiring in any given year.

Term of Office: July 1 through June 30.

Current Member	Position #/Year(s)	Proposed Current Term Ends	Proposed Term
Andy Maron	1 / 1-year	May 31, 2014	June 30, 2014
Vacancy; Doug Dow (<i>not reapplying</i>)	2 / 1-year	June 30, 2013	June 30, 2014
Arlene Buetow	3 / 2-years	June 30, 2015	June 30, 2015
Jeff Kanter	4 / 2-years	June 30, 2015	June 30, 2015
Vacancy; Eric Turloff (<i>reapplied</i>)	5 / 3-years	June 30, 2013	June 30, 2016
Vacancy	6 / 3-years		June 30, 2016
Vacancy	7 / 3-years		June 30, 2016

Meetings: Second and fourth Thursday of each month, 7 p.m., City Hall.

Advertisements: ~~A call for participation was advertised on May 17 and 24, 2013. Thereafter, a~~ A call for participation will be done annually in April (to fill expired terms) and October (to fill mid-term vacancies).