



**REGULAR CITY COUNCIL STUDY SESSION
WEDNESDAY, DECEMBER 4, 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. SWEARING IN CEREMONY

7:10 PM Municipal Court Judge Sara L. McCulloch

4. STAFF INTENSIVE

7:25 PM

A. Subject: West Sound Water Type Assessment Program Information – 10 min.

Discussion Leader: Kathy Peters, West Sound Watershed Salmon Recovery

Discussion Goal: Information.

B. Subject: Fletcher Landing Road End Project Update, AB 13-174 – 10 min.

Discussion Leader: Planning

Discussion Goal: Information.

C. Subject: Resolution No. 2013-22, Ratifying 2013 Changes to the Kitsap County-Wide Planning Policies, AB 13-166 – 10 min.

Discussion Leader: Planning

Discussion Goal: Consider forwarding to the December 11, 2013 consent agenda.

D. Subject: Financial Systems Replacement Update – 10 min.

Discussion Leader: Executive

Discussion Goal: Information.

E. Subject: Rockaway Beach Road Stabilization Project, Construction Supplement Amendment No. 4, AB 11-061 – 5 min.

Discussion Leader: Public Works

Discussion Goal: Consider forwarding to the December 11, 2013 consent agenda.

F. Subject: Wardwell Road Drainage Design, Professional Services Agreement Information, AB 13-168 – 5 min.

Discussion Leader: Public Works

Discussion Goal: Consider forwarding to the December 11, 2013 consent agenda.

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



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

G. Subject: Yeomalt Area Drainage Phase I Design, Professional Services Agreement Information, AB 13-169 – 5 min.

Discussion Leader: Public Works

Discussion Goal: Consider forwarding to the December 11, 2013 consent agenda.

H. Subject: Road Rating Services Contract Information, AB 13-170 – 5 min.

Discussion Leader: Public Works

Discussion Goal: Consider forwarding to the December 11, 2013 consent agenda.

I. Subject: Biosolids Disposal Contract Amendment No.1, AB 12-057 –5 min.

Discussion Leader: Public Works

Discussion Goal: Consider forwarding to the December 11, 2013 consent agenda.

J. Subject: Road Spoils Disposal Services Contract Amendment No. 1, AB 12-065 – 5 min.

Discussion Leader: Public Works

Discussion Goal: Consider forwarding to the December 11, 2013 consent agenda.

K. Subject: Contracts for Legal Services and Prosecution Services with the Kitsap County Prosecutor's Office Information, AB 13-165 – 5 min.

Discussion Leader: Executive

Discussion Goal: Consider forwarding to the December 11, 2013 consent agenda.

L. Subject: Overview of Public Art Program and Policy Issues Related to Funding, AB 13-148– 15 min.

Discussion Leader: Executive

Discussion Goal: Information.

M. Subject: Preliminary Report on 2013 Workplan Priorities and Results, AB 13-175 – 15 min.

Discussion Leader: Executive

Discussion Goal: Information.

N. Subject: Overview of 2014 Organizational Changes, AB 13-176 – 15 min.

Discussion Leader: Executive

Discussion Goal: Information.

5. COUNCIL DISCUSSION

9:35 PM

A. Subject: Non-Motorized Transportation Advisory Committee Re-Appointment and Appointments, AB 13-167 – 10 min. **(Pg.)**

Discussion Leader: Mayor Bonkowski

Discussion Goal: Consider approval.

6. CITY MANAGER'S REPORT

9:45 PM

7. COMMITTEE REPORTS

9:50 PM

8. REVIEW OF UPCOMING COUNCIL MEETING AGENDAS

9:55 PM

9. FOR THE GOOD OF THE ORDER

10:00 PM

10. ADJOURNMENT

10:05 PM



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CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Fletcher Landing Road End Project Update	Date: December 4, 2013
Agenda Item: Staff Intensive	Bill No.: 13-174
Proposed By: Deputy Manager Morgan Smith & Planner Sean Conrad	

BUDGET INFORMATION

Depart/Fund:

Expenditure Req:	Budgeted? ☐ Yes ☐ No	Budget Amend. Req? ☐ Yes ☐ No
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REFERRALS/REVIEW

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

Action Item: Provide an update to the Council and community on the Fletcher Landing Road End project, including a community outreach plan and draft time line for permit approval and completion of the improvements for Fletcher Landing.

Background:

Please see the attached staff memo for additional information.

RECOMMENDED ACTION

Information only.

City of Bainbridge Island
PLANNING & COMMUNITY DEVELOPMENT



MEMORANDUM

TO: City Council
FROM: Sean Conrad, Planner
Morgan Smith, Deputy City Manager
DATE: December 4, 2013
RE: Update on Fletcher Landing Road End Project

Fletcher Landing is a 40-foot wide road end located on the south side of Fletcher Bay. The landing has been a point of discussion with the Road Ends Committee and neighborhood for years as to whether the landing should be improved and what those improvements should be. Although a plan was developed by the Road Ends Committee years ago, a legal dispute placed a hold on any improvements to the landing. Now that the legal dispute has been settled, staff from the Planning and Public Works Department have been given the opportunity to work with the Road Ends Committee to identify the improvements for the landing and obtain the necessary permits to make the improvements a reality.

The first step towards improving the landing is a community outreach plan that includes meetings with the Road Ends Committee and the Fletcher Bay neighborhood. The proposed outreach plan encourages participation and input from both the immediate neighborhood and the larger Island-wide community. To accomplish this, two public meetings are proposed for Tuesday, January 21st and Thursday, January 23rd. Following these public meetings, the goals and concerns of the public will be discussed with the Road Ends Committee. The Committee will then develop one or more improvement plans for Fletcher Landing based on the Committee's input and the comments received from the public. Subsequent public meetings to discuss the draft improvement plan are tentatively scheduled for March, 2014.

Following the meetings in March, the Road Ends Committee would affirm the proposed plans for Fletcher Landing. This plan would then be forwarded to the City Council in April or possibly May, so that the Council may review and approve the improvements to occur at Fletcher Landing. Staff would then begin work on permitting and implementing the approved plan for Fletcher Landing. A draft time line for permit approval and completion of the improvements for Fletcher Landing has the work completed by the fall of 2015.

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Resolution 2013-22, Ratifying 2013 Changes to the Kitsap County-Wide Planning Policies	Date: December 4, 2013
Agenda Item: Staff Intensive	Bill No.: 13-166
Proposed By: Planning Director Kathy Cook	

BUDGET INFORMATION

Depart/Fund:

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

REFERRALS/REVIEW

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

DESCRIPTION/SUMMARY

Action Item: Discuss Resolution 2013-32, which ratifies the 2013 amendments to the Kitsap County Countywide Planning Policies, in the form approved by the Executive Board of the Kitsap Regional Coordinating Council (KRCC) on September 24, 2013. Consider forwarding to the December 11, 2013 consent agenda.

Background:

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

In 2013 the KRCC initiated another update of the CPPs to address required changes in two policy areas:

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

The 2013 update process included the KRCC Planning Directors Forum (Kitsap County and the cities of Bainbridge Island, Bremerton, Port Orchard and Poulsbo) as well as representatives of KRCC, the Tribes and the Puget Sound Regional Council. The KRCC Executive Board approved the 2013 updates to the CPPs on September 24, 2013, and is requesting that the Cities and Tribes ratify the updates prior to the end of the year. More information is provided in the attached staff memo.

RECOMMENDED ACTION

Motion:

I move to forward Resolution 2013-22, Ratifying 2013 Changes to the Kitsap County-Wide Planning Policies, to the December 11, 2013 consent agenda.

City of Bainbridge Island
PLANNING & COMMUNITY DEVELOPMENT



MEMORANDUM

TO: City Council
City Manager Doug Schulze

FROM: Kathy Cook
Planning Director

DATE: December 4, 2013

RE: Resolution 2013-22

Background

The agenda for the December 4 City Council meeting includes a study session on the attached Resolution 2013-22, which ratifies the 2013 amendments to the Kitsap County Countywide Planning Policies, in the form approved by the Executive Board of the Kitsap Regional Coordinating Council (KRCC) on September 24, 2013.

As required by the Growth Management Act, Kitsap County adopted County-wide Planning Policies (CPPs) in 1992 that are intended to establish a county-wide framework from which the County and cities' comprehensive plans are developed and adopted. The KRCC is required to periodically update the CPPs; the last update was completed in 2011.

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The 2013 update process included the KRCC Planning Directors Forum (Kitsap County and the cities of Bainbridge Island, Bremerton, Port Orchard and Poulsbo) as well as representatives of KRCC, the tribes and the Puget Sound Regional Council. For more information on the update process, please refer to Attachment A.

Required Update to Appendix B: Countywide Population Distribution to 2035

Jurisdictions planning under the State Growth Management Act are required to plan for population growth within the Office of Financial Management's projected growth range as the basis for individual jurisdictions' Comprehensive Plan updates. Kitsap County's adopted growth targets are included in the CPPs, which were last updated in 2011. At that time, the countywide 2025 population projection was not changed from the 2004/2007 projections, because it was anticipated that the federal census data would be available in the short-term.

The next required update for Kitsap County jurisdictions' Comprehensive Plan is in 2016 for a 2035 planning horizon. The Growth Management Act allows counties to select the growth target within the OFM range that best reflects local conditions and policy intentions. Therefore, a primary purpose of the 2013 CPP update was to determine the appropriate 2035 growth targets for Kitsap County and its four cities. After much deliberation, the KRCC Planning Directors Forum recommended extending the adopted 2025 population projection out to 2035, which represents a net decrease in planned population. The reasoning behind the recommendation from the KRCC Planning Directors Forum, including consistency with the Puget Sound Regional Council's growth strategy, is provided in Attachment B. A comparison of the new Appendix B (Kitsap County Population Distribution: 2010-2035) and the previous Appendix B (Population Distribution: 2005-2025) is included as Attachment C.

Required Update to Policy Element G: Siting Public Capital Facilities

The GMA requires local governments to inventory existing capital facilities owned by public entities, to identify locations and to determine capacities to meet future demand for growth without decreasing levels of service. Examples of public capital facilities include solid and hazardous waste handling facilities, regional water supply inter-tie facilities, airports, educational facilities, local correctional facilities, and government buildings that serve Kitsap County as a whole.

This revision to the CPPs clarifies that essential public facilities that are of a countywide or statewide nature, and that are evaluated through a state or regional siting process, do not have to comply with the local siting process set forth in the Element G of the CPPs. This is a mandatory change that responds to Resolution 2012-01, passed by the KRCC on February 7, 2012.

For more information on the required update to Element G, please refer to Attachment D.

Action Required of the Council

KRCC is asking that the cities and tribes ratify the 2013 changes to the Countywide Planning Policies before the end of the year. Upon ratification, the County will adopt the implementing ordinance. A copy of the draft ordinance is included as Attachment E.

Approval of Resolution 2013-22 is scheduled for the consent agenda at the Council's December 11 meeting.

Please note that a complete set of the Countywide Planning Policies is available upon request.

Attachments

- A. 2013 Kitsap Countywide Planning Policy Update Schedule**
- B. Kitsap County Population Projections 2010-2035, Recommendation from KRCC Planning Directors Forum**
- C. Comparison of 2013 Population Distribution and 2011 Population Distribution**
- D. Kitsap Countywide Planning Policy Element G: Siting Public Facilities**
- E. Draft County Ordinance, adopting the 2013 CPP Revisions**

RESOLUTION NO. 2013-22

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

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

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

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

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

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

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

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

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

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

APPROVED by the Mayor this ____ of December, 2013.

Steven Bonkowski, Mayor

ATTEST/AUTHENTICATE:

Rosalind D. Lassoff, City Clerk

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



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2013 Kitsap Countywide Planning Policy (CPP) Update Schedule

Adopted by the KRCC Executive Board: May 28, 2013

May 28 ✓	KRCC Executive Board Study Session: Countywide Planning Policy Workshop Review 2010 – 2035 Population Distribution, & other policy changes.
June 25 ✓	KRCC Executive Board: Action Release proposed revisions for public / State agency comment
June 26 (through August 26) ✓	Submit for 60 day Agency Review: - WA State agencies (<i>Dept.'s of Commerce, Corrections, Health, Fish & Wildlife, Ecology, Social & Health Services, Transportation and Archaeology & Historic Preservation; Puget Sound Partnership; WA State Dept. of Natural Resources; Recreation & Conservation Office; Parks & Recreation Commission</i>): 0 Comments Received - KRCC Member Agencies: 0 Comments Received - Puget Sound Regional Council: 1 Comment Received
July 23 ✓	KRCC Executive Board: Action - End Public Comment Period: 0 Comments Received - Public Hearing: 0 Comments Received
Sept 17 ✓	Planning Directors: Review public & state agency comments; prepare final proposed CPP updates
Sept 24 ✓	KRCC Executive Board: Action Recommend proposed updates to Kitsap County for adoption & Cities/Tribes for ratification
October to December	Cities & Tribes: Provisional Ratification Councils take action that will come into effect after County adoption by ordinance
	Kitsap County: Adoption Process SEPA checklist, public hearing, Planning Commission, adoption by ordinance



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Kitsap County Population Projections: 2010-2035 Recommendation from the KRCC Planning Directors Forum May 28, 2013

Planning Within the Growth Management Act

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

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

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

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

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

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

Proposed Kitsap Approach to Population Distribution

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

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

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

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

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

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

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

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

Kitsap County population growth control total calculation is illustrated below:

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

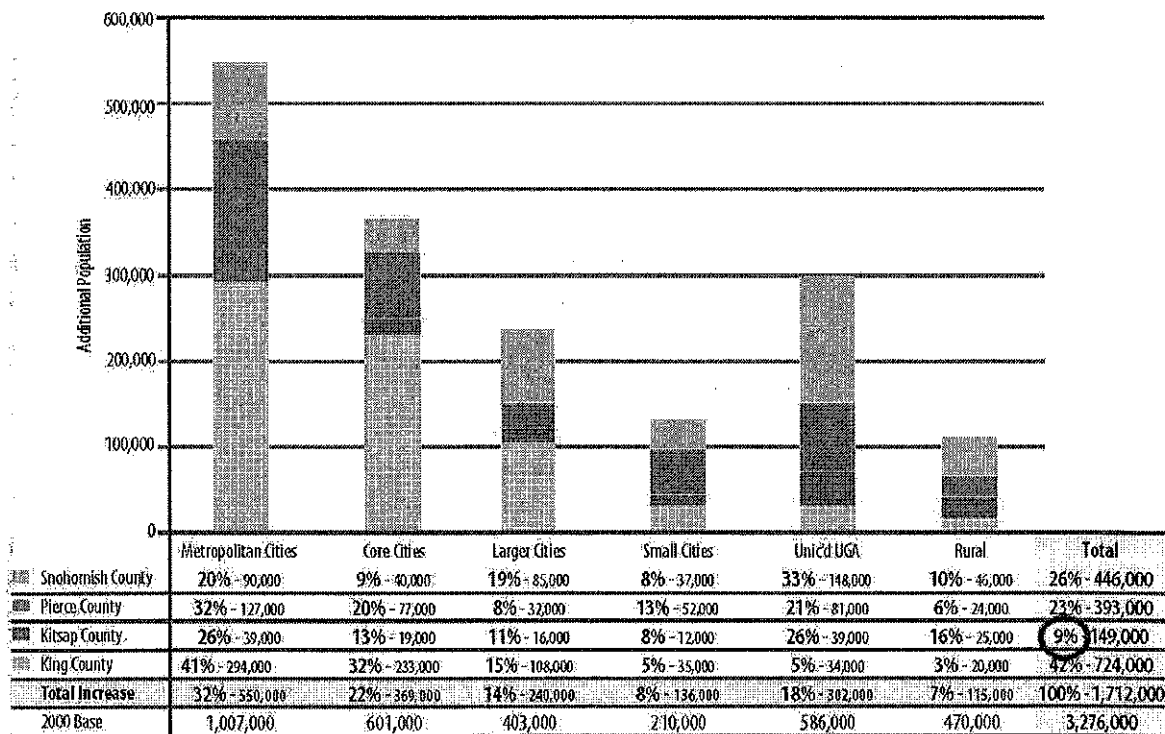
targets to Cities and set their unincorporated Urban Growth Area boundaries. Additionally, these are the numbers used by PSRC for the regional control total.

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

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

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

Population Growth by Regional Geography and County, 2000–2040



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

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



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CPP Appendix B:

Kitsap County Population Distribution: 2010-2035

Approved by the KRCC Executive Board: September 24, 2013

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

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

² Population growth reflects new residents through the 2035 planning horizon

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

Appendix B: Population Distribution 2005 - 2025

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

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

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

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

Kitsap County Historical Growth

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

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

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

6-2011
4, 2011



Kitsap Regional Coordinating Council

Kitsap Countywide Planning Policy

Element G: Siting Public Capital Facilities

Approved by the KRCC Executive Board: September 24, 2013

Chair
Commissioner Josh Brown ♦
Kitsap County

Vice-Chair
Mayor Tim Matthes ♦
City of Port Orchard

Commissioner Charlotte Garrido
Commissioner Robert Gelder
Kitsap County

Mayor Patty Lent ♦
Council Member Faye Flemister
Council Member Greg Wheeler
Council Member Leslie Daugs *
City of Bremerton

Mayor Steve Bonkowski ♦
Council Member Anne Blair
Council Member Debbi Lester *
City of Bainbridge Island

Council Member Carolyn Powers
Council Member Jeff Cartwright *
City of Port Orchard

Mayor Becky Erickson ♦
Council Member Ed Stern *
City of Poulsbo

Council Chair Leonard Forsman
Rob Purser*
Suquamish Tribe***

Council Chair Jeremy Sullivan
Council Member Dawn Purser *
Port Gamble S'Klallam Tribe***

Commissioner Axel Strakeljahn
Commissioner Larry Stokes *
Port of Bremerton

Captain Tom Zwolfer
Tom Danaher, PAO *
Naval Base Kitsap **

Mary McClure
Executive Management
McClure Consulting LLC

* Alternate
** Ex Officio Member
*** Associate Member

♦ Executive Committee

P.O. Box 1934
Kingston, WA 98346
360-377-4900 (voice)
360-297-7762 (fax)
www.KitsapRegionalCouncil.org

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

Policies for Siting Public Capital Facilities (CF):

1. Identification of needed capital facilities:

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

2. Location of capital and public facilities:

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

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

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

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

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

4. Air transportation facilities in Kitsap County:

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



Kitsap Regional Coordinating Council

RESOLUTION NO. 2012-01: February 2012

Chair
Mayor Patty Lent
City of Bremerton

Vice-Chair
Commissioner Josh Brown
Kitsap County

Commissioner Charlotte Garrido
Commissioner Robert Gelder
Kitsap County

Council Member Faye Flemister
Council Member Greg Wheeler
Council Member Adam Brockus *
City of Bremerton

Council Member Anne Blair
Council Member Kirsten Hytopoulos
Council Member Debbi Lester *
City of Bainbridge Island

Mayor Tim Matthes
Council Member Carolyn Powers
Council Member Jim Colebank *
City of Port Orchard

Mayor Becky Erickson
Council Member Linda Berry-Maraist *
City of Poulsbo

Council Chair Leonard Forsman
Rob Purser*
Suquamish Tribe***

Council Chair Jeremy Sullivan
Council Member Kelly Baze *
Port Gamble S'Klallam Tribe***

Commissioner Roger Zabinski
Commissioner Axel Strakeljahn *
Port of Bremerton

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

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

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

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

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

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

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

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

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

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

Passed this 7th day of February, 2012.

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

Attest:
Mary McClure, Executive Director
Kitsap Regional Coordinating Council

Attachment E

ORDINANCE NO. _____-2013

RELATING TO GROWTH MANAGEMENT, AMENDING THE COUNTYWIDE PLANNING POLICIES

BE IT ORDAINED:

Section 1. The Kitsap County Board of County Commissioners makes the following Findings:

- A. The Kitsap County County-wide Planning Policies (CPPs) are intended to establish a county-wide framework from which county and city comprehensive plans are developed and adopted pursuant to RCW 36.70A.210 of the Washington State Growth Management Act (GMA).
- B. The CPPs are developed through a cooperative and collaborative process that involves the Cities of Bainbridge Island, Bremerton, Port Orchard and Poulsbo, as well as the Suquamish and Port Gamble S'Klallam Tribes, through the Kitsap Regional Coordinating Council (KRCC).
- C. Kitsap County has adopted County-wide Planning Policies that promote contiguous and orderly development and establish provisions for urban services to such development, as well as policies for siting public capital facilities of county-wide or statewide nature, affordable housing, joint county and city Urban Growth Area (UGA) planning, economic development and employment, and participation with local tribes.
- D. Planning is an iterative process; therefore, it is appropriate that the County-wide Planning Policies should be reviewed and assessed through the KRCC at least every five years, with revisions, if necessary consistent with the State Growth Management Act, Ch. 36.70A RCW.

Section 2. General Procedural Findings. The Kitsap County Board of Commissioners makes the following findings regarding the process and public participation aspects of amending the County-wide Planning Policies:

- A. The Kitsap County Regional Coordinating Council is an organization consisting of elected officials from Kitsap County, the four Kitsap County cities, Bainbridge Island, Bremerton, Poulsbo and Port Orchard, as well as the Suquamish and Port Gamble S'Klallam Tribes. One of the functions of the KRCC is to coordinate land use planning throughout Kitsap County.
- B. Beginning in 2010, the Kitsap Regional Coordinating Council began an update process for the Countywide Planning Policies to make them consistent with the adopted Puget Sound Regional Council's multicounty planning policies.
- C. On May 28, 2013, the Kitsap Regional Coordinating Council held a work study

session on the proposed Countywide Planning Policies.

D. On June 25, 2013, the Kitsap County Coordinating Council submitted the proposed amendments to the Washington State Department of Commerce for State Agency 60-Day Review. One comment was received by the Puget Sound Regional Council.

E. On July 23, 2013, the Kitsap County Coordinating Council conducted a public hearing on the proposed amendments. No testimony was received.

D. On September 25, 2013, the Kitsap Regional Coordinating Council approved the proposed amendments and forwarded the proposed Countywide Planning Policies to Kitsap County to begin the County's legislative process.

E. On October 8, 2013, a State Environmental Protection Act (SEPA) programmatic checklist was completed and submitted to the County's SEPA official.

F. On October 15, 2013, the SEPA official issued a Determination of Nonsignificance. A fourteen day appeal period was opened. No appeals were submitted by the requisite date of October 28, 2013.

G. On November 25, 2013, the Board of Commissioners held a hearing to consider the proposed revision to the countywide planning policies.

H. Pursuant to Appendix A of the CPPs, Ratification Process, the Cities of Bremerton, Bainbridge Island, Port Orchard and Poulsbo, and the Suquamish and S'Klallam Tribal Councils must meet within 90 days of the date of adoption of this ordinance to adopt or suggest amendments to the amended CPPs.

Section 3. The Kitsap County Board of County Commissioners finds that the following proposed revision to the CPPs are appropriate and should be adopted.

These changes are summarized as follows and set forth in Attachment A, which is incorporated by reference herein:

A. Changes:

1. Element G, Policy 3: Amendment clarifies the intent of subsection (a) by distinguishing between projects evaluated and not evaluated pursuant to WAC 365-196-550(3)(d).
2. Appendix B: Amendment repeals existing Population Distribution 2005-2025 table, and replaces it with a new Population Distribution 2015-2035.

B. Minor wording changes are throughout the document to enhance clarity of reading.

C. All other provisions in the CPPs, as adopted by Kitsap County Ordinance 476-2011, remain unchanged.

Section 4. Effective Date. This ordinance shall take effect upon the earliest date that it is ratified by at least three cities within the County.

Section 5. Severability. If any provision of this Ordinance, or its application to any person, entity or circumstance is for any reason held invalid, the remainder of the ordinance, or the application of the provision to other persons, entities or circumstances is not affected.

DATED THIS _____ day of _____, 2013

KITSAP COUNTY BOARD OF
COMMISSIONERS

JOSH BROWN, CHAIR

ATTEST:

CHARLOTTE GARRIDO, COMMISSIONER

ROBERT GELDER, COMMISSIONER

Dana Daniels
Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

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

BUDGET INFORMATION

Depart/Fund: CIP#113 – STP(U)

Expenditure Req: \$ N/C 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 Rockaway Beach Roadway Stabilization Phase 2 Design Local Agency Standard Consultant Supplement Agreement No. 4 to the December 11, 2013 consent agenda.

Background:

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

RECOMMENDED ACTION

Motion:

I move that the City Council forward the Local Agency Standard Consultant Supplement Agreement No. 4 with BergerABAM Inc. for the Rockaway Beach Road Stabilization Phase 2 design to the December 11, 2013 consent agenda.



**Washington State
Department of Transportation**

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

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

I

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

II

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

III

Section V, PAYMENT, shall be amended as follows:

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

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

By: _____

By: _____

Consultant Signature

Approving Authority Signature

Date

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Wardwell Road Drainage Design Professional Services Agreement	Date: December 4, 2013
Agenda Item: Staff Intensive	Bill No.: 13-168
Proposed By: Interim Public Works Director John Cunningham	

BUDGET INFORMATION

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

REFERRALS/REVIEW

Study Session	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 Wardwell Road Drainage Design award on the December 11, 2013 consent agenda.

Background:

The Wardwell/Bucsit drainage design consists of water quality improvements and conveyance improvements that will improve the discharge into Woodward Creek. Improvements will be accomplished by a series of sediment removal systems, bio-retention systems, bio-filtration swales, piping and roadway improvements. Work will also include a new cross culvert beneath Wardwell Drive which will be designed in accordance with the Washington State Department of Fish and Wildlife standards for fish passage. This project is included in the 2014 CIP list of projects adopted by the City council at their November 25, 2013 meeting.

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

RECOMMENDED ACTION

Motion:

I move that the City Council forward the Professional Services Agreement with Map Ltd. for the Wardwell Road Drainage design to the December 11, 2013 consent agenda.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this “Agreement”) is entered into as of the date written below between the City of Bainbridge Island, a Washington state municipal corporation (the “City”) and MAP, Ltd. the “Consultant”).

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

WHEREAS, the City desires to secure survey and design services for a stormwater water quality and roadway project located in the vicinity of Wardwell Road, located in central Bainbridge Island; and

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

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

1. SERVICES BY CONSULTANT

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

2. PAYMENT

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

☒ Hourly, plus actual expenses, in accordance with Attachment A, but not more than a total of Seventy-Three Thousand Two Hundred Fifty Dollars (\$73,250);

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

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

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

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

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

3. INSPECTION AND AUDIT

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

4. INDEPENDENT CONTRACTOR

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

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

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

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

5. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

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

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

6. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until December 31, 2014, unless sooner terminated by either party as provided below.

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

7. OWNERSHIP OF WORK PRODUCT

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

8. GENERAL ADMINISTRATION AND MANAGEMENT

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

9. HOLD HARMLESS AND INDEMNIFICATION

A. The Consultant agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the Consultant, its officers, employees,

and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the Consultant under this Agreement.

B. In the event that the Consultant and the City are both negligent, then the Consultant's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Consultant, its officers, employees and agents.

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

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

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

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

10. INSURANCE

Consultant shall maintain insurance as follows:

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

11. SUBLETTING OR ASSIGNING CONTRACT

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

12. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or

agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

13. SEVERABILITY

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

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

14. FAIR MEANING

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

15. NON-WAIVER

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

16. NOTICES

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

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

To the Consultant: MAP, Ltd.
 P.O. Box 720
 Silverdale, WA 98383
 Attn: Pat Fuhrer, P.E., Principal

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

17. SURVIVAL

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

18. GOVERNING LAW

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

19. VENUE

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

20. COUNTERPARTS

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of December _____, 2013.

MAP, LTD.

CITY OF BAINBRIDGE ISLAND

By_____

By_____

Name: Pat Fuhrer, P.E.

Douglas Schulze, City Manager

Title: Principal

Tax I.D. #_____

City Bus. Lic. #_____

ATTACHMENT A

SCOPE OF SERVICES

Design Contract

1.0 Requirements:

1.1 Design to be in accordance with:

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

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

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

1.2 CADD to be in accordance with the City Standards.

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

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

2.0 Tasks:

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

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

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

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

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

2.3 Preparation of preliminary cost estimate based on schematic plans.

2.4 Preparation of draft Hydraulic/Fish Passage Report.

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

Department of Ecology by February 17, 2014.

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

ATTACHMENT B

Insurance against claims for injuries to persons or damage to property arising out of or in connection with the performance of this Agreement by the Consultant, its officers, employees and agents:

A. Automobile Liability Insurance with limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

B. Commercial General Liability Insurance written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

C. Professional Liability Insurance with limits no less than \$1,000,000.00 limit per occurrence.

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

Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant. City shall be named as an additional insured on the Commercial General Liability Insurance Policy, with regard to work and services performed by or on behalf of the Consultant, and a copy of the endorsement naming City as an additional insured shall be attached to the Certificate of Insurance.

The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to City; and (3) shall state that City will be given at least 30 days' prior written notice of any cancellation, suspension or material change in coverage.

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Yeomalt Area Drainage Phase 1 Design Professional Services Agreement	Date: December 4, 2013
Agenda Item: Staff Intensive	Bill No.: AB: 13-169
Proposed By: Interim Public Works Director John Cunningham	

BUDGET INFORMATION

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

REFERRALS/REVIEW

Study Session	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 professional services agreement with Brown – Wheeler Engineers Inc. for the Yeomalt Area Drainage Phase I design to the December 11, 2013 consent agenda.

Background:

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

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

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

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

RECOMMENDED ACTION

Motion:

I move that the City Council forward the Professional Services Agreement with Brown-Wheeler Engineers Inc. for the Yeomalt Area Drainage Phase 1 design to the December 11, 2013 consent agenda.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this “Agreement”) is entered into as of the date written below between the City of Bainbridge Island, a Washington state municipal corporation (the “City”) and Browne Wheeler Engineers, Incorporated (the “Consultant”).

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

WHEREAS, the City desires to secure survey and design services for a stormwater water quality and roadway project located in the Yeomalt Point, located in central Bainbridge Island; and

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

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

1. SERVICES BY CONSULTANT

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

2. PAYMENT

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

☒ Hourly, plus actual expenses, in accordance with Attachment A, but not more than a total of Sixty Thousand Dollars (\$60,000);

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

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

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

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

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

3. INSPECTION AND AUDIT

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

4. INDEPENDENT CONTRACTOR

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

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

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

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

5. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

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

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

6. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until December 31, 2014, unless sooner terminated by either party as provided below.

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

7. OWNERSHIP OF WORK PRODUCT

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

8. GENERAL ADMINISTRATION AND MANAGEMENT

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

9. HOLD HARMLESS AND INDEMNIFICATION

A. The Consultant agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the Consultant, its officers, employees,

and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the Consultant under this Agreement.

B. In the event that the Consultant and the City are both negligent, then the Consultant's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Consultant, its officers, employees and agents.

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

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

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

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

10. INSURANCE

Consultant shall maintain insurance as follows:

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

11. SUBLETTING OR ASSIGNING CONTRACT

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

12. EXTENT OF AGREEMENT/MODIFICATION

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

13. SEVERABILITY

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

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

14. FAIR MEANING

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

15. NON-WAIVER

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

16. NOTICES

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

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

To the Consultant: Browne Wheeler Engineers, Incorporated
 241 Erickson Avenue NE
 Bainbridge Island, WA, 98110
 Attention: David Browne, P.E.

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

17. SURVIVAL

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

parties to this Agreement.

18. GOVERNING LAW

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

19. VENUE

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

20. COUNTERPARTS

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

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

BROWNE WHEELER ENGINEERS,
INCORPORATED

CITY OF BAINBRIDGE ISLAND

By_____

By_____

Name: David Browne, P.E.

Douglas Schulze, City Manager

Title: Principal

Tax I.D. #_____

City Bus. Lic. #_____

ATTACHMENT A
Yeomalt Drainage Improvements
Browne Wheeler Engineers, Inc.

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

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

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

Scope of Services

Assumptions

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

Task 1 Preliminary Design

Deliverables:

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

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

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

Task 2 Contract Documents

Deliverables:

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

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

Task 3 Management Reserve

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

Fee Estimate

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

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

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

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

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

Schedule

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

ATTACHMENT B

Insurance against claims for injuries to persons or damage to property arising out of or in connection with the performance of this Agreement by the Consultant, its officers, employees and agents:

A. Automobile Liability Insurance with limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

B. Commercial General Liability Insurance written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

C. Professional Liability Insurance with limits no less than \$1,000,000.00 limit per occurrence.

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

Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant. City shall be named as an additional insured on the Commercial General Liability Insurance Policy, with regard to work and services performed by or on behalf of the Consultant, and a copy of the endorsement naming City as an additional insured shall be attached to the Certificate of Insurance.

The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to City; and (3) shall state that City will be given at least 30 days' prior written notice of any cancellation, suspension or material change in coverage.

CITY OF BAINBRIDGE ISLAND CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Road Rating Services Contract Award	Date: December 4, 2013
Agenda Item: Staff Intensive	Bill No.: AB 13-170
Proposed By: Interim Public Works Director John Cunningham	

BUDGET INFORMATION

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

REFERRALS/REVIEW

Study Session	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 Road Rating Services contract award to the December 11, 2013 consent agenda.

Background:

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

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

RECOMMENDED ACTION

Motion:

I move that the City Council forward the contract with Infrastructure Management Services for the Road Rating Services to the December 11, 2013 consent agenda.

AGREEMENT FOR ROAD RATING SERVICES

THIS AGREEMENT FOR ROAD RATING SERVICES (this “Agreement”) is entered into as of the date written below between the City of Bainbridge Island, a Washington state municipal corporation (the “City”) and IMS Infrastructure Management Services, Inc. (the “Vendor”).

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

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

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

1. SERVICES BY VENDOR

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

2. PAYMENT

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

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

[X] Fixed Sum: a total amount of \$41,054.00;

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

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

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

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

3. INSPECTION AND AUDIT

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

4. INDEPENDENT CONTRACTOR

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

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

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

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

5. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Vendor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

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

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

6. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until December 31, 2014, unless sooner terminated by either party as provided below.

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

7. OWNERSHIP OF WORK PRODUCT

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

8. GENERAL ADMINISTRATION AND MANAGEMENT

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

B. In the event that the Vendor and the City are both negligent, then the Vendor's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Vendor, its officers, employees and agents.

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

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

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

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

10. INSURANCE

Vendor shall maintain insurance as follows:

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

11. SUBLETTING OR ASSIGNING CONTRACT

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

12. EXTENT OF AGREEMENT/MODIFICATION

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

13. SEVERABILITY

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

B. If any provision of this Agreement is in direct conflict with any statutory provision of the

State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

14. FAIR MEANING

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

15. NON-WAIVER

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

16. NOTICES

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

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

To the Vendor: IMS Infrastructure Management Services, Inc.
 1820 W. Drake Drive
 Suite #108
 Tempe, AZ 85283

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

17. SURVIVAL

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

18. GOVERNING LAW

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

19. VENUE

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

20. COUNTERPARTS

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____, 2013.

IMS INFRASTRUCTURE MANAGEMENT
SERVICES INC.

CITY OF BAINBRIDGE ISLAND

By _____

By _____
Douglas Schulze, City Manager

Name _____

Title _____

Tax I.D. # _____

City Bus. Lic. # _____

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

ATTACHMENT A

SCOPE OF SERVICES

Scope of Work.

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

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

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

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

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

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

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

Description of roadway network

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

Work does not include Federally Classified Roadways

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

Description of PCI score information collected

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

Surveys.”

Description of software used for PMS program.

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

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

ATTACHMENT B

Insurance against claims for injuries to persons or damage to property arising out of or in connection with the performance of this Agreement by the Vendor, its officers, employees and agents:

A. Automobile Liability Insurance with limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

B. Commercial General Liability Insurance written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

C. Professional Liability Insurance with limits no less than \$1,000,000.00 limit per occurrence.

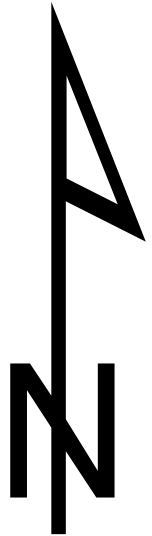
Before commencing work and services, the Vendor shall provide to the person identified in Section 16 of the Agreement a Certificate of Insurance evidencing the required insurance. City reserves the right to request and receive a certified copy of all required insurance policies.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Vendor. City shall be named as an additional insured on the Commercial General Liability Insurance Policy, with regard to work and services performed by or on behalf of the Vendor, and a copy of the endorsement naming City as an additional insured shall be attached to the Certificate of Insurance.

The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to City; and (3) shall state that City will be given at least 30 days' prior written notice of any cancellation, suspension or material change in coverage.

ATTACHMENT C

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



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

Legend

Driveways

Highway

Street Classifications

Rd_Class

Unknown

Primary Arterial

Secondary Arterial

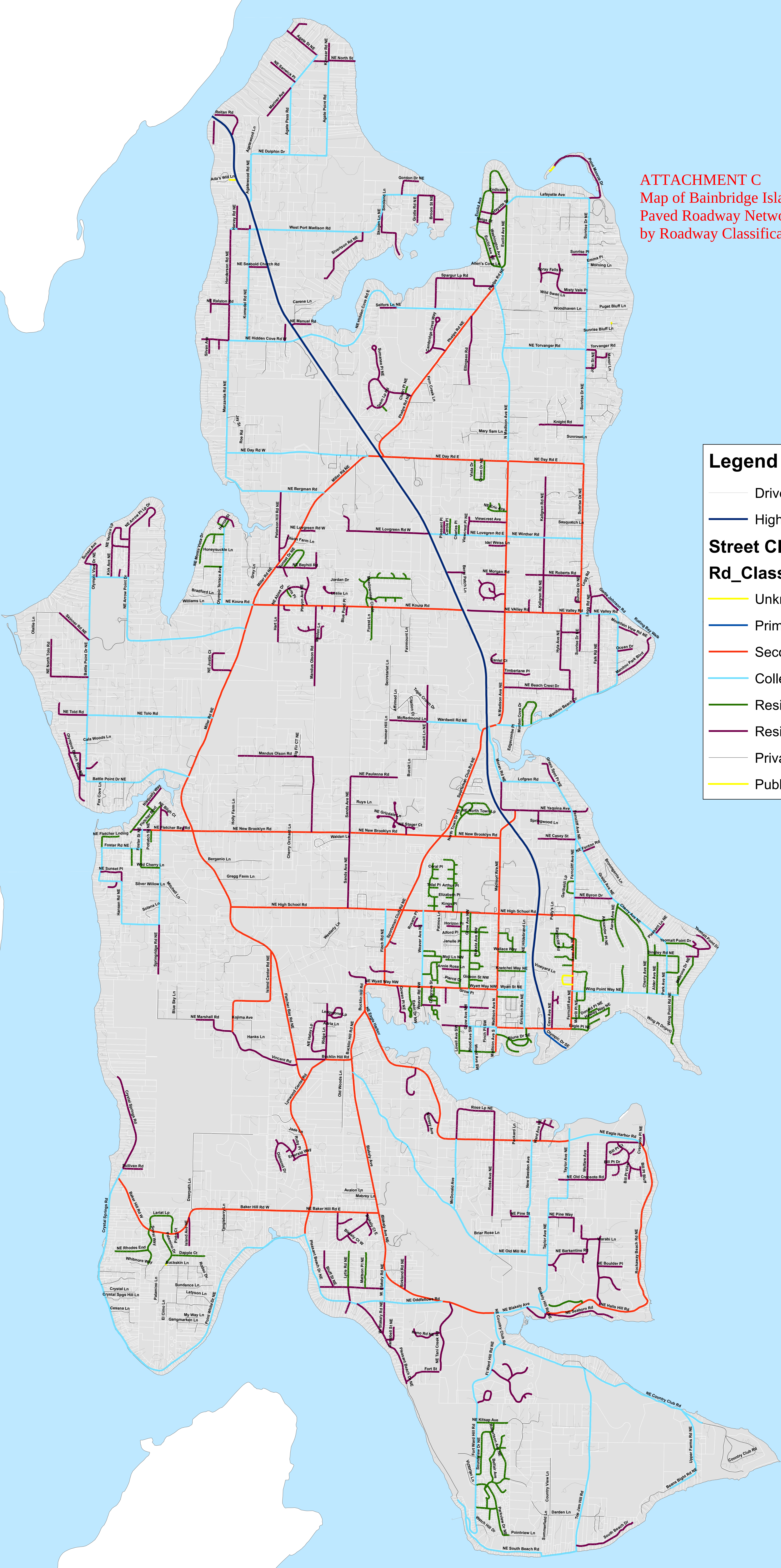
Collector

Residential Urban

Residential Suburban

Private

Public



ATTACHMENT D

Map of Federally Classified Roadways

Proposed Federal Roadway Classifications

ATTACHEMENT D
Federally Classified Roadways

Legend

Streets

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

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

Date: 1/26/2012
User: grobinson

0 0.25 0.5 1 1.5 2 Miles

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Biosolids Disposal Contract Amendment No. 1	Date: December 4, 2013
Agenda Item: Staff Intensive	Bill No.: AB 12-057
Proposed By: Interim Public Works Director John Cunningham	

BUDGET INFORMATION

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

REFERRALS/REVIEW

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

DESCRIPTION/SUMMARY

Action Item:

Consider placement of Amendment No. 1 to the Biosolids Disposal Agreement with Allied Waste North America, Inc. to the December 11, 2013 consent agenda.

Background:

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

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

Budget:

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

RECOMMENDED ACTION

I move that the City Council forward Amendment No. 1 to the BioSolids Disposal Agreement with Allied Waste North America, Inc. to the December 11, 2013 consent agenda.

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

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

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

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

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

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

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

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

FEES AND CHARGES

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

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

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

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

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

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

CITY OF BAINBRIDGE ISLAND

By: _____
Name: _____
Title: _____

By: _____
Douglas Schulze, City Manager

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Street and Storm Drainage Spoils Disposal Services Contract Amendment No. 1	Date: December 4, 2013
Agenda Item: Staff Intensive	Bill No.: AB 12-065
Proposed By: Interim Public Works Director John Cunningham	

BUDGET INFORMATION

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

REFERRALS/REVIEW

Study 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 Amendment No. 1 to the Street and Storm Drainage Spoils Disposal Services Contract with Waste Management Disposal Services of Oregon to the December 11, 2013 consent agenda.

Background:

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

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

RECOMMENDED ACTION

Motion:

I move that the City Council forward Amendment No. 1 to the Street and Storm Drainage Spoils Disposal Services Contract with Waste Management Disposal Services of Oregon to the December 11, 2013 consent agenda.

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

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

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

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

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

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

This Agreement may be terminated by either party in the event any alleged default by the non-terminating party is not cured within ten (10) days of receipt of written notice by the other party. In the event of termination by the City, all finished or unfinished documents, reports, or other material or work of Waste Management pursuant to this Agreement shall be submitted to the City, and Waste Management shall be entitled to just and equitable compensation at the rate set forth in Section 2 for any satisfactory work completed prior to the date of termination.

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

- A. The City shall pay Waste Management monthly in accordance with Exhibit B for actual services rendered under this Agreement.
- B. Waste Management shall submit monthly invoices for services performed in a previous calendar month in a format acceptable to the City.
- C. All invoices shall be paid by mailing a City check within ~~thirty (30)~~ forty-five (45) days of receipt of a proper invoice.
- D. If the services rendered do not meet the requirements of this Agreement, Waste Management shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.

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

FEES AND CHARGES

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

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

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

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

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

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

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

CITY OF BAINBRIDGE ISLAND

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

By: _____
Douglas Schulze, City Manager

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Contracts for Legal Services and Prosecution Services with the Kitsap County Prosecutor's Office	Date: December 4, 2013
Agenda Item: Staff Intensive	Bill No.: 13-165
Proposed By: Douglas Schulze, City Manager	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

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

DESCRIPTION/SUMMARY

Action Item:

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

History:

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

RECOMMENDED ACTION

Motion:

I move that the City Council forward the Legal Services Agreement, Prosecution Services, with the Kitsap County Prosecutor's Office to the December 11, 2013 consent agenda.

LEGAL SERVICES AGREEMENT

Prosecution Services

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

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

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

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

Section I

PURPOSE

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

Section II

SERVICES

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

Section III

TERM OF AGREEMENT

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

Section IV

TERMINATION OF AGREEMENT

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

Section V COMPENSATION

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

Section VI OFFICE FACILITIES

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

Section VII INSURANCE AND HOLD HARMLESS

A. Insurance

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

B. Indemnification

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

Section VIII GENERAL PROVISIONS

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

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

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

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

If to the City:

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

If to the Prosecutor:

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

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

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

G. Non-Discrimination. Prosecutor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification. Prosecutor shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. Violation of this section shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work from City.

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

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

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

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

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

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

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

Dated this ____ day of _____, 2013.

CITY OF BAINBRIDGE ISLAND

Douglas Schulze, City Manager

Dated this ____ day of _____, 2013.

Dana Daniels, Clerk of the Board

Dated this ____ day of _____, 2013.

**BOARD OF COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

Josh Brown, Chair

Charlotte Garrido, Commissioner

Robert Gelder, Commissioner

**KITSAP COUNTY PROSECUTING
ATTORNEY**

Russell D. Hauge

ATTEST:

EXHIBIT A: SCOPE OF WORK

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

I. MUNICIPAL COURT

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

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

B. Miscellaneous:

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

II. SUPERIOR COURT

Appeals (preparation and appearance):

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

III. MEETINGS

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

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

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Public Art Program Funding	Date: December 4, 2013
Agenda Item: Staff Intensive	Bill No.: 13-148
Proposed By: Doug Schulze	Referral(s):

BUDGET INFORMATION

Department: Executive	Fund:	Munis Contract #
Expenditure Req: none	Budgeted? ☐ Yes ☐ No	Budget Amend. Req? ☐ Yes ☐ No

REFERRALS/REVIEW

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

Action Item:

To provide an overview of discussion topics and potential next steps related to the City's Public Art Program.

History:

In 2010, the City Council approved a suspension of annual funding to the City's Public Art Subfund. Since that time, existing fund balance has been maintained in a designated account, but no new funding has been appropriated. Manager worked with City Council to identify a set of workplan priorities for the coming year. The following memo provides an overview of the policy issues related to the Public Art Program for City Council consideration.

RECOMMENDED ACTION:

This agenda item is for information and discussion purposes.

City of Bainbridge Island
EXECUTIVE DEPARTMENT



MEMORANDUM

TO: City Council
Doug Schulze, City Manager

FROM: Morgan Smith, Deputy City Manager

DATE: December 4, 2013

RE: Overview of Public Art Program and Policy Issues Related to Funding

The memo provides some general information on the City's Public Art Program and is intended to highlight areas for further discussion.

Background

In 2010, the City Council determined to suspend annual allocations of funding for the City's Public Art Program. Prior to the suspension, an annual funding allocation was transferred at mid-year (June 30). The annual allocation at that time was calculated as equal to 2% of certain types of capital expenditures made by the City in the prior year.

There have been no new funding allocations to Public Art since then. The Public Art fund balance is maintained in a designated account, and remaining balances are reported regularly within the City's general financial statements. The current fund balance is roughly \$166,000.

Despite the suspension of new funding, in 2011 there was still significant public art program activity. During 2011, the City provided support to assist the re-dedicated of the repaired Rainbringer statue, the completion of the Battle Point Bus Shelter, and the installation of significant art elements within the Winslow Way Street Reconstruction. These activities were funded by the Public Art SubFund. The City also provided funding of \$16,000 to the Bainbridge Island Arts and Humanities Council (BIAHC) for Public Art program support (general staff assistance to assist the citizen advisory Public Art Committee and facilitate public art activities).

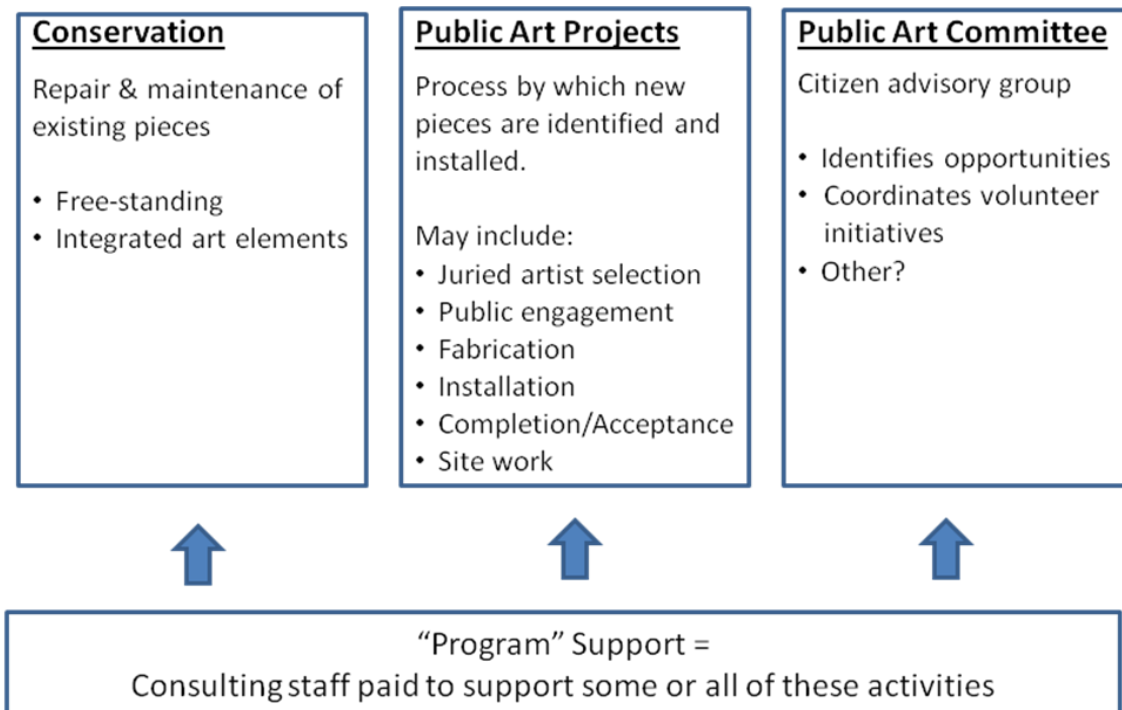
The City budgets since 2012 have not included any expenditures for Public Art. Since that time, activity related to the Public Art Program has been minimal. The citizen Public Art Committee (PAC) continues to exist, but there has been no reporting from PAC to the City on activities, proposed future projects, or other requests. The committee is currently arranged to have appointments made by the BIAHC and the Chair of PAC serves as a Board member to BIAHC.

The City's public art portfolio consists of nearly two dozen pieces, several of which are integrated art elements within the City Hall building. The original investment for the collection was roughly \$300,000 and the current value is likely significantly higher.

Per Council decision in November, the City budget for 2014 was adjusted to include funds to support an evaluation of the public art portfolio and the development of a conservation plan. The plan will identify any immediate repair or restoration needs, and will also provide a recommendation for regular, scheduled maintenance on an ongoing basis. This expenditure acknowledges an important City obligation to steward the public art collection, make regular arrangement for repairs and maintenance, and incorporate these pieces into the City's general asset portfolio.

What Elements Should the Public Art Program Include?

The City Public Art Program has previously incorporated a variety of activities. The diagram below reflects key areas of focus, and the City may choose to support (or encourage) some or all of these functions.



How Should the Public Art Program be Funded?

The funding model previously used by the City was somewhat atypical, and was cumbersome to administer. The City would “compute” an allocation based on certain types of capital expenses, and then the General Fund would provide funding of that amount to the Public Art Program. It is more common for cities’ Public Art funding to come directly from capital projects, as an additional expense assigned to each individual project.

Prior to the suspension of new funding, the City and BIAHC had begun a discussion of alternative models to use for public art funding. Some of the key decision points are reflected below:

Keep Current Model?

- General Fund makes annual interfund transfers based on prior year capital expenses
- Review preferred rate of assessment?

Consider Other Models?

- Include public art as a project cost?
- Budget flat annual contribution from General Fund?
- Other?

Committee Role and Structure

As described above, the Public Art Committee is structured quite differently from other citizen advisory groups. In 2013, the City Council has made several changes to other citizen advisory committees to improve Council-Committee communication, clarify workplans, and streamline appointments and recruitment. In conjunction with that effort and as part of a general review of the Public Art Program, it may be useful to re-examine the role of this committee, their intersection with the City Council and City staff, and the mechanics of their appointment process.

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Preliminary Report on 2013 Workplan Priorities and Results	Date: December 4, 2013
Agenda Item: Staff Intensive	Bill No.: 13-175
Proposed By: Doug Schulze	Referral(s):

BUDGET INFORMATION

Department: Executive	Fund:	Munis Contract #
Expenditure Req: none	Budgeted? ☐ Yes ☐ No	Budget Amend. Req? ☐ Yes ☐ No

REFERRALS/REVIEW

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

Action Item:

Present preliminary information on 2013 City Manager Workplan priorities that will carryforward to 2014.

History:

In January, 2013 the City Manager worked with City Council to identify a set of workplan priorities for the coming year. City Council requested information on those items that will carryforward to the following year. The following tables provide a preliminary report on identified priorities that have been completed, items that are in progress, and items that have been deferred or delayed.

A comprehensive report on the workplan results will be provided in January, in order to provide input on 2014 areas of focus and longer term strategic planning. The final report will also include information on unanticipated tasks and issues that emerged during 2013 and that generated impacts to the planned workplan (for example, expanded review of the SMP, discussions related to cost allocation, personnel transitions, etc.).

RECOMMENDED ACTION:

This agenda item is for information and discussion purposes.

Preliminary Results

2013 City Manager Workplan Priorities

ITEMS COMPLETED IN 2013:

Item	Comment
Complete analysis of Water Utility Management Proposals	Completed Q2
Key positions filled: Police Chief	Completed Q2
Economic Development Coordinate w/ BICC on Downtown Wi-Fi Project	Completed Q2
Municipal Judge contract	Appointed November, 2013
Communications & PR Plan; National Citizen Survey	Completed Q2 & Q3
Evaluate options for Website redesign	Completed; City website update will be implemented in early December
Evaluate use of social media w/ current website	Completed; will expand in conjunction with City website redesign
2014 Proposed Budget presented to City Council Including proposals to optimize levels of service & cost reductions	Completed; will expand as part of next biennial budget development
Begin implementation of organizational structure modifications	Ongoing
Begin Planning for 2014 Strategic Planning Process	Ongoing; will expand as part of preparation for next biennial budget development
Fee Schedule Update	Completed Q1
Business Licenses for Non-profits (no fee)	Completed Q2
Credit Card Acceptance Roll out	Completed Q1
Provide draft Capital Improvement Plan for Council review & discussion	Completed; City Council review of CIP August-November
Revise Ericksen Avenue Design Guidelines	Completed Q1
Complete 2013 Comprehensive Plan Amendment Requests	Completed; Council approved in November
Sign Code Review	Completed Q2
Continue process for application of Non-Motorized Improvements in development projects	Completed; Reviewed current City practice with City Council, compliance is ongoing
Design of Rockaway Beach Rd. Stabilization project	Completed Q3
Design of Eagle Harbor Beach Main Project	Completed Q3
Develop a Public Safety Department strategic plan	Completed Q3; ongoing

Preliminary Results

2013 City Manager Workplan Priorities

ITEMS IN PROGRESS as of DECEMBER, 2013

Item	Comment
Complete Peer City Comparison Report	Data gathering complete; finalizing for distribution in December
Implement Agenda Management Software	Ongoing; expected to complete in early 2014 in conjunction with records management software upgrade
Develop Citizen's Guide to the Budget	Expected to complete for distribution in December
Financial System Software Upgrade	Ongoing; RFP issued in Q3
Shoreline Master Plan Update	Expected to complete in December
HDDP Ordinance Review & Revisions	Ongoing; expected to complete in December
Landscaping & Tree Ordinance Update	Ongoing
Revise Traffic Study Requirements	Ongoing; recommended changes approved by Council in November
Traffic Impact Fee Ordinance	Ongoing; recommended approach approved by Council in November
Negotiate new labor agreement with Police Guild	Ongoing negotiations
Support implementation of WSF Funds: Waterfront Park	Ongoing; project design is underway
Support implementation of WSF Funds: Road Ends	Ongoing; Fletcher Landing project community engagement scheduled for January

Preliminary Results

2013 City Manager Workplan Priorities

ITEMS PLANNED TO CARRY OVER TO 2014

ITEM	COMMENT
EXECUTIVE	
Implement Performance Measurement System	Planned to begin Q1-2014
Provide level of service information to City Council	Will coordinate with performance measurement initiatives
Comcast Franchise Renewal negotiations	Have not received proposal from Comcast; planned to begin Q1-2014
City Magazine/Newsletter	Deferred to 2014 pending Communications Coordinator hire
PLANNING	
Kaizen event to streamline permitting process	Deferred to 2014 to incorporate implementation of new Permitting software
Initiate review of existing Telecommunications Facility Ordinance	Delayed due to PCD capacity/staffing
Establish thresholds for application of Non-Motorized Improvements in development projects	Delayed due to PCD capacity/staffing
Create process for citizens to request zoning code amendments	Delayed due to PCD capacity/staffing
Revise Downtown Development Standards to clarify business's use of public sidewalks	Delayed due to PCD capacity/staffing
Amend code enforcement procedures to streamline processes for compliance	Delayed due to PCD capacity/staffing
Revise requirements for submitting restoration plans for disturbance of critical areas	Delayed due to PCD capacity/staffing
Revise process for allowing temporary businesses on City Owned Property	Delayed due to PCD capacity/staffing
FINANCE	
Cost of Services Information	Deferred to incorporate implementation of new financial software system/biennial budget development
PUBLIC WORKS	
Develop a Public Works Department Strategic Plan	Deferred pending new Department Director and organization-wide planning initiatives
MISCELLANEOUS	
Begin planning for potential 2014 Bond measure	Deferred pending Council direction
Support Council consideration for uses of PEG fees	Deferred pending Council direction
Support Council consideration of Suzuki property proposals	Deferred pending Council direction

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Overview of 2014 Organizational Changes	Date: December 4, 2013
Agenda Item: Staff Intensive	Bill No.: 13-176
Proposed By: Doug Schulze	Referral(s):

BUDGET INFORMATION

Department: Executive	Fund:	Munis Contract #
Expenditure Req: none	Budgeted? ☐ Yes ☐ No	Budget Amend. Req? ☐ Yes ☐ No

REFERRALS/REVIEW

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

Action Item:

To provide an overview of the proposed changes to City staffing as included in the budget adjustments previously reviewed with City Council.

History:

The following memo provides additional detail on the 2014 personnel actions being proposed for City Council consideration.

RECOMMENDED ACTION:

This agenda item is for information and discussion purposes.



CITY OF BAINBRIDGE ISLAND

MEMORANDUM

TO: City Council
FROM: Doug Schulze, City Manager
DATE: November 27, 2013
RE: 2014 Organizational Changes

The 2014 budget adjustments include several staff changes which will result in organizational modifications intended to improve service delivery. The changes do not significantly alter the current structure of the City, but do reflect the type of changes previously discussed in terms of moving the organization to a position of doing the right things.

Four of the positions included in this initiative support work that the City is already doing and help us ensure that the organization is able to meet service delivery standards. The first three of these four positions provide additional capacity in alignment with current workload and expectations; the final position consolidates work that is currently distributed across two positions.

- Permit Specialist

The City has experienced an increase in permit and inspection requests in 2013, with a corresponding increase in workload. In an effort to maintain or improve responsiveness, the Planning and Community Development Department will make two staffing changes.

An additional Permit Specialist provides additional staffing for walk-up and phone service, and eliminates regular assignments for Planners at the front counter, allowing for additional time for plan review and response. This additional position will also facilitate another customer service improvement planned for 2014, allowing for payment of planning and building fees at the Planning Counter.

- Building Inspector/Plans Examiner

During 2013, the City re-titled a vacant Development Engineer position to Building Inspector/Plans Examiner to address workload and allow the City to maintain its responsiveness to the community as requests for inspections increase due to development activity.

- Engineer 2

The 2014 budget adjustments include a significant increase to spending and number of capital projects, including several which are grant funded. In order to deliver these projects

in a timely manner, one additional position is proposed. This position will focus on providing capital project planning and management, particularly with regards to transportation and non-motorized projects.

- Human Resources Manager

Currently, responsibilities for human resources management are shared between the Executive Assistant position and the Budget Manager position. This arrangement split the duties between two employees in different departments. Replacing this arrangement with a dedicated Human Resources Manager position will promote consistency in approach across departments and provide employees with a single point of contact. This change is also designed to provide support for enhanced performance management of employees, and ensure that the City keeps up to date with changing employment regulations and responsibilities.

There is one position included in this initiative which would be new to the current organization of the City. A similar position existed as recently as 2010, but was eliminated as part of staff reductions for the 2011-12 biennium.

Communications Coordinator

In 2012, the City Council established a goal to improve communication. Numerous opportunities exist through print, social media, video and audio as well as community outreach. The most significant obstacle to improving communication facing the City of Bainbridge Island is elevating communication as a priority within the organization. Unless improving communication is assigned as a priority to someone who can be held accountable for achieving results, it will remain a secondary priority. In addition, assigning responsibility for communication to an individual or individuals who do not have the knowledge or skills necessary is inefficient and will likely fall short of achieving the desired results. One of the City Council's specific objectives identified during the July 2012 Strategic Planning Retreat was to fund a communications specialist position that would be responsible for developing and implementing various programs related to public communication and community relations.

The City of Bainbridge Island previously employed a Communications Coordinator, but the position was eliminated in 2010 as part of organizational downsizing. The position is classified as FLSA exempt since the position meets the criteria for an administrative exemption.

Performance expectations for the position include, but are not limited to:

1. Initiate new ideas for citywide communication with public.
2. Quickly identify potential communication landmines/issues and work with key players to develop strategy.
3. Anticipate hot issues; troubleshoot and facilitate the resolution of these issues.
4. Ensure that department communication efforts clearly identify the problem, establish key messages and put in place a strategy to communicate the City's key messages.

5. Ensure communication with and involvement of appropriate organizations in City processes and programs.
6. Facilitate City serve support for community events within available resources.
7. Focus tourism efforts on Bainbridge Island, but link to the region.
8. Help the public feel they can talk to City Hall and get a response.
9. Recruit a diverse pool of citizens for advisory committees.
10. Recognize and thank citizens for their volunteer involvement.
11. Facilitate commercial filming permit process.
12. Advise City Manager and Police Chief regarding crisis or emergency communications.

Expected results include, but are not limited to:

1. The City will use a variety of media to communicate City programs, services, policies, and priorities.
2. Departments will see this position as a resource and will involve the Communications Coordinator early in major projects.
3. Departments will have increased ability to identify need for communication strategy and will understand how to develop such a strategy.
4. Projects and programs will have a communication component which departments develop collaboratively with the Communications Coordinator. This component will include both communication and involvement strategy.
5. There will be general citizen awareness of City programs, policies, services and issues.
6. There will be targeted communication efforts focused on defined audiences.
7. The City will have the ability to sustain communication efforts within available resources.
8. There will be an open relationship with media which results in balanced coverage.
9. There will be a prioritization of major communication activities throughout the organization to prevent competing communication efforts.
10. There will be a sharing of communication resources throughout the organization.
11. Community organizations will feel well supported by city government and feel knowledgeable about city services, programs and processes.
12. Citizens will be actively engaged in public process.
13. There will be Council/citizen interaction.
14. The Council will acknowledge good staff support to turn policy directives into meaningful strategies.
15. There will be a problem-oriented approach to issues which crosses departmental lines.

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Non-Motorized Transportation Advisory Committee Re-Appointment and Appointments	Date: December 4, 2013
Agenda Item: Council Discussion	Bill No.: 13-167
Proposed By: Mayor Bonkowski	Referral(s):

BUDGET INFORMATION

Department: Legislative	Fund:	Munis Contract #
Expenditure Req: none	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:

Mayor Bonkowski is recommending the re-appointment of Don Willott and the appointments of Marsha Cutting, Christian Ford, and Demi Allen to the Non-Motorized Transportation Advisory Committee.

History:

A call for participation was advertised in the Bainbridge Review and the Islander, posted on the City's website, and distributed via email in February and again in September 2013. Five applications were received for four positions available; one applicant later withdrew. Mayor Bonkowski and Councilmember Blair interviewed the applicants. The applications are attached for information.

RECOMMENDED ACTION

Motion:

I move that the City Council confirm the re-appointment of Don Willott to Position 4 for a two-year term ending June 30, 2015 and the appointment of Marsha Cutting to Position 1 for a one-year term ending June 30, 2014, Christian Ford to Position 3 for a two-year term ending June 30, 2015 and Demi Allen to Position 7 for a three-year term ending June 30, 2016.

From: Marsha Cutting, Ph.D.
To: CityAdmin
Subject: Citizen Advisory Group Application
Date: Saturday, October 05, 2013 5:25:47 PM

Name*: Marsha Cutting, Ph.D.

Email*: [REDACTED]

**Daytime
phone*:** [REDACTED]

Address*: [REDACTED]

**Current
employer*:** self employed as a psychologist

**Current
position*:** consulting psychologist with Dana Dean Doering & Associates

**I am interested
in serving on
one of the
following
advisory
groups (select
all that
apply)::** Civil Service Commission, Non-Motorized Transportation Advisory Committee

**Have you
served on any
city advisory
groups in the
past?*** No

**If so, please
indicate which
groups::**

**Please share
your
qualifications
for this
appointment
(skills,
activities,
training,
education) if
any::**

Re the Civil Service Commission, as a doctoral level psychologist I am familiar with test development and administration. I also worked for the state of New York for 15 years, so I am familiar with general civil service procedures.

Re the Non-Motorized Transportation Advisory Committee, I am a bike rider and I also use a motorized wheelchair at times.

Please share

**your
community
interests
(groups,
committees,
organizations)
if any::**

I moved to Bainbridge Island last fall and am involved with the Madrona Grace Presbyterian Church in Seattle. I am becoming involved with the Senior Citizen Center, and am a member of the Poulsbo Yacht Club and the Eagle Harbor Yacht Club.

**Feel free to
attach your
resume
(optional).:**

From: Christian Ford
To: CityAdmin
Subject: Citizen Advisory Group Application
Date: Friday, August 02, 2013 9:18:34 PM

Name*: Christian Ford

Email*: [REDACTED]

**Daytime
phone*:** [REDACTED]

Address*: [REDACTED]

**Current
employer*:** International Orange, Inc

**Current
position*:** Supervising Editor

**I am interested
in serving on
one of the
following
advisory
groups (select
all that
apply)::**

Non-Motorized Transportation Advisory Committee

**Have you
served on any
city advisory
groups in the
past?*** No

**If so, please
indicate which
groups::**

**Please share
your
qualifications
for this
appointment
(skills,
activities,
training,
education) if
any::**

I come to this by way of a one-time career in filmmaking, a detour into urban planning and a current career devoted to reporting the stories of the people and places that make up the local food movement. What all of these professions have in common is a focus on the "stage," if you will, of the human-shaped environment and the ways in which it both aids and hinders the process of individuals living their lives as members of a community.

My own family of four has recently relocated from Rolling Bay into Winslow with the specific agenda of reducing to a single automobile and using bike, foot (and a little bit of boat) to handle the bulk of our transportation needs. It's a work in progress, but it's an rewarding puzzle and I would very much like the opportunity to join with like-minded

people in trying to find ways of both weaving the needed infrastructure into our island and to inspire more people to explore these alternatives.

**Please share
your
community
interests
(groups,
committees,
organizations)
if any::**

**Feel free to
attach your
resume
(optional).:**

Powered by EmailMcForm

From: Arthur D. (Demi) Allen
To: CityAdmin
Subject: Citizen Advisory Group Application
Date: Thursday, November 21, 2013 10:16:09 AM
Attachments: Allen Resume July 2013 NMTAC.pdf

Name*: Arthur D. (Demi) Allen

Email*: [REDACTED]

**Daytime
phone*:** [REDACTED]

Address*: [REDACTED]

**Current
employer*:** Self-employed

**Current
position*:** Consultant

**I am interested
in serving on
one of the
following
advisory
groups (select
all that
apply)::**

Non-Motorized Transportation Advisory Committee

**Have you
served on any
city advisory
groups in the
past?*** No

**If so, please
indicate
which
groups::**

**Please share
your
qualifications
for this
appointment
(skills,
activities,
training,
education) if
any::**

Experienced business lawyer and manager with a recent MBA in Sustainable Business from Bainbridge Graduate Institute. Daily bike commuter and advocate for active transportation issues. Have attended global and regional symposia on active transportation issues and completed academic projects focused on bike commuting.

Please share

A. Demarest (Demi) Allen

PROFILE

- Business-oriented attorney with extensive experience providing legal advice to businesses
- Extensive management and cross-functional team experience; comfortable collaborating with executive management and boards
- Highly skilled in analysis and clear communication regarding complex subjects
- Recent MBA from the leading graduate business school in sustainable business
- Daily bike commuter and advocate for active transportation (biking and walking)

EDUCATION

Bainbridge Graduate Institute, Seattle, Washington
MBA in Sustainable Business – June, 2013

Vanderbilt University School of Law, Nashville, Tennessee.
J.D. awarded 1987
Top 10% of graduating class

Butler University, Indianapolis, Indiana.
B.A. awarded 1984
Economics and English

EMPLOYMENT HISTORY

Bristol-Myers Squibb Assistant General Counsel ZymoGenetics, Inc. (acquired by BMS in October 2010) Seattle, Washington	July 2011-February, 2013 Mar. 2006-June 2011
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As a member of the Bristol-Myers Squibb Legal department, provided legal support for Seattle-based subsidiary (ZymoGenetics) acquired in 2010 as well as commercial and medical teams at BMS home office in Princeton. Highlights of responsibilities and accomplishments:

- Served as Vice President, Law and Compliance for ZymoGenetics, with overall responsibility for management of the legal and intellectual property functions prior to BMS acquisition.
- Worked extensively with colleagues in Legal and Compliance functions at Bristol-Myers Squibb and business managers to integrate ZymoGenetics into BMS.
- Member of Sustainability Council at Bristol-Myers Squibb beginning in 2011.

(Position eliminated in March, 2013 after business unit sold to The Medicines Company – focused solely on MBA program for final academic quarter.)

ICOS Corporation Bothell, Washington Director, Legal Affairs	Sept. 2002-Mar. 2006
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Publicly-traded biopharmaceutical company - launched a major pharmaceutical product (Cialis®) globally in partnership with Eli Lilly in 2003.

- Created the legal compliance infrastructure for the company's commercial organization, including all aspects of policy development, training and testing.
- Designed and implemented the company's Corporate Compliance Program.
- Negotiated and drafted a wide variety of commercial agreements.

Immunex Corporation

Dec. 2000-Sept. 2002

Seattle, Washington

Senior Counsel

Biopharmaceutical company with several marketed products, including Enbrel®; acquired by Amgen in 2002.

- Provided legal advice to sales and marketing managers.
- Served on promotional review teams for marketed products.
- Negotiated and drafted a wide variety of commercial agreements.

Diversified Pharmaceutical Services

1993-2000

Bloomington Minnesota

(SmithKline Beecham subsidiary 1994-1999)

Senior Counsel, SmithKline Beecham 1996-1999

Assistant General Counsel, DPS 1993-1996

One of the largest pharmacy benefit management (PBM) companies in U.S., managing several billion dollars of prescription drug expenditures by health plans.

- Responsible for all legal issues relating to the company's operations; supervised attorneys, paralegals and additional staff.
- Negotiated strategic agreements representing significant revenue while identifying and managing potential exposures for the company.

DowElanco (now Dow AgroSciences)

1990-1993

Indianapolis, Indiana

Commercial attorney for the U.S. Crops business; negotiated and drafted agreements and provided advice regarding dealer-distributor issues, product complaints and litigation, and antitrust issues.

Bose, McKinney & Evans

1987-1990

Indianapolis, Indiana

Associate attorney in the corporate department of a mid-sized business law firm. Primary areas of practice included corporate and securities law, mergers & acquisitions commercial contracts.

PROFESSIONAL/COMMUNITY ACTIVITIES

Admitted to the bar in Washington (lapsed/inactive in Minnesota and Indiana)

Board member and secretary, **Squeaky Wheels** (Bainbridge Island-based non-profit bicycle advocacy organization)

Daily bike commuter and volunteer team leader for Commute Challenge at two institutions

Attended **Velo-City Global 2012** conference in Vancouver, BC in June, 2012 (week-long global bike policy and planning conference)

Completed Leadership Development Program (intensive week-long program) at **Center for Creative Leadership** (San Diego) in June, 2010

Volunteer, **Sustainable Bainbridge** (planning team for Frog Rock Forum, 2011)

Rev. July, 2013



Citizen Volunteer Registration

The City of Bainbridge Island values citizen participation, open city government and volunteerism. Citizens can volunteer their time and talents to help study and resolve a variety of community issues, or help administer various city programs and services. By contributing to our community, we can further enhance the quality of life we enjoy.

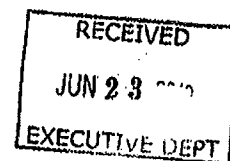
The city will keep a list of volunteers who have expressed an interest in helping on an unpaid basis. While holding a place on this list will not guarantee an appointment, your name will be considered for committees, issues and services which meet your interests and talents. The list of volunteers is reviewed by elected and appointed officials who make appointments or depend on volunteers to help run their programs.

Last Name: Willott First Name: Don

Address: [REDACTED]

Home Phone: [REDACTED] Work/Cell Phone: [REDACTED] Email: [REDACTED]

Present Employer: _____ Position: _____



Please check your areas of interest:			
☒ Capital Facilities Plan	☒ Forestry	☒ Natural Resources	☒ Transportation
☒ Design Standards	☐ Harbors	☒ Planning	☐ Utilities
☐ Economic Development	☐ Historic Preservation	☒ Public Safety	☒ Zoning Issues
☐ Ethics	☒ Housing	☐ Shoreline Management	

Indicate if there are specific advisory groups on which you are interested in serving:

Non-Motorized Transportation Advisory Committee

Tell us if you have served on any City advisory group(s) in the past:

NMTAC & numerous ad hoc groups & committees, e.g. Winslow Tomorrow and the Open Space Stakeholder Group.

Please share your qualifications for this appointment (skills, activities, training, education) if any:

At the "turn of the century," I served on the Goals and Policies Committee which produced the preliminary report from which the City Council developed the Non-Motorized Transportation Plan, contributed to development of the NMTP by the Council Land Use Committee. Was appointed to the original committee when it was formed, and continued through re-appointments.

I have worked as a Psychiatric Social Worker (MSW) in interdisciplinary settings, collaborating/networking with other staffs, boards, and volunteers. I did additional graduate work in Applied Behavioral Sciences, including organizational development and design.

I was previously active for more than a decade on Board and other committees for Group Health Cooperative of Puget Sound—including serving as Vice-Chair of the Central Regional Council (overseeing primary, hospital and specialty care for all consumers in the Greater Seattle area), Chaired the Cooperative Education Subcommittee of the Governance Committee, served on the Health Care Committee, Health Promotion & Evaluation Committee, and Human Relations Committee.

I have worked hard using the skills I developed in other settings to identify and form relationships with numerous constituency groups and other agencies concerned with the development of active transportation facilities and programs. Others tell me they value my collaborative, constructive, and persistent approach to working with individuals and groups,

as well as a large knowledge base and network of relationships with individuals & organizations which help identify the most strategic next steps.

I am very conscious of the importance of facilitating a clear scope of work, and creating a work plan which integrates and identifies practical steps accomplishing what is desired by the community, supported by Council, and uses the skills and networks of committee members & volunteers.

The Bainbridge Guide to Walking, Cycling, & Paddling (map), and the Bainbridge Shares the Road signs are two of my most visible projects.

Some of my recent work has included development of the "concept" for the Sound to Olympics (Greenway) Trail, which has now been incorporated into PSRC's Vision 2040. I organized a group of people knowledgeable about disabilities/accessibility to advise city staff and consultants on design of the Winslow Way Reconstruction Project. I have been a very active member of the KRCC Trail Committee, and am participating a sub-group recommending how to prioritize recommendations for planning and funding in Kitsap County for active transportation. I drafted (and developed collaboration with schools, parks, police, and fire department for) a Safe Routes to School Grant—working closely with staff and Council.

I am delighted that we have managed to keep the work of the NMTAC moving during a period in which new appointments were not made to fill openings from normal attrition. We have maintained and continued to develop an active network of citizens and some excellent working relationships with staff. The current initiative of community members and organizations in support of renewed formalization of the work of the NMTAC creates the opportunity for even more smart, hard work—and I'd like to be in the thick of it.

Please share your community interests (groups, committees, organizations, special activities) if any:

Current involvements include the following:

Board Member, North Kitsap Trails Association

Board Member, Washington Coalition for Promoting Physical Activity

Bicycle/Pedestrian Advisory Committee, Puget Sound Regional Council

Trail Committee, Kitsap Regional Coordinating Council

Parkland Acquisition Committee, Bainbridge Island Metropolitan Park and Recreation District

Regional Trails Committee, Peninsula Regional Transportation Planning Organization

Northwest Universal Design Council

Please return your form and resume (optional) to the Executive Department:

Email cityadmin@ci.bainbridge-isl.wa.us

Fax (206) 780-8600

Mail City of Bainbridge Island, Executive Department, 280 Madison Avenue North, Bainbridge Island, WA 98110

Feel free to contact us with any questions (206) 842-2545.