

**REGULAR CITY COUNCIL STUDY SESSION
TUESDAY, FEBRUARY 17, 2015
LOCATION: BAINBRIDGE ISLAND CITY HALL
280 MADISON AVENUE NORTH, BAINBRIDGE ISLAND, WA 98110**

1. 6:30 PM EXECUTIVE SESSION
Potential Litigation (RCW 42.30.110(1)(i))
2. 7:00 PM CALL TO ORDER / ROLL CALL
3. 7:05 PM ACCEPTANCE OR MODIFICATION OF AGENDA / CONFLICT OF INTEREST
DISCLOSURE
4. 7:10 PM CITY MANAGER'S REPORT
Comprehensive Plan/Navigate Bainbridge Update
5. 7:15 PM PRESENTATIONS
 - A. 7:15 PM Stream Typing/Fish Barrier Inventory

Documents: [021715 Stream Typing-Fish Barrier Presentation
Agenda Bill.docx](#)
 - B. 7:45 PM Kitsap Regional Coordinating Council Interlocal Agreements

Documents: [021715 KRCC ILA Agenda Bill.pdf](#)
6. 8:00 PM STAFF INTENSIVE
 - A. 8:00 PM Water Quality Flow Monitoring Program Flow Station Retrofit/Upgrade

Documents: [021715 WQFMP Agenda Bill.docx](#), [021715 1_2015
WQFMP RFP.pdf](#), [021715 2_Cardno_CoBI 2015 Retrofit SOW
Budget_Att C.pdf](#), [021715 3_Cost Benefit Assessment.pdf](#)

- B. 8:15 PM Electric Vehicle Charging Station
 - Documents: [021715 Electric Vehicle Charging Station Agenda Bill.docx](#), [021715 1_Charge_NW_Quote.pdf](#), [021715 2_ChargeNW Web Site.pdf](#), [021715 3_CT4000_Data_Sheet 73-001020-01_Rev_2.0_.Pdf](#)
- C. 8:20 PM Comcast Franchise Negotiations, Professional Services Agreement
 - Documents: [021715 PSA Comcast Franchise Negotiation Agenda Bill.docx](#), [021715 PSA River Oaks.pdf](#)
- 7. 8:30 PM COUNCIL DISCUSSION
 - A. 8:30 PM Housing Resources Bainbridge Request for Housing Trust Fund Grant
 - Documents: [021715 HRB Housing Trust Fund Request.pdf](#), [021715 COBI HTF Funding Request 12 23.Pdf](#)
 - B. 8:40 PM Lodging Tax Advisory Committee Recommendations for 2015 Awards
 - Documents: [021715 AB 2015 LTAC Award Recommendation.docx](#), [021715 LTAC 2015 Recommendation To Council.pdf](#)
- 8. 8:50 PM COMMITTEE REPORTS
 - A. 8:50 PM Utility Advisory Committee Report, February 9, 2015
 - Documents: [021715 Utility Advisory Committee Liaison Report - Councilmember Tollefson.docx](#)
 - B. City Advisory Committee Liaison Report - Mayor Blair
 - Documents: [021715 City Advisory Committee Liaison Report - Mayor Blair.pdf](#)
- 9. 8:55 PM REVIEW OF UPCOMING COUNCIL MEETING AGENDAS
 - Documents: [021715 2015 Proposed Council Calendar Items.pdf](#)
- 10. 9:00 PM FOR THE GOOD OF THE ORDER

11. 9:05 PM ADJOURNMENT

Times listed on this agenda are appropriate. 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 of the day preceding the meeting.

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Stream Typing/Fish Barrier Inventory

Date: February 17, 2015

Agenda Item: Presentation

Bill No.: AB 15-029

Proposed By: Public Works Director Barry Loveless

BUDGET INFORMATION

Depart/Fund: N/A

Expenditure Req: \$ N/A

Budgeted? ☐ Yes ☐ No

Budget Amend. Req? ☐ Yes ☐ No

REFERRALS/REVIEW

Study Session:

Recommendation:

City Manager ☒ Yes ☐ No ☐ N/A

Legal ☐ Yes ☐ No ☒ N/A

Finance ☐ Yes ☐ No ☒ N/A

Action Item:

Jamie Glasgow with Wild Fish Conservancy and Justin Zweifel with the Department of Fish and Wildlife will update the City Council on recent stream typing and fish barrier inventory results of streams on Bainbridge Island.

RECOMMENDED ACTION

Motion:

Information Only.

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Kitsap Regional Coordinating Council Interlocal Agreements	Date: February 17, 2015
Agenda Item: Presentations	Bill No.: 15-034
Proposed By: Mayor Anne Blair	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

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

DESCRIPTION/SUMMARY

Action Item:

The organizational restructuring and long-term sustainability of Kitsap Regional Coordinating Council has been under discussion for over a year. Pending development of inter-jurisdictional Interlocal Agreements (ILAs), COBI representatives to the KRCC Executive Board Blair and Bonkowski will describe the preliminary restructuring plans and discuss proposed ILAs.

RECOMMENDED ACTION

Motion:

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Water Quality Flow Monitoring Program (WQFMP) Flow Station Retrofit/Upgrade

Date: February 17, 2015

Agenda Item: Staff Intensive

Bill No.: AB 15-030

Proposed By: Public Works Director Barry Loveless

BUDGET INFORMATION

Expenditure Req: \$ N/A

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

Action Item:

City staff to update the City Council on the Water Quality and Flow Monitoring Program (WQFMP) Flow Station Retrofit/Upgrade. Work is within current program budget and workplan.

Background:

Since 2010, the City has been improving the flow sensing technology at the City's automated flow monitoring stations in order to minimize station downtime (data loss) and improve efficiency and quality.

Currently, two improved stations have the same capabilities and equipment and utilize similar techniques for flow measurement and water quality data acquisition. However, the remaining stations utilize older equipment and techniques and have dissimilar capabilities. This difference in equipment, techniques and capabilities creates challenges for data acquisition, post-processing, and management; equipment maintenance; and overall general operations, particularly during automated targeted storm event sampling.

Improvements outlined in the scope of work (see attached WQFMP RFP) will enhance and streamline data acquisition, processing and management all while increasing efficiency and, ultimately, reducing labor and maintenance costs (see attached Benefits vs. Risks and Added Costs).

This scope of work also includes routine annual weather station maintenance tasks and provides for on-call, only-as-needed, trouble-shooting technical assistance.

Background – continued to page 2.

RECOMMENDED ACTION

Motion:

Information Only.

Consultant Selection:

In keeping with City practice, the City solicited Requests for Proposal using the MRSC consultant roster. Invitations were sent to Anchor QEA, Aspect Consulting, Cardno, Hart Crowser, and Herrera Environmental. As a courtesy, an invitation was also sent to the Kitsap Public Utility District. Out of the six firms/agencies invited to propose, three firms expressed initial interest. However, two of those firms withdrew interest and, ultimately, only Cardno, submitted a proposal.

Non-responsive firms provided the following as reasons for not submitting a proposal: lack of staff availability, assumption that a Kitsap-based consultant would be more highly rated, timing of the proposal, challenge to meet proposed scope of work within the proposed budget and timeline; did not believe that they could provide the services most cost-effectively due to travel times and costs.

A selection committee consisting of an outside agency professional (King County), an ETAC representative, and key City staff reviewed the submitted proposal for qualifications and experience, understanding and approach to scoped work, demonstrated technical expertise, estimated costs of services, and completeness of submittal. The committee deemed Cardno's submittal to be highly acceptable in all categories. A breakdown of the proposal, by task, is attached.

A professional services agreement with Cardno in the amount of \$21,181.36 is recommended to the City Manager for approval and within the City Manager's signing authority.



REQUEST FOR PROPOSAL
WATER QUALITY AND FLOW MONITORING PROGRAM
Surface Water Quality and Flow Monitoring

Generalized Scope of Work	Provide the following services: - Automated water quality and flow monitoring station retrofit to downward-looking ultrasonic sensing, solar power and telemetry - Routine weather station maintenance and calibration In addition, the consultant will provide the following on-call/as needed only services: - Automated continuous flow monitoring station maintenance, calibration, and data management
Consultant Qualifications:	The Consultant Team Lead must be a licensed hydrologist or hydrogeologist, and team personnel must have demonstrated technical expertise in surface water hydrology/hydrogeology, particularly in the area of automated, telemetered 1st and 2nd order stream flow and stormwater outfall discharge monitoring. Consultant must have experience in surface water and stormwater water quality monitoring and assessment and working knowledge of federal, state, and local water quality standards or criteria.
Submittal Requirements:	- A brief letter of introduction - A detailed statement of qualifications and relevant experience of team personnel - Fee schedule and estimated cost of services - Names and phone numbers of at least three (3) references - Examples of similar work in the last five (5) years (weblinks or electronic copies preferred)
Submittal Due:	No later than 3:00 p.m. on January 8, 2015. Submit five (5) copies of the required submittal package.
Schedule:	Station retrofit must be completed by June 30, 2015.
Contact Person:	Cami Apfelbeck, MS Geological Sciences Water Quality and Flow Monitoring Program Manager City of Bainbridge Island Department of Public Works 280 Madison Avenue N. Bainbridge Island, WA 98110 capfelbeck@bainbridgewa.gov Tel: 206.780.3779 Fax: 206.780.3710
Additional Considerations:	Consultants must have the ability to enter into the City's Professional Services Agreement and meet all required licensure and insurance requirements. All City professional services agreements may be terminated by either party, without cause, upon 30 days' written notice.



**CITY OF BAINBRIDGE ISLAND
WATER QUALITY AND FLOW MONITORING PROGRAM**

REQUEST FOR PROPOSAL

Surface Water Quality and Flow Monitoring

I. Description

The City of Bainbridge Island is soliciting proposals from qualified firms, or partnerships of firms, with demonstrated technical expertise in hydrology/hydrogeology and surface and stormwater water quality monitoring and assessment to retrofit automated water quality and flow monitoring stations to ultrasonic downward-looking flow sensing, solar power and telemetry.

Consultant will also provide routine weather station maintenance and calibration and provide **on-call/as needed only**, automated water quality and flow monitoring station calibration, maintenance, and data management.

II. Background

The City's [Water Quality and Flow Monitoring Program](#) (WQFMP) was developed in 2007 through a Washington State Department of Ecology Centennial Clean Water Fund Grant to monitor the freshwater, marine nearshore water, and stormwater quality of Bainbridge Island to support the City's efforts to protect and restore federal and state-designated beneficial uses.

In addition to monthly status and trends monitoring of Island streams and urban core stormwater outfall discharge, the City has established long-term automated water quality and flow monitoring stations representative of the Island's primary flow regimes. Continuous flow and targeted storm event monitoring data collected at these stations are used to identify potential stormwater runoff impacts; to calculate pollutant loads in Island streams and stormwater runoff;

and to secure grant-funding for watershed improvement studies and stormwater system maintenance and retrofit.

A detailed scope of work is described in Section III (below); however, the WQFMP Program Manager will finalize scope of work and schedule with selected consultant.

III. Detailed Scope of Work

Task 1 - Administration and management

Schedule: On-going for duration of contract; commences upon execution of contract.

The consultant's administrative responsibilities shall include, but not be limited to: submittal of billing invoices, compliance with applicable procurement and contracting, and submittal of required performance items. The consultant will obtain all required permits and licenses. The City will aid the consultant in the determination of right-of-way issues such as easements and/or property access agreements necessary for completion of required tasks.

The consultant's management efforts shall include conducting, coordinating, and scheduling work activities and assuring quality control in coordination with the WQFMP Program Manager. The consultant shall maintain effective communication with the consultant's designees, the City, all affected local, state, or federal jurisdictions, and interested individuals or groups consistent with management duties. The consultant shall carry out activities in accordance with the schedule outlined in this scope of work or as set by the WQFMP Program Manager.

Required Performance:

1. Effective administration and management to include maintenance of all records and timely submittal of all budget costing information, billing invoices and/or submittals, and performance items.
2. Attendance at one (1) two-hour coordination and scheduling meeting prior to commencement of scope of work.
3. Effective and prompt communication with the WQFMP Program Manager via phone, email, or in person, when needed, to complete any scoped work.

Task 2 – Automated water quality and flow monitoring station retrofit

Schedule: Commences upon execution of contract; all four (4) sites must be completed by June 30, 2015.

The consultant will design an efficient, cost-effective, retrofit plan to convert current automated water quality and flow monitoring stations to ultrasonic downward-looking flow sensing, solar power, and telemetry.

Upon WQFMP Program Manager written approval of the finalized retrofit plan, the consultant will construct, install, calibrate, program, test, and launch all instrumentation, infrastructure, and equipment to include any necessary electrical system re-design and re-wiring.

The Consultant will also conduct any needed site maintenance tasks such as instrument enclosure cleaning and repair and vegetation management to prepare sites for retrofit.

The consultant will be responsible for the purchase of all instruments, equipment, hardware, software and needed supplies at cost via the use of designated program expenses with prior written approval of the WQFMP Program Manager.

Required Performance:

1. Professional, efficient, and cost-effective retrofit design.
2. Successful installation, calibration, testing, and launching of all sites by June 30, 2015.
3. Clear and concise completion of all applicable field forms and other documentation and prompt delivery of all documentation to the WQFMP Program Manager.
4. Prompt update of the *WQFMP Field Operations Manual* to reflect site retrofits.
5. Training of City staff and/or volunteers on the calibration, maintenance, and utilization of new instrumentation.

Task 3 – Routine weather station calibration and maintenance

Schedule: One (1) calibration visit and three (3) routine maintenance visits per year at two (2) sites for duration of contract.

The consultant will de-install/re-install, program, launch, calibrate, and maintain all weather monitoring instrumentation, equipment, and hardware, as needed. This includes gages, dataloggers, modems, panels, sensors, and all other associated electrical and mechanical hardware and infrastructure.

The consultant will be responsible for the purchase of maintenance supplies and repair and/or replacement costs of City-owned or rented equipment at cost via the use of designated program expenses with prior written approval of the WQFMP Program Manager.

The consultant will also conduct site maintenance tasks such as instrument enclosure cleaning and repair, as needed.

Required Performance:

1. Conduct one (1) calibration and three (3) routine maintenance visits at two (2) sites per year for duration of contract.
2. Effective and prompt de-installation/re-installation, calibration, and maintenance of weather monitoring instrumentation and equipment, as needed.
3. Effective maintenance of electrical and mechanical hardware and site maintenance such as instrument and enclosure cleaning and repair, as needed.
4. Clear and concise completion of all applicable field forms and other documentation and prompt delivery of all documentation to the WQFMP Program Manager.

Task 4 – On-call automated monitoring station calibration, maintenance, and data management

Schedule: **On-call/as needed only** for duration of contract at four (4) sites.

On an on-call/as needed basis only, the consultant will de-install/re-install, program, launch, calibrate, download and maintain all automated water quality and flow monitoring instrumentation, equipment, and hardware. This includes autosamplers (when deployed), rain gages, dataloggers, sensors, and associated electrical and mechanical hardware and infrastructure.

The consultant will be responsible for the purchase of maintenance supplies and repair and/or replacement costs of City-owned or rented equipment at cost via the use of designated program expenses.

The consultant will also conduct site maintenance tasks such as instrument enclosure cleaning and repair and vegetation management when needed.

Required Performance:

1. Effective and prompt de-installation/re-installation, calibration, and maintenance of the City's automated water quality and flow monitoring instrumentation and equipment.
2. Effective maintenance of electrical and mechanical hardware and site maintenance such as instrument and enclosure cleaning and repair and vegetation management.
3. Clear and concise completion of all applicable field forms and other documentation and prompt delivery of all documentation to the WQFMP Program Manager.

IV. Proposal Content/Submittal Package

The submittal shall be twenty (20) pages maximum, 8½ x 11 inches, single-sided, and in 12-point font minimum. All pages count towards the page total except the cover, introductory letter, team organizational chart (if included), and copies of relevant previous work, if provided in hard copy format. The proposal shall be submitted in the format outlined below:

1. **Brief Description of Firm or Partnership of Firms** – Describe your firm’s areas of expertise and other information that helps to characterize the firm. Provide the name, title, address, and telephone number of the primary contact.
2. **Team Leader’s Qualifications and Experience** – Identify the team leader who will be responsible for the scope of work. List the team leader’s relevant qualifications and experience with emphasis on 1st and 2nd – order (small) stream geomorphology; freshwater and stormwater quality monitoring and assessment; and automated, telemetered water quality and flow monitoring. The Team Leader must be a licensed hydrologist/hydrogeologist.
3. **Team Member’s Qualifications and Experience** – Describe the team membership including name and office location including subcontractors, if applicable. Describe key personnel’s proposed roles and responsibilities, and relevant related qualifications and experience with emphasis on 1st and 2nd – order (small) stream geomorphology; freshwater and stormwater quality monitoring and assessment; and automated, telemetered water quality and flow monitoring.
4. **Understanding and Approach to Scope of Work** – Provide a narrative description of how the firm proposes to execute the tasks described in the scope of work. In particular, provide a narrative and graphical description of the design and execution of *Task 2 – Automated water quality and flow monitoring station retrofit*. Engineered drawings are not required; high quality sketches are acceptable.

A detailed description of the current configuration and instrumentation installed at each of the City’s automated stations is provided in **Appendix A**. You must demonstrate familiarity and expertise with the specific instrumentation and equipment identified, and describe your proposed modifications with a detailed instrument, equipment, and supply

list with associated costs. Identify challenges which you foresee and your approach for addressing these challenges.

NOTE: The WQFMP Program Manager will be hosting a 2-hour field excursion to each of the automated stations on **Thursday, December 11, 2014, 1:00 – 3:00** in order for interested parties to get an on-site examination of current infrastructure, instrumentation, and site particulars. Interested parties need to RSVP to Cami Apfelbeck – Water Quality and Flow Monitoring Program Manager, City of Bainbridge Island, (206) 780-3779, capfelbeck@bainbridgewa.gov. no later than **4:00 p.m. on Monday, December 8, 2014.**

5. **Demonstrated Technical Expertise** – Provide relevant examples of previous work in the last five (5) years along with at least three (3) professional references. Examples of previous work should be listed in the submittal document by citation only with a weblink to the full document provided. If necessary, hard copies or electronic copies on disk or flash drive may be provided in lieu of a weblink.
6. **Estimated Cost of Services** – Provide firm's fee schedule and an estimated cost of services by task as identified in the scope of work.

V. Additional Information

Questions may be directed to Cami Apfelbeck, MS Geological Sciences – Water Quality and Flow Monitoring Program Manager, City of Bainbridge Island, (206) 780-3779, capfelbeck@bainbridgewa.gov.

The City's standard Professional Services Agreement will be utilized for this effort, and the selected consultant must meet all required licensure and insurance requirements. All City professional services agreements may be terminated by either party, without cause, upon 30 days' written notice.

In submitting qualifications, the respondent agrees to comply with all applicable Federal, State, and Local laws, regulations, and procedures in the conduct of the work specified herein.

The consultant selected will be required to obtain and maintain a City of Bainbridge Island business license for the duration of the contract.

VI. Proposal Deadline

Five (5) copies of the proposal/submittal package must be received no later than 3:00 p.m. local time, on Thursday, January 8, 2015 at the following address:

City of Bainbridge Island
Public Works Department
Attn: Cami Apfelbeck, Water Quality and Flow Monitoring Program Manager
280 Madison Avenue North
Bainbridge Island, WA 98110

Submittals received after the deadline will not be considered.

VII. Selection Process

A selection committee will rank proposals based upon qualifications and experience, understanding and approach to scoped work, demonstrated technical expertise, estimated cost of services, and completeness of submittal package. These factors will be weighted as follows:

Qualifications and experience (40%),
Understanding and approach to scoped work (25%)
Demonstrated technical expertise (20%)
Estimated cost of services (10%)
Completeness of submittal package/proposal (5%)

Select references will be checked. The City of Bainbridge Island may choose to interview the top ranked firms. However, at its discretion, the City of Bainbridge Island may dispense with interviews and select a firm directly from submittals to perform the work.

The City of Bainbridge Island will seek to negotiate a finalized scope of work, work schedule, and costs directly with the top-ranked firm. If unable to reach an agreement, the City of Bainbridge Island will terminate negotiations and commence negotiations with the second-ranked firm, and so forth.

The City of Bainbridge Island reserves the right to reject all submittals and not award a contract as a result of this request.

The City of Bainbridge Island is committed to a program of equal opportunity regardless of race, color, creed, sex, age, national origin, or the presence of any sensory, mental, or physical disability.

Persons with disabilities may request this information be prepared and supplied in alternate forms by calling collect.

Appendix A

Current Configuration by Site

Cooper Creek (SE62):

- Flow - KPSI 550 Water Monitor pressure transducer installed in a stilling well to record level, which is used along with the stage/discharge relationship to calculate stream flow
- Rainfall - ISCO 674 tipping bucket rain gage
- Datalogger – Onset Computer Corporation HOBO (H-07) for rainfall; transducer for level
- The site has the capability of collecting targeted storm event samples (with an ISCO 6712 autosampler) and monitoring physio-chemical parameters via a YSI multimeter (when connected to the ISCO autosampler).

NEEDED MODIFICATIONS – Retrofit to ultrasonic downward-looking flow sensing, telemetry, and solar power

Ravine Creek (SE1A):

- Flow - APG ultrasonic downward-looking sensor to gage distance to the water surface, which in turn is converted to a water level. Applying Manning's Equation and the geometry of the culvert, the level is used to calculate flow through the culvert section.
- Rainfall – No rain gage installed on site; this site utilizes nearby City weather station which uses ISCO 674 tipping bucket rain gage.
- Datalogger – Campbell Scientific CR800 (with modem)
- The site has the capability of collecting targeted storm event samples (with an ISCO 6712 autosampler) and monitoring physio-chemical parameters via a YSI multimeter (when connected to the ISCO autosampler).

NEEDED MODIFICATIONS –Telemetry and solar power

Springbrook Creek (SE35):

- Flow - APG ultrasonic downward-looking sensor to gage distance to the water surface, which in turn is converted to a water level. This water level is applied to a compound weir equation, where level is then used to calculate flow over the sections of the weir.
- Rainfall - ISCO 674 tipping bucket rain gage
- Datalogger – Campbell Scientific CR800 (without modem) for both rainfall and flow
- The site has the capability of collecting targeted storm event samples (with an ISCO 6712 autosampler) and monitoring physio-chemical parameters via a YSI multimeter (when connected to the ISCO autosampler).

NEEDED MODIFICATIONS –Telemetry and solar power

Lower Madison Brien Bjune Stormwater Outfall (OFL69):

- Flow – ISCO 4110 ultrasonic downward-looking sensor to gage distance to the water surface, which in turn is converted to a water level. Applying Manning's Equation and the geometry of the pipe, the level is used to calculate flow through the pipe.
- Rainfall - ISCO 674 tipping bucket rain gage
- Datalogger – ISCO 4110 for both rainfall and flow
- The site has the capability of collecting targeted storm event samples (with an ISCO 6712 autosampler) and monitoring physio-chemical parameters via a YSI multimeter (when connected to the ISCO autosampler).

NEEDED MODIFICATIONS – Upgrade to ultrasonic downward-looking sensing, telemetry, and solar power



City of Bainbridge Island

Cardno GS, Inc.
2015 WQFMP Support

COST ESTIMATE SUMMARY

CATEGORY		TASK 1 Admin & Mngmnt		TASK 2 Automated WQFM Stations Retrofit		TASK 3 Routine WS Cal. & Maint.		TASK 4 On-call Automated Station Cal, Maint. & Data Mngmnt		TOTAL	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Project Manager / Lic Hydrogeo. / Field Ops Mngr	\$150.00	9	1,350.00	16	2,400.00	2	300.00	4	600.00	31	4,650.00
Telemetry Systems Tech Lead / Sen. Hydrologist	\$145.00			8	1,160.00	2	290.00	4	580.00	14	2,030.00
Task Manager / Field Ops Lead	\$105.00			16	1,680.00					16	1,680.00
Field Support / Task Lead	\$80.00			52	4,160.00	23	1,840.00	10	800.00	85	6,800.00
Field Support	\$71.00			40	2,840.00			10	710.00	50	3,550.00
Project Coordinator / Contract & Admin	\$95.00	4	380.00							4	380.00
TOTAL LABOR			1,730.00		12,240.00		2,430.00		2,690.00		19,090.00
OTHER DIRECT COSTS (see attached detail)											
Travel			8.96		84.00		44.80		33.60		171.36
Equipment Usage					180.00		125.00		20.00		325.00
Materials/Supplies					637.00		300.00				937.00
Miscellaneous					20.00		120.00		120.00		260.00
TOTAL ODCs			8.96		921.00		589.80		173.60		1,693.36
G&A on ODCs @											
SUBTOTAL COSTS			1,738.96		13,161.00		3,019.80		2,863.60		20,783.36
TAXES											
Washington State Excise Tax	1.500%		\$26.08		\$197.42		\$45.30		\$42.95		311.75
City Tax	0.415%		\$7.22		\$54.62		\$12.53		\$11.88		86.25
TOTAL TAXES			33.30		252.04		57.83		54.83		398.00
GRAND TOTAL COSTS			1,772.26		13,413.04		3,077.63		2,918.43		21,181.36
			=====		=====		=====		=====		=====

Budget Assumptions:**Overall;** No ferry tolls charged to any task, company vehicle billed only for mileage at 2014 CONUS rate, labor billed at 2014 CoBI rates**Task 1;** Invoicing only during periods of billable activities, assuming 6 invoicing periods (at 1 hrs each) and one 3-hr meeting. Project support @ 4 hrs**Task 2;** Labor assumes 8 hrs of Telem Lead for programming & revisions; 12 hrs for Task Lead to build and test telem systems, 40hrs each for Task Lead and Field Support & 16 hrs each for Fld Ops Mngr and Fld Ops Lead to install & make automated systems operational. Cost for all proposed retrofit equipment included.**Task 3;** 4 site visits / year. Three visits at 5 hours each and one Annual event at 8 hrs. Costs for sensor bench testing and manf. recertification are included.**Task 4;** Assumes 20 hrs of coverage for field crew personnel to perform any necessary site / calibration / data collection work and 8 hrs of senior level support.



City of Bainbridge Island
Cardno GS, Inc.
2015 WQFMP Support

OTHER DIRECT COSTS DETAIL

CATEGORY	UNIT RATE	TASK 1 Admin & Mngmnt		TASK 2 Automated WQFM Stations Retrofit		TASK 3 Routine WS Cal. & Maint.		TASK 4 On-call Automated Station Cal, Maint. & Data Mngmnt		TOTAL	
		Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost
TRAVEL:											
POV Mileage @ 2014 rate	\$0.56	16	8.96	150	84.00	80	44.80	60	33.60	306	171.36
TOTAL TRAVEL			8.96		84.00		44.80		33.60		171.36
REPRODUCTION:											
TOTAL REPRODUCTION											
EQUIPMENT USAGE:											
Shop Tool usage / day	\$20.00			5	100.00			1	20.00	6	120.00
3kw generator / day	\$40.00			2	80.00					2	80.00
Fall protection gear (weather station maint) / day	\$25.00					4	100.00			4	100.00
Rain gauge calibration unit / day	\$25.00					1	25.00			1	25.00
TOTAL EQUIPMENT USAGE					180.00		125.00		20.00		325.00
SUBCONTRACTORS:											
TOTAL SUBCONTRACTORS											
MATERIALS/SUPPLIES:											
Misc. automated station retro fit items	\$1.00			637	637.00					637	637.00
Weather Station manuf. Annual maint. costs	\$1.00					300	300.00			300	300.00
TOTAL MATERIALS/SUPPLIES					637.00		300.00				937.00
MISCELLANEOUS:											
Frieght & Shipping charges	\$1.00			20	20.00	100	100.00			120	120.00
PPE (nitrile gloves,etc.)	\$1.00					20	20.00	20	20.00	40	40.00
Rental power equipment - site clearance	\$1.00							100	100.00	100	100.00
TOTAL MISCELLANEOUS					20.00		120.00		120.00		260.00
TAXES:											
Washington State Excise Tax			26.08		197.42		45.30		42.95		311.75
City Tax			7.22		54.62		12.53		11.88		86.25
TOTAL TAXES			33.30		252.04		57.83		54.83		398.00

Benefits	Risks or Added Costs
Approximately 80% of retrofit costs will be grant-funded; initial investment by City ~\$5,000 Within current budget; no budget adjustments or additions needed Reduces risk of injury to staff and volunteers during field maintenance Reduces field time for routine maintenance and downloads Automates data downloads and significantly reduces data management time Provides web-based data sharing with public Significantly reduces costs for outside professional services, particularly during 5-year targeted storm event sampling (the most costly monitoring activity)	Solar panels will be more visible at street level; may draw curiosity/vandalism (although low risk, as no history of site vandalism) Additional \$15/per site per month for cell coverage (\$720 annually); may be able to minimize by "piggy-backing" onto nearby City telemetry such as facilities at Head of the Bay wellfield. Replacement costs for solar panels (expect to get 15+ years service from the panels; replacement cost at today's rate = \$450/panel); long-term maintenance cost savings by retrofit expected to offset this cost.

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Electric Vehicle Charging Station	Date: February 17, 2015
Agenda Item: Staff Intensive	Bill No.: AB 15-031
Proposed By: Public Works Director Barry Loveless	

BUDGET INFORMATION

Expenditure Req: \$ 8,224.00	Depart/Fund: 2015 Equipment CIP
------------------------------	---------------------------------

REFERRALS/REVIEW

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

Action Item:

Consider placement of a CIP equipment amendment to authorize purchase of a Chargepoint Electric Vehicle charging station in the estimated amount of \$8,224.00 on the February 24, 2015 consent agenda.

Background:

The EV charging station located on Winslow Way was installed by Blink during the Winslow Way Reconstruction project and is now owned by the City. The unit has had on-going reliability issues and is currently inoperative without a service contract. Blink will assume ownership of the unit and repair or replace it with the contract terms being an exclusive 4-year entitlement to operate this unit and any other units the City may install over this term. In addition, Blink will retain 60% of the net profits generated by the unit net of operating costs. After considerable evaluation by City staff, it is recommended that another service provider would be more responsive and reliable.

Charge Northwest has provided the City a quote for removal of the existing Blink charging station and installation of a new Chargepoint dual head charger. An additional estimated \$1,000.00 is needed for an electrical contractor to install the charging station for a total estimated expense of \$8,224.00. See attached quote and informational materials. The initial expense includes a 3-year discounted, pre-paid network subscription plan. In addition, Chargepoint would retain 10% of the fees collected at the station and the City will have full control over setting the fees charged.

Other areas in Kitsap County use Chargepoint units including Central Market in Poulsbo and Town & County Market plans to install a new unit as part of their renovation project.

RECOMMENDED ACTION

Motion:

I move that the City Council amend the 2015 Equipment CIP to authorize the purchase of a Chargepoint Electric Vehicle charging station in the estimated amount of \$8,224.00 and forward to the February 24, 2015 consent agenda.



Charge Northwest LLC

2709 52nd Ave NW
Gig Harbor, WA 98335

(253)265-0919

robin@chargenw.com

http://www.chargenw.com

Quote

Date	Quote No.
01/13/2015	1305
Exp. Date	
03/31/2015	

Address

Barry Loveless
City Of Bainbridge Island
280 Madison Ave. N
Bainbridge Island, WA 98110

Ship Via

fedex

Product	Description	Quantity	Price	Amount
CT4021-GW1	• Dual Output Gateway Option USA, Bollard Unit - 208/240V @30A with Cord Management, Power Share, LED Lighting, Video Screen Regular \$7295.00* Special BLINK removal Credit	1	5,795.00	5,795.00
CTSW-SAS-COMM-3	• 3 Year PRE PAY 24/7/365 Network Operation & Driver Support, Station Manager Login, Pricing Control, Reservation Control, Station API Use, Billing API Use, Reservation API Use Regular \$280/year/head	2	640.00	1,280.00
Provisioning	• Provisioning and Network Set-up (Normally \$349/station) • *BLINK removal Credit, requires removal of old Blink EV CHARGER and replacement with Chargepoint Dual Head Charger. Before & After Pictures required • WA State Sales Tax Exempt per WA HB1481	1	0.00	0.00
			SubTotal	\$7,075.00
			Shipping	\$149.00
			Total	\$7,224.00

NOTES: QUESTIONS OR ISSUES?
PLEASE CONTACT JIM BLAISDELL 253-265-0919
Blaze@chargenw.com

Accepted By

Accepted Date

CHARGE NORTHWEST

- [Home](#)
- [Products](#)
- [Our Customers](#)
- [Gallery](#)
- [Contact Us](#)



ChargePoint Stations

With innovative new features, the CT4000 Series gives station owners a more affordable, customizable, and intuitive way to help drivers get off gas.

Check out the updates that take our stations to the next level of EV charging:

Power Sharing

- Doubles the number of parking spaces served by allowing for two charging ports to share one single circuit
- Reduces installation and incremental costs by allowing for greater charge spot capacity

Customizable Video and Branding Options

- 5.7-inch color LCD screen allows station owners to run their own video content
- Features built-in signage easily replaceable with custom branding

Clean Cord Technology

- Maintenance-free, light-weight, self-retracting cords come standard on all models
- Second-generation gravity operated mechanism improves user experience



User-Friendly Interface

- Interactive touch-button system performs in all weather conditions
- Multi-language instructions available in English, French, and Spanish

[Download our data sheet to see even more features, photos, and technical specs.](#)

[Download install guide](#)

Think it's a good time to get hooked up with new CT4000 stations? It's as simple as dropping us a line.

[Contact Us](#)

Phone: 253-265-0919

Email: info@chargenw.com





- [Home](#)
- [Products](#)
- [Our Customers](#)
- [Gallery](#)
- [Contact Us](#)

Our Customers

- Adobe
- ATI Pacific Cast Technologies
- Bastyr University
- Bonneville Power Administration
- Burlington Hydro
- Center for Urban Waters
- China City Restaurants
- City of Bandon
- City of Bellevue
- City of Edmonds
- City of Ellensburg
- City Of Hillsboro
- City of Issaquah
- City of Kirkland
- City of Mercer Island
- City of Redmond
- City of Sammamish
- City of Seatac
- City of Seattle
- City Of Tacoma
- City of University Place
- City of Vancouver BC
- Consumers Power
- Gateway Capital LLC
- Group Health
- Impark
- Intel
- Kemper Development
- Kilroy Realty
- King County Department of Transportation
- Kitsap County
- Linn Benton Community College
- Microsoft
- Mission Support Alliance
- Mountain Equipment Co-Op
- Natural Resources Canada
- Nintendo
- Orcas Power & Light Co-Op
- Pacific Lutheran University
- Pacific Northwest National Labs
- PCC Natural Markets
- Port Of Skamania County
- Portland General Electric
- Puget Sound Energy
- REI
- Resort Municipality of Whistler
- Shoreline Water District
- Snohomish County PUD
- SRM Development
- Stevens Pass Mountain Resort
- Tacoma Public Utilities
- The Bellevue Collection
- The Boeing Company
- The City of Oak Harbor
- University of Washington
- US Forest Service
- UW Bothel & Cascadia CC
- Valley Medical Center
- Vashon School District
- Vulcan
- WA State Dept of Ecology
- Washington State Department of Ecology
- Whidbey Telecom
- And Many more...

CT4000 Family

ChargePoint® Charging Stations

The CT4000 is the latest generation of ChargePoint® charging stations. These easy-to-use stations provide corporations, municipalities and utilities industry leading EV charging solutions. Integrating design and functionality with superior reliability and durability, the CT4000 family of charging stations is ideal for workplace, commercial, or outdoor public charging.

The CT4000 is available in bollard and wall mount configurations for easy installation anywhere. The innovative power sharing feature of the CT4000 enables two charging ports to share a single circuit, allowing for sites with single port EV stations to upgrade to dual port stations without requiring additional electrical services. For new installations, the CT4000 requires half the electrical capacity and installation complexity of comparable dual port stations.

All CT4000 models offer one or two standard SAE J1772™ Level 2 charging ports, each supplying up to 7.2kW (208/240VAC @ 30A). The need for drivers to coil up the cord is eliminated with the self-retracting cord management system, ensuring that the cord is always off the ground when not in use.

ChargePoint Software Service Plans¹ let you control access, set pricing, display advertising, monitor status, and generate usage reports while ChargePoint provides 24/7/365 call center support to drivers so you don't have to.

LCD Display Allows for Customizable Video

- + Daylight readable, with auto brightness control
- + 640X480 resolution active matrix
- + Full motion 30fps video support
- + Download up to 60 seconds of full-motion, full-color video to any arbitrary group of stations as often as you like²
- + Brand your charging stations and communicate with drivers
- + Multiple language support allows drivers to select English, French or Spanish

Energy Measurement and Management

- + Real-time energy measurement
- + 15 minute interval recording
- + Time of day (TOD) pricing
- + Load shed by % of running average or to fixed power output

Hassle-Free Cord Management

- + Keep charging cords off the ground and out of drivers hands
- + Ultra-reliable second-generation gravity operated mechanism

Power Sharing³ (patent pending)

- + Share one 40A 208/240 circuit between two parking spaces
- + Single vehicle charges at full 6.2/7.2kW (30A @208/240V) and two vehicles simultaneously charge at 3.3/3.8kW (16A @ 208/240V) each

Multi-format RFID Card Reader

- + ISO 15693 , ISO 14443 and NFC
- + Accepts ChargePoint cards as well as Visa PayWave, MasterCard PayPass, American Express ExpressPay, and Discover Zip contactless credit cards

The 5.7" LCD display provides full motion charging instructions in a clear and simple format. It also allows station owners to deliver advertising messaging.

Driver interaction is supported in any weather by five rugged, back-lit buttons with audio feedback.



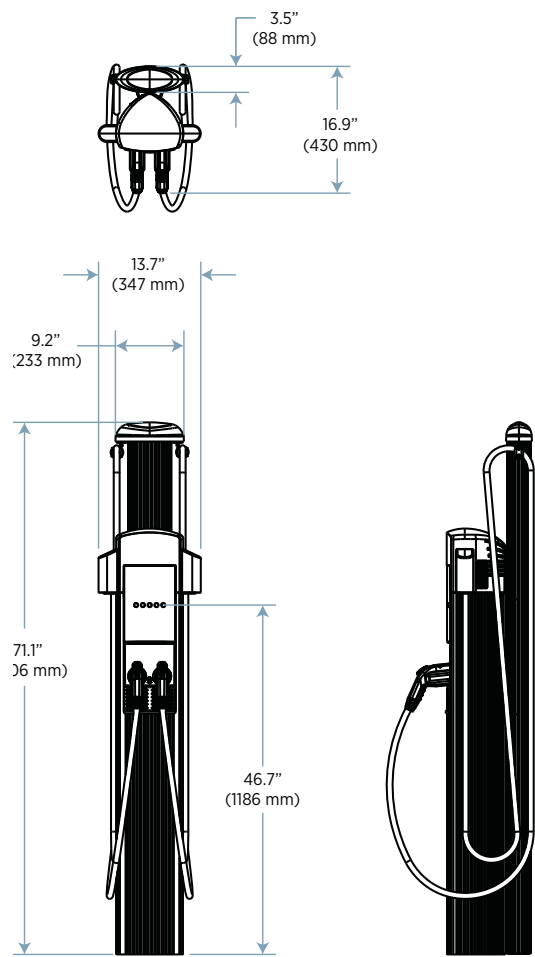
¹ Sold separately

² Video service plan required

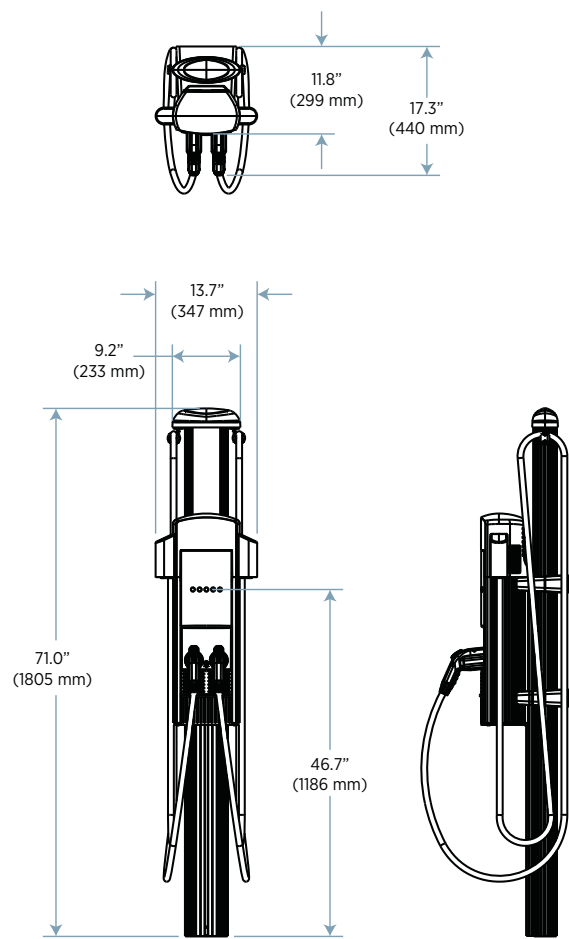
³ Dual port models only

CT4000 Mechanical Drawings

CT4021 Bollard



CT4023 Wall Mount



CT4000 Family Specifications

Electrical Input	Single Port	Dual Port
AC Power Input Rating - Standard	208/240VAC 60Hz single phase @ 32A	208/240VAC 60Hz single phase @ 32A x 2
AC Power Input Rating - Power Sharing	n/a	208/240 VAC 60Hz single phase @ 32A
Input Power Connections - Standard	One 40A branch circuit.	Two independent 40A branch circuits.
Input Power Connections - Power Sharing	n/a	One 40A branch circuit
Required Service Panel Breaker - Standard	40A dual pole (non-GFCI type)	40A dual pole (non-GFCI type) x 2
Required Service Panel Breaker - Power Sharing	n/a	40A dual pole (non-GFCI type)
Service Panel GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)	
Wiring - Standard	3-wire (L1, L2, Earth)	5-wire (L1, L1, L2, L2, Earth)
Wiring - Power Sharing	n/a	3-wire (L1, L2, Earth)
Standby Power	15W typical (standby), 20W maximum (operation)	

Electrical Output

AC - Standard	7.2kW (240VAC @ 30A)	7.2kW (240VAC @ 30A) x 2
AC - Power Sharing	n/a	7.2kW (240VAC @ 30A) x 1 OR 3.8kW (240VAC @ 16A) x 2

Functional Interfaces

Connector(s) Type	SAE J1772™	SAE J1772™ x 2
Charging Cable Length	18' (5.5 meters)	18' (5.5 meters) x 2
Overhead Cable Management System	Yes	Yes
Card Reader	ISO 15693, 14443, NFC	
Locking Holster	Yes	Yes x 2

Safety and Connectivity Features

Ground Fault Detection	20mA CCID with auto retry
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection
Plug-Out Detection	Power terminated per SAE J1772™ specifications
Power Measurement Accuracy	+/- 2% from 2% to full scale (32A)
Power Report/Store Interval	15 minute, aligned to hour
Local Area Network	2.4 GHz Wi-Fi (802.11 b/g/n)
Wide Area Network	3G GSM, 3G CDMA

Safety and Operational Ratings

Enclosure Rating	Type 3R per UL 50E
Safety Compliance	UL listed for USA and cUL certified for Canada; Complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625
Surge Protection	6kV @ 3000A. In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	FCC Part 15 Class A
Operating Temperature	-22°F to 122°F (-30°C to +50°C)
Operating Humidity	up to 85% @ +50°C (122°F) non-condensing
Non-operating Humidity	up to 95% @ +50°C (122°F) non-condensing
Terminal Block Temperature Rating	221°F (105°C)
Maximum Charging Stations per 802.11 Radio Group	10. Each station must be located within 150 feet "line of sight" of a gateway station.

ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that may appear in this document.



CT4021 Bollard
charging station

Ordering Information

Specify model number followed by the applicable code(s).
The order code sequence is:

Model-Options-Warranty

Option		Order Code
Model	Single Port Bollard Mount	CT4011
	Dual Port Bollard Mount	CT4021
	Single Port Wall Mount	CT4013
	Dual Port Wall Mount	CT4023
Options	Integral Gateway Modem - USA	-GW1
	Integral Gateway Modem - Canada	-GW2
Warranty	Parts Only Extended Warranty - 2, 3, 4, or 5 year	CT4000-EWn*

* Substitute *n* for the duration of the warranty (2, 3, 4, or 5 year)

Order Code Examples

If ordering this:	The order code is:
Dual Port Bollard Mount USA Gateway Station	CT4021-GW1
Single Port Wall Mount Station with 5 Year Warranty	CT4013 CT4000-EW5
Dual Port Wall Mount Canada Gateway Station with 2 Year Warranty	CT4023-GW2 CT4000-EW2

For More Information

Visit chargepoint.com

Follow us on Twitter [@chargepointnet](https://twitter.com/chargepointnet)

Like us on Facebook [@chargepoint](https://facebook.com/chargepoint)

ChargePoint. Access anywhere. Go everywhere.



ChargePoint, Inc.
1692 Dell Avenue
Campbell, CA 95008-6901 USA

+ (877) 370-3802
chargepoint.com

Copyright © 2013 ChargePoint, Inc. All rights reserved. CHARGEPOINT is a U.S. registered trademark/service mark, and an EU registered logo mark of ChargePoint, Inc. All other products or services mentioned are the trademarks, service marks, registered trademarks or registered service marks of their respective owners.

PN 73-001020-01 Rev 2

Listed by Underwriters
Laboratories Inc. **UL US LISTED**

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Comcast Franchise Negotiations, Professional Services Agreement	Date: February 17, 2015
Agenda Item: Staff Intensive	Bill No.: AB 15-033
Proposed By: Doug Schulze, City Manager	Referral(s):

BUDGET INFORMATION

Department/Fund: Executive		Munis Contract #	
Expenditure Req: \$70,000	Budgeted? ☐ Yes ☒ No	Budget Amend. Req? ☒ Yes ☐ No	

REFERRALS/REVIEW

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

DESCRIPTION/SUMMARY

The City's franchise agreement with Comcast of California/Colorado/Washington L.P. terminated on January 31, 2013. A review of files from January 2010 – January 2013 did not result in any documentation of an extension, which is provided for in the franchise agreement. The first step in the process of renewing a cable television franchise is receipt of written notice from the cable operator under Section 626 of the 1984 Cable Act, which provides for the commencement of a formal renewal procedure. The City of Bainbridge Island received the written notification from Comcast on March 8, 2010. No further action has been taken by either party since the notification was received.

The expired franchise agreement is extremely outdated and there are significant elements missing that would be beneficial to the City. For example, the expired franchise agreement's definition of gross revenues does not provide detail to include many revenues generated by cable operators. The expired franchise agreement does not provide the City with authority to conduct performance evaluations regarding compliance with the franchise agreement. There is no authority for the City to require a basic quality of service or ensure technical performance meets or exceeds federal technical standards.

In 2014, River Oaks Communication Corporation was chosen as the consultant to engage Comcast in franchise negotiations. This request is to enter into a new PSA with River Oaks Communications Corporation to continue their work in developing a revised franchise agreement.

RECOMMENDED ACTION

Motion:

I move the City Council forward the Professional Service Agreement with River Oaks Communications to the February 24, 2015 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 River Oaks Communications Corporation, (the "Consultant" or "River Oaks") whose principal office is located at 3 South Tejon, Suite 200, Colorado Springs, Colorado 80903.

WHEREAS, the City desires to have the Consultant perform certain consulting services for the City; 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 \$70,000;

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

☐ Other

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 thirty (30) 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 includes billings for work performed on and since January 9, 2015 (since work is underway and continuing with the City's authorization and direction) and shall continue in full force and effect until August 8, 2015, 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 appropriately 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: River Oaks Communications Corporation
 Thomas F. Duchon, President
 El Paso Building
 3 South Tejon, Suite 200
 Colorado Springs, CO 80903

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 the _____ day of February, 2015.

RIVER OAKS COMMUNICATIONS
CORPORATION

CITY OF BAINBRIDGE ISLAND

By Thomas F. Duchon President
Thomas F. Duchon, President
Tax I.D. # 84-1043862
City Bus. Lic. # _____

By _____
Douglas Schulze, City Manager

ATTACHMENT A

SCOPE OF WORK

Scope of Services to be Provided by River Oaks: River Oaks shall furnish the following services:

- A. Continue review of existing Cable Franchise Agreement- Ordinance No. 70-14, Ordinance No. 2001-52, Ordinance No. 2003-26 and Ordinance No. 2007-43.
- B. Continue review of any pertinent City Cable Communications Ordinance and determine impact of any Telecommunications Ordinance.
- C. Continue review of correspondence from and to City/Comcast.
- D. Address Section 626 Letter from Comcast and franchise extension issue.
- E. Address existing Franchise with respect to numerous issues including, but not limited to, Franchise Fees and Gross Revenues, the amount of the PEG Fee, PEG Requirements and Channels, Term, Competitive Equity and two FCC Orders, Interconnection, Compliance Issues, Local Office, Right-of-Way Issues, the Comcast Entity, Franchise Fee Reporting, Free Service, PEG Channels being located on the Basic Tier, Return Lines, Emergency Alert System and the Scrambled Channel.
- F. Continue to Draft and Negotiate with Comcast a renewal Franchise document under the Informal Renewal Process and address numerous matters for possible inclusion in the renewed Franchise. The Draft of the current Franchise contains extensive issues where the City and Comcast have not reached agreement with respect to PEG Fees, Gross Revenues inclusions, Definitional matters, Police Power issues, Telecommunications issues, Term of Franchise, Joint Trenching, Competitive Equity, Audits, Financial Records, Tax Liability, Indemnification, Insurance, Letter of Credit and Bond, Customer Service Office, Open Records, Customer Service issues, Complimentary Cable Service, Access Channels, Government Video on Demand, High Definition, Signal Quality of PEG Channels, Location of PEG Channels, Return Connectivity, Changes in Technology, Right-of-Way Standards, Construction, Excavation, Undergrounding, Timeframe for Removal of Lines from Poles, Scrambled Channel, Inspection of Construction, Timeframe for Service Extensions and Service Availability, Emergency City and Public Communications, Franchise Default Standards, Transfer of Ownership, Venue, Governing Laws and numerous other matters.
- G. Continue to participate in Conference Calls/Phone Meetings and In-Person Negotiation Sessions with the City and Comcast.

- H. Continue to review Comcast's Response with respect to the Compliance Letter. This Compliance Letter identifies the most important components from a Past Performance standpoint and is not a detailed comprehensive Past Performance Review.
- I. Review the 1984 and 1992 Cable Acts, Telecommunications Act of 1996, FCC Orders and FCC Regulations in connection with the above.
- J. Attend numerous Meetings with the City and Comcast in Bainbridge Island as requested by the City.
- K. In the course of the renewal process there has been a PEG Equipment Needs Ascertainment which was conducted by CBG Communications, Inc. The City has elected to work with BKAT (rather than River Oaks and CBG Communications, Inc. with respect to certain aspects of the Cable Renewal Process which are outside of this Scope of Work). BKAT will be advising the City as to what PEG Equipment, sound and lighting equipment, etc. is necessary to meet community and City needs and upgrade the current City Facilities and to provide opportunities for Community Programming. In this regard, BKAT will be preparing the RFP which is sent to prospective PEG Equipment vendors. BKAT will evaluate the Responses to the RFPs, together with the City select the designated vendor and work with such vendor with respect to installation of PEG Equipment and facilities and warranties.

The foregoing Scope of Work does not include work under the Formal Renewal Process, a Technical Inspection, Franchise Fee Audit, Comprehensive Compliance Review, Survey or Needs Assessment or the above-described work which will be done by BKAT.

It shall be the City's decision whether to renew or not renew the Comcast Cable Franchise.

Billing/Rate Information: River Oaks shall be compensated at the following rate and reimbursed for its expenses as follows:

River Oaks Communications Corporation - \$265/hour

Reimbursable direct costs:

- Federal Express
- Postage
- Long Distance Telephone Charges
- Outside Clerical
- Faxes
- Copies
- Travel upon request (Airfare, Car Rental, Lodging and Meals)

It is estimated that the costs for 178 to 216 hours of work shall be in the range of \$47,300-\$57,300 plus expenses of \$12,700, for a total of \$60,000-\$70,000. This work shall be done within the next 7 months subject to cooperation of Comcast. Work in connection with Mobile

Broadband Mapping, Internet/Broadband Mapping or Availability or other Telecommunications, Telecommunications Ordinance, Telephone or Wireless matters or BKAT related PEG matters will be separate work and would require a separate budget between the City and River Oaks.

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: Housing Resources Bainbridge Request for Housing Trust Fund Grant	Date: February 17, 2015
Agenda Item: Council Discussion	Bill No.: AB 15-032
Proposed By: Doug Schulze, City Manager	Referral(s):

BUDGET INFORMATION

Department/Fund: Executive		Munis Contract #	
Expenditure Req: \$150,000	Budgeted? ☐ Yes ☒ No	Budget Amend. Req? ☒ Yes ☐ No	

REFERRALS/REVIEW

	Recommendation: Provide staff direction regarding next step(s).		
City Manager ☒ Yes ☐ No ☐	Legal ☒ Yes ☐ No ☐ N/A	Finance ☒ Yes ☐ No ☐ N/A	

DESCRIPTION/SUMMARY

The attached letter from Housing Resources Board is a funding request for a Housing Trust Fund grant to complete the development of the HRB Ferncliff Townhomes Project. The City Council allocated a transfer of \$150,000 from the General Fund to the Housing Trust Fund in the 2015 Budget, but did not appropriate expenditures from the HTF. Therefore, any expenditure from the HTF will require a budget amendment.

RECOMMENDED ACTION

Council discussion. Provide direction to staff regarding next step(s).



HOUSING RESOURCES BOARD

A Community Land Trust Organization

250 Madrona Way NE, Ste. 110-B
Post Office Box 11391
Bainbridge Island, WA 98110
Tel: 206-842-1909
Fax: 206-842-1120

To: Bainbridge Island City Council
Subject: Housing Trust Fund Application

Date: 1.14.2015

Dear Council Members:

HRB is pleased to submit a \$150,000 funding request to the Housing Trust Fund (HTF) to complete the development of our Ferncliff Townhomes project. The project will consist of sixteen 2 & 3-bedroom townhomes, all permanently affordable under the community land trust model. The for-sale townhomes will provide homeownership opportunities for our community's workforce; eleven affordable to families with incomes between 50% and 80% of Kitsap AMI, and five affordable to families with incomes between 80% and 120% of Kitsap AMI.

Resolution 2008-25 and Chapter 3.38 of the City's Municipal Code, are clear in intent – establishing the HTF as the appropriate mechanism for supporting the development and preservation of affordable housing in accordance with the City's Comprehensive Plan. Supporting the completion of the Ferncliff Townhomes project clearly meets the highest priorities for funding established by the Resolution. These priorities include:

1. Create permanently affordable housing with a 30 year or more commitment to preserve affordability;
2. Provide homeownership opportunities;
3. Provide mixed-income housing to more than one income level;
4. Demonstrate a high degree of leverage of other funding sources.

The proposed \$150,000 grant would be used to help complete financing for the project and leverage the remaining funding sources. The request comes at a critical juncture for the project. While significant permanent funding has been secured (over 90%), a funding commitment from the City is essential in order to complete the package. We are hoping to secure the additional funds needed from the County and private foundations. Without this City leveraging support, the Ferncliff Townhomes development could miss a scheduled July 2015 construction start and be delayed a year or more. We already have a growing waiting list from income-qualified families seeking this homeownership opportunity, and it would be unfortunate if the project failed to become a reality.

Attached is the formal funding request application following the evaluation criteria as spelled out in Resolution 2008-25 and Chapter 3.38. We would appreciate your consideration for our request. Please let us know if you have any questions or need additional information.

Sincerely,

Mark Blatter

Mark Blatter, Executive Director

Clive Pardy, Chair, Board of Directors

**CITY OF BAINBRIDGE ISLAND
HOUSING TRUST FUND**

**HRB FERNCLIFF TOWNHOMES DEVELOPMENT
FUNDING REQUEST: \$150,000**

Consistency with Bainbridge Island Housing Needs/Goals

Fostering diversity in our community is one of the five over-riding principles that guide decision-making by our City Council. The Comprehensive Plan is explicit in directing the City to take a proactive role in developing affordable workforce housing as a way of fostering this diversity. Moreover, the recent 2014 Housing Needs Assessment provides the necessary data that highlights the need for more affordable workforce housing, and housing at all income levels.

Timeliness

The timing is critical because City support is needed to leverage other local funds to ensure that the project proceeds on schedule. The preliminary site plan for the Ferncliff Townhomes project is complete and a formal plat amendment application is under review by City staff. HRB has already secured significant funding for the project, including grants from the federal SHOP program, FHLB Affordable Housing Program, and a commitment from HomeStreet Bank to provide mortgage loans to home buyers. Applications for construction financing are underway at two local banks. The success of securing these additional funds will be greatly improved if we can show a local funding commitment. City commitment by early in 2015 will ensure that the needed funding is in place to meet our 2015 construction schedule and have homes available for occupancy in 2016.

Level of Affordability

All sixteen townhomes will meet the Bainbridge Island definition of affordable. Eleven of the townhomes will provide homeownership opportunities to low-income families with incomes between 50% and 80% of Kitsap Area Median Income (AMI). The other 5 homes will be sold to moderate income families with incomes between 80% and 120% of Kitsap AMI. All will be permanently affordable, with resale price limits and the requirement to sell only to income-qualified buyers.

Displacement/Relocation

The property is undeveloped and there will be no displacement of residents or businesses.

Organization/Project Team

Ferncliff Townhomes represents Phase 2 of our Ferncliff Village affordable housing project. Phase 1, 24 single family homes is complete and all units have been sold. Phase 2 will be led by the same HRB staff that successfully completed Phase 1. Local firms are part of HRB's development team, including Sean Parker Architects, Browne-Wheeler Engineering, Adams and Goldsworthy Survey, and Fischer-Bouma Landscape Architects. This project will be fully designed and a contractor selected by public or invited bid.

Development Budget

HRB's proposed development budget is summarized on the attached Table 1.

Operations/Support Services Budget

HRB has over 25 years of hands-on experience developing, operating and managing both rental apartments and homeownership units on Bainbridge Island. Providing project management for the Ferncliff Townhomes development, including marketing and selling of homes, assisting buyers in securing mortgages, working with the owners to maintain common areas, and overseeing re-sales will be a simple extension of the same services we are now providing our homeowners at Ferncliff Village. HRB's annual work plan and operating budget, supported by ground lease fees, will include the necessary resources to provide these services.

Funding Sources, Uses and Commitments

Table 2, attached, summarizes the sources of funds - secured and proposed - to complete the project. The proposed sources equal the proposed development budget.

Management Plan

Residents of the 16 Ferncliff Townhome homes will become members of the Ferncliff Village Homeowners Association, which was incorporated in 2012 with the development of Phase 1. The Association is the designated managing entity responsible for enforcing and administering all the covenants, conditions and restrictions established. HRB is a permanent member of the Association with ultimate responsibility for its management.

Site Control/Site Issues

HRB has complete site control of the property. Through the generous donation of the Curtis family title was secured in 2008. There are no pending site-related issues with the property. The 16 Ferncliff Townhomes will be developed under the City's Housing Design Demonstration Program (HDDP). The City formally approved both Phases of the Ferncliff Village HDDP project in 2010, with Phase 2 described then as a 24-unit multifamily project. A plat amendment to the project is presently being reviewed by the City. We are anticipating staff approval of the amendment in January and anticipate initiating the building permit phase shortly thereafter. Total project financial commitments must be secured in order for HRB to complete that phase of the project. Approval of this \$150,000 grant request from the City's Housing Trust Fund will ensure that the project can proceed in a timely manner.

TABLE 1
FERNCLIFF TOWNHOMES
PROPOSED DEVELOPMENT BUDGET

Category	Development Expense	Estimated Budget
Acquisition	Donated Land	\$705,000
Construction	New Homes Construction, Contractor O/H, Construction Contingency (7%), Site Work, Infrastructure, Sales Tax	\$3,050,000
Soft Costs	A&E Services, Market Study, GeoTech, Developer Fee, Project Management	\$400,000
Construction Financing	Financing Fees and Interest	\$51,000
Other Development Costs	Real Estate Taxes, Insurance, Permits, Fees, Hookups, Marketing, Carrying Costs	\$389,000
TOTAL DEVELOPMENT BUDGET		\$4,595,000

TABLE 2
FERNCLIFF TOWNHOMES
PROPOSED SOURCES OF FUNDS

Source	Amount	Type	Status
FHLB AHP Subsidy	\$234,000	Grant	Approved
Land	\$705,000	Donation	Approved
SHOP Funds	\$180,000	Grant	Approved
City of Bainbridge Island	\$150,000	Grant	Requested
HomeStreet Mortgage Loan (Sale Proceeds)	\$2,960,000	Equity	Approved
Other: HOME/Kitsap County	\$266,000	Grant	Proposed
Other: Foundations/Individuals	\$100,000	Grants/Donations	Proposed
TOTAL SOURCES OF FUNDS	\$4,595,000		

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Lodging Tax (Civic Improvement Fund) Distribution for 2015	Date: February 17, 2015
Agenda Item: Council Discussion	Bill No.: 14-020
Proposed By: Councilmember Sarah Blossom, Lodging Tax Advisory Committee Chair	Referral(s):

BUDGET INFORMATION

Department: Legislative	Fund: Lodging Tax Fund	Munis Contract #
Expenditure Req: \$135,000	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:

Consideration of Lodging Tax Advisory Committee recommendations for funding 2015 projects from the Civic Improvement Fund.

Background:

In response to a Request for Proposal issued by the City in Fall 2014, the Lodging Tax Advisory Committee (LTAC) has received and reviewed proposals submitted by eligible organizations requesting monies from the Lodging Tax (Civic Improvement) Fund for 2015. The City received requests for funding from 12 projects. Eligible funding requests totaled \$299,381 for next year's funding cycle.

The 2015 LTAC recommendation totals \$135,000. The recommended grants for each project range from 80% to 0% of the requested amount. Details of LTAC's review and the suggested funding are included in the attached 2015 Funding Recommendation.

The City's Code contains a provision to encourage the use of these funds for Capital Projects and specifically provides that 50% of the funds be provided to capital projects. In past years, this requirement has often been waived by the City Council at the time of the approval of the project awards. Changes to State law in mid-2013 eliminated LTAC eligibility for capital projects undertaken by non-profit or private sector entities. As a result, only municipal entities may currently use LTAC funds for capital expenditures. This change decreases the pool of potential applications that are eligible to propose capital projects.

Following City Council approval, contracts will be developed for each agency for which 2015 funding is provided.

RECOMMENDED ACTION/NEXT STEPS:

To schedule for Feb. 24, 2015 Consent Agenda: that the City Council consider approval of the distribution of \$135,000 in 2015 Civic Improvement Funds as detailed in the 2015 Funding Recommendation from LTAC and waive the requirement that 50% of the funds go to capital expenditures.

City of Bainbridge Island

Recommendations for 2015 Civic Improvement Fund Expenditures Lodging Tax Advisory Committee February 2015

**2015 Lodging Tax Advisory Committee (LTAC)
(Appointed by City Council on September 23, 2014)**

Sarah Blossom	(City Councilmember, Chair)
Roger Townsend	(City Councilmember, Vice-Chair, Non-Voting)
Greg Robinson	(Eligible Organization)
Linda Thurrott	(Lodging Business)
Talina Wood	(Eligible Organization)
Robin Wright	(Lodging Business)

Overview

In response to a Request for Proposal (RFP) issued by the City, the Lodging Tax Advisory Committee (LTAC) received and reviewed proposals submitted by 14 organizations, of which 13 were determined to be eligible to request monies from the Civic Improvement Fund (CIF) for 2015. This report outlines the LTAC's recommendations as to how the tax proceeds should be distributed.

The LTAC is established through Chapter 67.28 of the Revised Code of Washington and is charged with reviewing and making recommendations to the City Council about the allocation of the Civic Improvement Fund (CIF.) This special fund exists pursuant to City Code 3.65.040 through the collection of a tax on overnight lodging on the island.

Eligibility

The City's RFP restricts the use of the fund to projects that either promote tourism on Bainbridge Island, or to support the operation of tourism related facilities. For 2015, the LTAC determined to support \$135,000 in distributions. The funding parameters for 2015 allow applicants to apply for grants between \$2,000 minimum and \$62,500 maximum. The eligibility requirements for 2015 are identified below:

- Applicants seeking funding for the operation of a tourism-related facility must be registered as a federally sanctioned nonprofit under 26 U.S.C. Sec. 501(c)(3) or 26 U.S.C. Sec. 501(c)(6).
- Applicants for other types of projects must be registered with the Washington Secretary of State as a Washington State Corporation.
- Individual persons are not eligible for funding.
- Proposals must comply with federal, state and City laws and requirements.
- Proposals are to be for goods and services provided during calendar year 2015; funding requests for goods or services to be provided in 2014 or beyond calendar year 2015 will not be considered.
- Proposals from organizations with a board or staff member serving on the 2015 Lodging Tax Advisory Committee are not eligible for funding and will not be considered.
- Proposals involving special events, signs, building or construction, impacts to public property or other activities that require permits under City code or state or federal law must demonstrate that the applicant has researched the appropriate permit regulations, confirmed the viability of the proposed activities and incorporated permit fees in the project budget.
- The City may not designate use of public funds as a gift to an individual, a business, or organization.

State law governs the representative membership of the LTAC, and the State Auditor has stressed the importance of avoiding conflicts of interest in the LTAC process. As in past years, the LTAC members agreed that any person(s) with an actual or perceived conflict related to an individual proposal would recuse themselves from discussion and voting on the proposal. Committee members did not participate at the committee level on proposals in which they had a direct interest, and Conflict of Interest forms are on file for each member.

Scoring

The 2015 LTAC used the following criteria and point system in determining allocations:

Lodging Fund Project Evaluation – Basic Criteria	Score
A. Encourages tourism from visitors traveling more than 50 miles and/or from visitors traveling from outside Washington State.	20
B. Expected impact on increase in overnight stays on the island.	15
C. Economic impact on Island businesses, facilities, events, and amenities.	15
D. Potential to draw visitors to the Island and increase overnight stays during the off-season, i.e. Labor Day through Memorial Day.	10
E. Applicant's demonstrated history of organizational and project success (not necessarily nor solely LTAC-funded project(s)).	10
F. Project reflects partnerships with other organizations and businesses, to encourage cooperative tourism marketing and minimize duplication of services.	10
G. Project goals are measurable, allowing project results to be assessed.	10
H. Project will leverage award funds with additional matching funds or donated in-kind goods or services.	10
TOTAL POINTS AVAILABLE	100

Recommended Funding

The committee recommends City Council approve the following awards for 2015:

<u>Applicant</u>	<u>Project</u>	<u>Request</u>	<u>Award</u>	<u>As a % of Request</u>
Bainbridge Arts & Crafts	Ads - Art Access & WSF	\$6,450	\$3,449	53%
Bainbridge Island Arts & Humanities Council	Ads - extra copies of Currents	\$15,895	\$7,948	50%
Bainbridge Island Downtown Association	Ads, events, website, marketing	\$61,016	\$29,016	48%
Bainbridge Island History Museum	Operations - extended hours	\$15,000	\$12,000	80%
Bainbridge Island Lodging Association	Ads & marketing - Website expansion	\$45,240	\$27,743	61%
Bloedel Reserve	Ads - brochure printing & dist	\$25,052	\$12,526	50%
Chamber of Commerce	Ads, marketing, operations & kiosk	\$43,918	\$34,818	79%
EduCulture	Ads & marketing - agritourism event	\$28,500		
Friends of the Farms	Ads & strategies - Cittaslow certificati	\$13,310		
Islandwood	Ads - destination video	\$15,000		
KidiMu	Play & Stay passes	\$10,000	\$5,000	50%
North Kitsap Tourism Consortium	Ads & marketing - Website expansion	\$5,000	\$2,500	50%
Visit Kitsap Peninsula	Ads, marketing, operations	\$15,000		
Total:		\$299,381	\$135,000	

The complete proposals for each project reviewed by the LTAC are available on the City's website, <http://www.ci.bainbridge-isl.wa.us/>.

To: City Council

From: Val Tollefson, UAC Liaison

February 9, 2015 UAC meeting.

Three members of the Committee and Barry Loveless attended. Also present were Steve Leach, who has applied to fill an empty position, and Robert Dashiell.

1. By way of public comment at the outset, Robert Dashiell questioned all aspects of the City's Water Flow Monitoring program. He observed that it is not required, is quite expensive, and there is no indication that the data generated is used.
2. The Committee briefly revisiting the subject of utility tax. The Committee understands that the Council will be revisiting the Utility Tax issue shortly. If the tax on the sewer utility is reduced or eliminated, some members observed that there might be an opportunity for a reduction in sewer rates.
3. The Committee spent some time on the Sewer Plan, deciding how to deal with the way the Committee would like to recommend to Council that consultant's recommendations regarding CIP and recommended rates be reconciled with a shorter term CIP and a draw down of reserves that the Committee plans to recommend to Council as justification for holding rates steady for the near term. They decided to add a new Section to the Draft Plan that will incorporated their approach, without requiring additional work by the consultant. Barry recommended this approach, and the Committee was receptive. I expect the Draft Sewer Plan will come to Council from the UAC after then next Committee meeting.
4. Andy Maron was interested to know what the UAC should expect with regard to involvement in the Comp Plan Update. I told the Committee that they could expect some express direction upon conclusion of the Listening Sessions, and after the information gathered there had been analyzed. I suggested that such direction would probably come in April or early May, and that the goal was to have the bulk of the work on the Comp Plan Update done by the end of 2015, so that early 2016 could be devoted to needed planning regulation changes.
5. The Committee spent the better part of an hour reviewing the infrastructure portion of the draft SSWM Plan prepared by Public Works. Work on this Plan will continue over the next meetings.
6. There was discussion about the desirability of identifying culvert projects with unwarranted fish passage requirements far enough in advance to appeal those designations. Barry suggested that Kitsap County and WSDOT have more skin in the game, and perhaps we should discuss coordinating this effort. By copy of this to Barry, perhaps we can discuss this further. This issue may not need additional UAC attention, but we should decide if there is a practical way to effect some savings here.



cc: City Manager, City Attorney, Barry Loveless, UAC Chair

City Advisory Committee Liaison Report to the City Council

From Anne Blair, February 17, 2015

Historic Preservation Commission, February 5, 2015

1. Discussion of expanding/recruiting appropriate properties for local Register.
2. Details of the Preservation Seminar were discussed; anticipate decision next month on format and location options for this September 2015 seminar (day-long/half-day; small-group; guest speaker; panel etc.)
3. Discussion/recognition that, given the earlier changes to the original structure, the residential remodel on the Furuya property is appropriate.
4. Report that HPC Policy-log must be updated manually/separately due to limitations of city's technology (software and storage capacity.)
5. Decision to include naming/identifying/marketing the Heritage Trees as one of the City's Earth Day recognition programs.
6. Application for the Yama site recognition on the National Registry is moving forward; all indications are that, despite the slow progress, this will occur. This process is resulting in a closer working relationship with BIJAM.
7. Review process and timing of the Comprehensive Plan Update and how that will effect the code revisions sought by HPC.

Harbor Commission, February 9, 2015

1. Barry Loveless updated/discussed public dock design/permitting/construction plans and the timeline for completing each aspect of this project. Commissioners are committed to creative problem solving/cost-cutting/design engineering so that the dock can be fully rebuilt/constructed at one time. There is interest in identifying ways to combine private funds/donations with limited public money to construct the entire dock as designed.
2. Marc Stewart, President of Bainbridge Island Rowing, provided update on BIR program and fundraising status for the new shell/boat house at the Waterfront Park.
3. Harbor Master Tami Allen gave update on her work with the derelict vessels, as well as those boats floating free from moorage following last weekends' storms. Commissioners discussed and shared concerns about specific buoy markings and warning buoys/markers for below-surface dangers to boats and boat-propellers. Tami agreed to follow-up.
4. The Annual Workplan was discussed for updating. The major work to be accomplished in 2015 is the Harbor Management Plan Update (first since initial Plan was adopted in 1999.)

Road Ends Advisory Committee, February 9, 2015

1. Project Manager Mark Epstein updated the status of the Fletcher Landing Road End design and explained the complexities of working with multiple state agencies. Those issues, as well as the engineering design concerns are resolved. The neighbors have been kept informed and they appear to be comfortable with the preliminary design plans. The committee discussed realigning the viewing bench to ensure the beach access is as wide as possible. Permitting is underway.
2. The Annual Workplan was discussed and clarifying edits approved. A revised version will be distributed by email and reviewed for approval at the March meeting for presentation to the City Council later in March.
3. The committee discussed encroachment concerns listed on the Workplan and will work with the City Attorney and staff to address those noted on the Workplan.
4. Discussion of current Legislative action (HB1056) and whether it was applicable to BI Road Ends. It was determined that the language in the current bill is applicable to DNR lands only. Vince will follow up and, if

necessary, will alert committee members about any relevancy or threats to public access/rights-of-way to public beaches on Bainbridge Island.

2015 PROPOSED COUNCIL CALENDAR ITEMS

[illegible]

2015 PROPOSED COUNCIL CALENDAR ITEMS

Absences	Clerk	Department	Timing (min)	Study Session 7 pm		Absences	Clerk	Department	Timing (min)	Business Meeting 7 pm	
Morgan	Kelly		25	17-Mar		Anne?	Roz		25	24-Mar	
		PW	15	Traffic Impact Fees Discussion(Cont'd) and Ordinance (1st Reading)				PCD	20	Ferncliff Village Subdivision Amendment (Consider Action)	
		PW	10	Public Works Contracts				PW	CA	2015 Asphalt Repair (Consider Action)	
				2015 Asphalt Repair (Info.)				PW	CA	Interlocal Agreement w/King County-Data Assessment (Consider Action)	
				Interlocal Agreement w/King County-Data Assessment (Info.)				PW	CA	Traffic Impact Fees Ordinance (Consider Action)	
		PCD EXEC	20	Wireless Communications Facilities Ordinance (1st Reading)				CC	CA	Historic Preservation Commission 2015 Work Plan (Consider Action)	
		EXEC	20	PBB: Affirm Results Map				CC	CA	Road Ends Advisory Committee 2015 Work Plan (Consider Action)	
		PD	15	Police Department Annual Report (Info.)					45		
		CC	10	Historic Preservation Commission 2015 Work Plan							
		CC	10	Road Ends Advisory Committee 2015 Work Plan							
			125								
				31-Mar					45	Work Session (2 Topics?)	
									30	General Sewer Plan Presentation (Consultants)	
									75	Overview of City Revenue Trends and Options	
				5th week - no meeting							