

REGULAR CITY COUNCIL STUDY SESSION
TUESDAY - MARCH 3, 2015
LOCATION: BAINBRIDGE ISLAND CITY HALL
280 MADISON AVENUE NORTH, BAINBRIDGE ISLAND, WA 98110

1. 6:30 PM EXECUTIVE SESSION
Property Acquisition (RCW 42.30.110(1)(b))
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 STAFF INTENSIVE

A. Community Services Funding Framework, AB 15-040

Documents: [030315-1 AB Community Services Funding CC 03 Mar 2015.Pdf](#), [030315-2 Community Services Funding - CC 04 Aug 2014.Pdf](#), [030315-3 Community Services Funding - CC 03 Mar 2015.Pdf](#)

B. Public Safety Site Selection

Documents: [030315-1 Public Safety Facility Discussion AB.pdf](#), [030315-2 Public Safety Facility Site Selection Memorandum.pdf](#)

C. Transfer of Kitsap County Tidelands to City of Bainbridge Island, AB 15-043

Documents: [030315-1 Agenda Bill - Transfer Of Kitsap County Tidelands.pdf](#), [030315-2 Exhibit A - Parcel Maps.pdf](#), [030315-3 Exhibit B - Quit Claim Deeds For Parcels 061 And 062.Pdf](#)

D. Contract Amendment with Ridolfi to Amend Contract Schedule for Restoration Monitoring Program at John Nelson Park at Strawberry Cannery Cove and Pritchard East Bluff

Documents: [030315-1 Ridolfi Amendment Agenda Bill.pdf](#), [030315-2 Ridolfi Amendment For Council 022515.Pdf](#), [030315-3 Ridolfi Exhibit A.pdf](#)

E. National Estuary Program (NEP) Watershed Protection and Restoration Grant

Documents: [030315 NEP Grant Application Agenda Bill_Draft.pdf](#)

F. Public Works Contracts, AB 15-045

Documents: [030315 PW Contracts Agenda Bill.pdf](#), [030315-1 S-Klallam Tribe ILA Motorcycles Agenda Bill.pdf](#), [030315-2 Interlocal Agreement With The Port Gamble S'Klallam Tribe.pdf](#), [030315-1 Lynwood Center Outfall Imp Agenda Bill.pdf](#), [030315-2 Lynwood_Ctr_Bid_Form.pdf](#), [030315-1 Groundwater Assessment Agenda Bill.pdf](#), [030315-2 2015 Aspect Groundwater Assessment PSA.pdf](#)

G. Memorandum of Understanding with US Marshals Service, Violent Offender Task Force, AB 15-039

Documents: [030315-1 Violent Offender Task Force MOU Agenda Bill.docx](#), [030315-2 Violent Offender Task Force MOU.docx](#)

6. 9:00 PM COUNCIL DISCUSSION

A. Transfer of Pritchard Park to Bainbridge Island Metropolitan Parks District, AB 15-043

Documents: [030315-1 AB Pritchard Park Transfer CC 03 Mar 2015.Pdf](#), [030315-2 PritchardParkMap Feb2015.Pdf](#)

7. 9:20 PM COMMITTEE REPORTS

A. Utility Advisory Committee Liaison Report

Documents: [030315 UAC-Val Liaison Report.pdf](#)

8. 9:25 PM REVIEW OF UPCOMING COUNCIL MEETING AGENDAS

A. March - April Proposed Calendar Items

9. 9:30 PM FOR THE GOOD OF THE ORDER

10. 9:35 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: Proposal for Allocation of Funds for Health, Housing, and Human Services	Date: March 3, 2015
Agenda Item: Staff Intensive	Bill No.: AB 15-040
Proposed By: Deputy City Manager Morgan Smith	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

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

Action Item:

To discuss a proposed methodology to allocate the City's funding to local organizations to support community service programs in the areas of housing, health and human services.

History:

During discussions to develop the 2015-16 Biennial Budget in Fall 2014, the City Council expressed intent to work in 2015 to review the process used to allocate community services funding. Funding is currently allocated according to a recommendation developed several years ago (see following memo from August 2014 for detailed background).

Mayor Blair and Councilmember Tollefson have developed a proposed approach to update the methodology to award these funds. This proposal is described in the following memo and is submitted for consideration and discussion by the full Council.

RECOMMENDED ACTION:

To receive City Council feedback on the proposed approach. Input from Council and staff will be used to further develop the proposed update to the allocation process. Mayor Blair and Councilmember Tollefson will continue discussions with key external stakeholders to confirm feasibility and finalize a proposed process. When ready, the refined proposal will be brought back to City Council for review at a study session, along with a proposed resolution to capture the key elements of the updated allocation process.

City of Bainbridge Island
EXECUTIVE DEPARTMENT



MEMORANDUM

TO: City Council
Doug Schulze, City Manager

FROM: Morgan Smith, Deputy City Manager

DATE: July 30, 2014

RE: Community Services Funding: Background and Budget Issues

The City provides roughly \$313,000 in annual funding to 11 local community service organizations. This memo provides an overview of the recent history of that funding, and identifies items for City Council consideration that will help to inform the development of the 2015-16 Biennial Budget.

Background

During 2003 – 2010, the City contracted with the Health, Housing and Human Services Council (HHHS) to implement the Human Services element of the City's Comprehensive Plan. A key part of that implementation was the work HHHS did to identify and recommend local organizations to receive City funding. HHHS then distributed City funding to recipient organizations and managed reporting on results, organizational development, and other administrative aspects. To support the HHHS work on behalf of the City, the City provided additional, direct funding to HHHS.

In 2010, the City determined to significantly reduce the direct funding provided to HHHS for its implementation services. As a result, the organization discontinued its operations. Beginning in 2011, the City provided financial support directly to community service organizations, through individual annual contracts for professional services.

The community service contracts issued in 2011 were based on the last set of funding recommendations that HHHS developed before the organization ceased operations. These recommendations were the result of a review process HHHS conducted in 2010. The HHHS recommendation for 2011 proposed funding for 11 local organizations. For the 2011-12 Biennial Budget, the City included funding to the recommended group of 11 organizations, in amounts equivalent to 75% of the initial HHHS recommendation. In 2012, the City adjusted the budget to

include a 2% increase in funding to all recipients.

Table 1: HHHS 2011 Funding Recommendations and City Budgets (2011 and 2012)

	HHHS	COBI	COBI
	<u>2011 Rec</u>	<u>2011 Budget</u>	<u>2012 Budget</u>
Bainbridge Island Childcare Centers	\$35,000	\$26,250	\$26,775
Bainbridge Youth Services	\$46,000	\$34,500	\$35,190
Boys & Girls Club of Bainbridge Island	\$35,000	\$26,250	\$26,775
Elder & Adult Day Service	\$5,000	\$3,750	\$3,825
Helpline House	\$115,000	\$86,250	\$87,975
Hope House	\$6,000	\$4,500	\$4,590
Housing Resources Board	\$40,000	\$30,000	\$30,000
Bainbridge Island Special Needs Foundation	\$10,000	\$7,500	\$7,650
Interfaith Volunteer Caregivers	\$16,000	\$12,000	\$12,240
Washington Smile Partners	\$5,000	\$3,750	\$3,825
YWCA Alive Program	<u>\$11,000</u>	<u>\$8,250</u>	<u>\$21,675</u>
Subtotal:	\$324,000	\$243,000	\$260,520
Housing Resources Board - Indep. Living	n/a	\$40,000	\$35,000
Total:		\$283,000	\$295,520

For the 2013-14 Biennial Budget, the City maintained the set of 11 recipients, and provided an 3% funding increase in each year.

Table 2: City Budgets for Community Service Organizations (2011 - 2014)

	COBI	COBI	COBI	COBI
	2011 Budget	2012 Budget	2013 Budget	2014 Budget
Bainbridge Island Childcare Centers	\$26,250	\$26,775	\$27,578	\$28,405
Bainbridge Youth Services	\$34,500	\$35,190	\$36,246	\$37,333
Boys & Girls Club of Bainbridge Island	\$26,250	\$26,775	\$27,578	\$28,405
Elder & Adult Day Service	\$3,750	\$3,825	\$3,940	\$4,058
Helpline House ¹	\$86,250	\$87,975	\$90,614	\$109,709
Hope House	\$4,500	\$4,590	\$4,728	\$4,870
Housing Res. Board - E. Rental/Homeshare	\$30,000	\$30,000		
Bainbridge Island Special Needs Foundation	\$7,500	\$7,650	\$7,880	\$8,116
Interfaith Volunteer Caregivers	\$12,000	\$12,240	\$12,607	\$12,985
Washington Smile Partners	\$3,750	\$3,825	\$3,940	\$4,058
YWCA Alive Program	\$8,250	\$21,675	\$22,325	\$22,995
Subtotal:	\$243,000	\$260,520	\$237,436	\$260,934
Housing Resources Board - Indep. Living ²	\$40,000	\$35,000	\$66,950	\$52,582
Total:	\$283,000	\$295,520	\$304,386	\$313,516
¹ Includes Emerg. Rental Assistance program in 2014				
² Includes Homeshare program in 2013 & 2014				

Policy Questions

The City's allocation to community service recipients represents a significant investment from the General Fund, and equates to almost 3% of the total General Fund operating expenses (\$11.1 million). As staff works to develop the 2015-16 Biennial Budget, it is important to understand whether City Council intends any adjustment to this set of expenditures.

In principle, decisions about community service funding should be informed by an assessment of several elements:

1. **Connection to City Goals.** How well does funding for these specific programs align with identified City priorities? The work in progress on Priority Based Budgeting could help to clarify how this funding supports various components of the "Results Map" and with what level of significance.

2. ***Degree of Community Impact.*** What is the scope of the program, what number of clients are served, what trends in demand are emerging, etc..
3. ***Role of City Support.*** What is the organizational and/or financial impact of the City's funding for the recipient organization? What share of the program budget is supported by City funding relative to other sources? What share of the program budget is used for direct services and what share is used for administrative expenses?

Prior to 2011, the City relied on HHHS to perform organizational assessments and provide reporting on recipients' programs and financial results. Since 2011, the City has asked recipients to provide annual reports on their programs. However there has been no effort to develop a funding mechanism to replace the HHHS oversight, to update the recommendations that were last developed in 2010, or to review the portfolio of organizations that currently receive funding. In the absence of this function, annual funding has been carried forward year-over-year, with no substantive review of the significance of, or results generated by, the City's support for these programs.

Alongside these general issues, there are two particular items for Council consideration related to the 2015-16 Biennial Budget:

1. ***Funding for off-island agencies.*** In 2013, the Elder and Adult Day Service (EADS) relocated from Bainbridge Island to a facility in Bremerton. City contracts had not previously required recipient organizations to operate on-island, and so the City continued to provide EADS with the funding as approved in the 2014 Budget (\$4,058). Going forward, it would be helpful to understand whether City Council prefers to require recipient organizations to be located within the City of Bainbridge Island.
2. ***Change to annual funding amounts.*** As described above, current funding levels are based on amounts equal to 75% of the HHHS recommendations developed in 2010, with subsequent annual increases of 2% or 3%. Staff would like direction on whether to include any increase in funding amounts for the 2015 and 2016 community service contracts.

City of Bainbridge Island
EXECUTIVE DEPARTMENT



MEMORANDUM

TO: City Council
Doug Schulze, City Manager

FROM: Morgan Smith, Deputy City Manager

DATE: March 3, 2015

RE: Proposal for Allocation of Funds for Health, Housing, and Human Services

Background:

City support for Community Services was dramatically reduced in 2009-10 as part of the City's response to significant financial constraints. In the years since, there has been limited attention given to how these services should be supported in the long-term, what level of funding reflects the City's current priorities, and how best to leverage City funding with community partners' resources.

Community Services funding remains a significant portion of the City's overall discretionary spending (more than 3% of the overall operating budget). As the City looks ahead, it is important to develop a sustainable framework that reflects intentional choices about what level of expenditure is appropriate, what activities should receive support, and what mechanisms work best to administer these funds.

Some general goals include:

- City support should be connected to established City priorities
 - Comprehensive Plan Elements
 - City "themes" (Safe City, Vibrant Economy, etc.)
- City expenditures should be set at a level that is appropriate given overall City financial capacity and the discretionary nature of this support. By identifying an appropriate level of funding, the City can best ensure that expenditure levels are sustainable in the long term and are compatible with other resource demands (capital projects, core service delivery, etc.).

- “Community Services” should be understood to encompass a range of elements, and the funding for this portfolio of services should be discussed in a coordinated way
 - Health, Housing & Human Services (HH&HS)
 - Cultural Services
 - Economic Development
- City support should be structured in a way that best supports community partners and recognizes limited City staff resources
 - Multi-year planning/award/funding cycle
 - Provide flexibility in use of funds (e.g. for organizational support vs. programs)
 - Minimize administrative requirements
- Mechanisms to award funding should be as efficient as possible, and should leverage community expertise to the greatest degree possible

Proposal:

In 2015, the Council should consider a renewed framework for all three elements of Community Services support: Health, Housing, and Human Services (HH&HS), Cultural Services, and Economic Development. As HH&HS represents roughly 88% of all current Community Services funding (\$448,000 of \$512,000 in 2015), it makes sense to begin with an emphasis on this element.

1. Consider what level of total funding for HH&HS reflects current priorities as well as financial capacity. The budget for 2016 includes roughly \$458,000 for HH&HS activities. Going forward, it will be important to establish funding levels that are sustainable and allow long-range planning for both the City and potential recipients.
2. Consider providing a significant, and designated portion of funding to Helpline House (for example, 50%). This award would acknowledge the following characteristics of the work done by Helpline House:
 - a. Leading provider of social services to Bainbridge Island families and individuals
 - b. Provides referral resources for a wide range of partner service agencies
 - c. Organizational experience in screening and referral
 - d. Demonstrated organizational capacity at a larger scale
 - e. Exclusive focus on Bainbridge Island client base

3. Develop current priorities for areas of emphasis to address with remaining HH&HS funds, intended as a complement to the significant support for Helpline House. These priorities could be informed via an annual community needs survey. Possible areas of emphasis are identified below, and relative weighting/emphasis could change to reflect current priorities:
 - a. Affordable Housing
 - b. Homeless services
 - c. Elder services
 - d. Youth services
 - e. Domestic Violence
 - f. Other, island-specific or emerging
4. Consider partnership with an external organization to undertake process of identifying eligible recipients for the “emphasis” funding. Task this partner with the creation of a recommendation for funding allocation to meet the “emphasis” goals. Bainbridge Community Foundation is a possible resource for this role.
5. Establish a 4-year funding cycle, with funding awards to coincide with City biennial budgets. The process to develop City priorities, and planned funding levels, would occur in Year 1, with funding planned for Year 2 -5. In Year 5, funding/award process would run again for support that would be provided for the next four years.

Work to develop a similar proposal to update funding for Cultural Services and Economic Development could occur in 2015 alongside this effort. The end result would be a comprehensive update to the City’s approach to Community Services for all three elements.

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Public Safety Facility Discussion	Date: March 3, 2015
Agenda Item: Staff Intensive	Bill No.: AB 14-008
Proposed By: Doug Schulze, City Manager	Referral(s):

BUDGET INFORMATION

Department/Fund: Executive		Munis Contract #	
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

DESCRIPTION/SUMMARY

Action Item:

Informational only – no action requested.

Background:

Item has been placed on the March 3, 2015, City Council Study Session agenda to continue to keep the City Council informed about information related to site options for the new public safety facility. During the 2015 City Council Advance, City Council established a goal to complete the site selection process by June 2015.

RECOMMENDED ACTION

Information only – no action requested.



CITY OF BAINBRIDGE ISLAND
CITY MANAGER'S OFFICE

MEMORANDUM

TO: Mayor and City Council
FROM: Doug Schulze, City Manager
DATE: March 3, 2015
RE: Public Safety Facility Site Selection

The City Council has established a goal to complete decisions regarding the police facility site selection and funding source by the end of June 2015. At this point, there are three potential sites being considered for the new police facility. As the City Council evaluates the three remaining sites, consideration should be given to several factors:

- **Public Access to site (vehicular & pedestrian)**

Vehicular access to all three sites is equally good as the sites are located in or within close proximity to the Winslow Core. Pedestrian access is good to excellent for all three sites with public transit routes/stops at all site options.

- **Size and shape of site**

Site 1 is the smallest (0.75 acres) of the three options and is marginally large enough for the police facility and required parking. In fact, operational efficiency is adversely impacted due to the size of this site. The shape of Site 1 does not have any adverse impacts on the facility.

Site 2 is the largest (8.97 acres) of the three options and would accommodate the most functional building design. Shape of Site 2 has no adverse impacts on the facility.

Site 3 (1.89 acres) is large enough to accommodate the facility and required parking, but may require a 2-story facility which results in loss of operational efficiency. The shape of Site 3 does not have any adverse impacts on the facility.

- **Potential for multiple uses**

All three sites are large enough to accommodate police, municipal court and the Emergency Operations Center (EOC). As previously noted, Site 1 requires a 2-story facility, which reduces operational efficiency. Site 3 is also likely to require a 2-story facility, which would result in operational efficiencies.

Site 2 is large enough to accommodate police, municipal court and the EOC without adversely impacting operational efficiencies.

- **Response to citizen needs & concerns**

Citizen expectations require a police department that is responsive, engaged, professional, well-trained and collaborative. The citizens of the community have concerns about unnecessary use of force and expect police officers to be skilled in tactful communication, de-escalation, and crisis intervention. A police officer in Bainbridge Island is expected to be seen in the community interacting in a proactive and positive manner with community members, whenever possible.

Site 1 is located within the Winslow core and the most densely populated area of the community. As such, foot patrols and bicycle patrols originating from the police facility are most efficient from this site.

Site 2 and Site 3 are just outside the Winslow core, but still within reasonable distance to the majority of the Island's population density. While it is unlikely that foot and bicycle patrols will originate from either of these sites, neither site adversely impacts the ability to respond to citizen needs and concerns.

- **Cost of site development**

Site 1 is currently developed and would require demolition of existing structures, which would add to the cost of site development. Sites 2 and 3 are undeveloped and have no known characteristics that would result in unusual or significant site development costs. However, no environmental assessment has been done on any of the sites.

- **Zoning**

Site 1 is within the Winslow Mixed Use Town Center, Madison Avenue Zone. Government facilities are permitted uses within this zone.

Site 2 is within an R-8 Zone. Government facilities are conditional uses within this zone.

Site 3 is within a Light Manufacturing Zone. Government facilities are conditional uses within this zone.

- **Utilities/easements**

Utilities are readily available for all three sites. Water and sanitary sewer service is provided to all three sites by the City of Bainbridge Island. Title searches have not been conducted for all sites, but no known easement issues exist.

- **Topography/geotechnical/soils**

Site 1 and the buildable portion of Site 2 are flat. Site 3 is a moderately sloped site, which would require construction of retaining walls. More detailed evaluation would be necessary to determine other geotechnical or soils concerns.

- **Noise and traffic impact**

Traffic and noise generated by a police facility on Bainbridge Island is minimal. As previously shared, approximately 2% of code calls (use of lights & sirens) are responded to from the police facility.

- **Proximity to other governmental functions**

Site 1 is adjacent to City Hall and would immediately address these criteria. Site 2 is not currently near other governmental functions, but offers the most future potential for locating other governmental functions on the site. Site 3 is near Fire Station No. 23, but is not in proximity of other governmental functions.

- **Positioning of facility on site**

Site 1 provides the least amount of flexibility for positioning of the facility on the site while Site 2 provides the greatest flexibility. Facility positioning on Site 3 is likely to be influenced by the slope of the site.

- **Expansion possibilities**

Site 1 provides no expansion possibility. Expansion possibility is substantial for Site 2. Site 3 provides minimal expansion possibility.

- **Cost of land**

Appraisals would be required to provide more detailed information regarding land acquisition costs. Site 1 is likely to be the most costly on a per square foot basis due to the fact that it is located within Winslow Mixed Use Town Center and is a developed site. Site 2 is likely to be the most costly based upon a total cost basis because it is the largest site, but opportunities to sell part of the parcel to other interests could reduce the City's land cost.

The City of Bainbridge Island is a small local government and based on projected population growth, it is unlikely that the size of the City government will grow substantially, unless additional programs, services or functions are added to those currently provided. Police and Municipal Court services are two of the primary services provided by the City. For the past 15 years, the City Hall, Police and Municipal Court functions have operated out of separate facilities resulting in communication and coordination challenges as well as operational inefficiencies.

While Police and Municipal Court functions must maintain a certain level of separation to avoid ex parte communications between law enforcement personnel and court personnel, there are many efficiencies to be gained by placing the functions within the same facility. Areas where these efficiencies are most likely to occur are:

- Secured areas for in-custody persons
- Officers waiting to testify in court
- Court security
- Coordination between law enforcement and prosecution
- Transmittal of citations to Court
- Continuity of Government

Ultimately, locating City Hall, Police and the Municipal Court in the same facility or in a campus setting has the potential of generating more efficiency, including:

- Reduction in number of separate facilities requiring maintenance
- Improved communication and coordination between departments
- Streamlined operations

- Staffing – administrative support and backup
- Continuity of Government – Emergency Management

While Site 1 could provide a campus setting, it has multiple deficiencies that would create operational inefficiencies, off-setting many of the benefits gained from a campus setting. Site 2 offers the potential for creating a municipal campus at a future time. Site 3 commits the City to a stand-alone police facility for several decades.

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Transfer of Kitsap County Tideland Parcels to the City	Date: March 3, 2015
Agenda Item: Staff Intensive	Bill No.: 15-042
Proposed By: Executive	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

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

DESCRIPTION/SUMMARY

Background:

This is a discussion item regarding Kitsap County's request to transfer to the City 21 tideland parcels. The parcels are identified by parcel number on the attached Exhibit A, and were not transferred to the City upon the City's incorporation.

The City's ownership of these parcels is desirable because the City is the permitting authority, with DOE as a partner, of shoreline activity through the City's Shoreline Master Program (SMP). Ownership of these parcels means that the City will not be required to rely upon the County for approval of docks, where allowed, over the tideland parcels.

Attached as Exhibit B is a quitclaim deed for two of the 21 parcels: parcel number 352502-2-061-2006, and parcel number 352502-2-062-2005. The County prepared quitclaim deeds for these two parcels because Leann McDonald of Shoreline Solutions LLC represents the property owners adjacent to these two parcels who wish to submit development applications for construction of docks. Accordingly, the County wished to expedite the transfer of these two quitclaim deeds but has not prepared quitclaim deeds for the remaining two parcels.

If Council approves of the transfer of these 21 parcels to the City, staff will place this item on the March 10, 2015 business meeting consent agenda with a motion to authorize the City Manager to execute quitclaim deeds for transfer of each of the 21 parcels shown on the attached maps.

RECOMMENDED ACTION

Discussion item.

Kitsap County Tidelands 4111-000-040-0208

 County-Owned Parcels
 Tax Parcels (Full Ownership)

STR-25-25N-02E
 MADRONO PARK
 TH PTN LOT 40 LY SELLY OF LOT B RUDOWS REPLAT
 OF MADRONO PARK ALSO TH PTN OF HARBOR
 STREET LY SELLY OF SD LOT B & LYING NEELY OF
 SWLY EXT OF THE SELLY BDRY OF LOT 59 ALSO TH
 PTN PARK AVE ABTG SD LOT 59 & TOW TDLDS ADJ
 LY NLY OF THE EXT OF SELLY LN SD LOT 59 & SLY OF
 THE EXT OF THE SELLY LN OF SD LOT B PAR 2 TH
 PTN BTWN LOTS 55, 56, 57 & 58 & MEA LN TOW TDLDS
 FRIG - BEING DESC FOR TAX PURP ONLY

LAND VALUE: \$540
 TOTAL VALUE: \$540
 Acres = 2.08

Kitsap County Department of Community Development
 614 Division Street, MS-36 Port Orchard, Washington 98366
 (360) 337-5777 • FAX (360) 337-4925

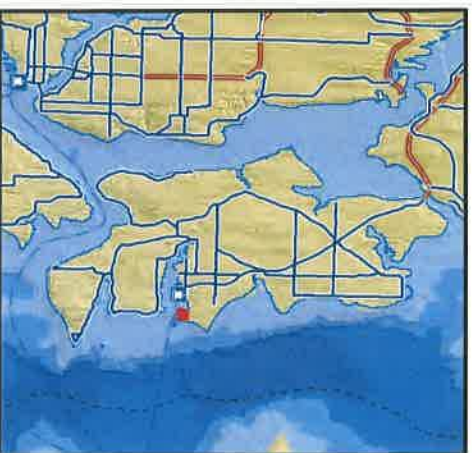


1 inch = 100 feet



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Map Date: 6/2/2014

Kitsap County Tidelands 4111-000-042-0206



☒ County-Owned Parcels
☐ Tax Parcels (Full Ownership)

TAX DESCRIPTION :

STR : 25-25N-2E
MADRONO PARK
BLK 000 LOT 42 D-02 84 TL FL
LAND VALUE: \$300
TOTAL VALUE: \$300
Acres = 0.26

Kitsap County Department of Community Development
614 Division Street, MS-36 Port Orchard, Washington 98366
(360) 337-5777 • FAX (360) 337-4925

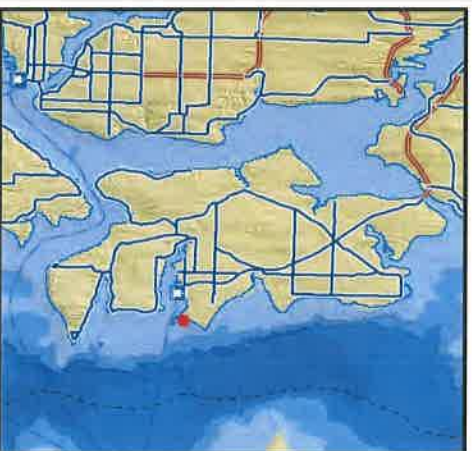


1 inch = 100 feet

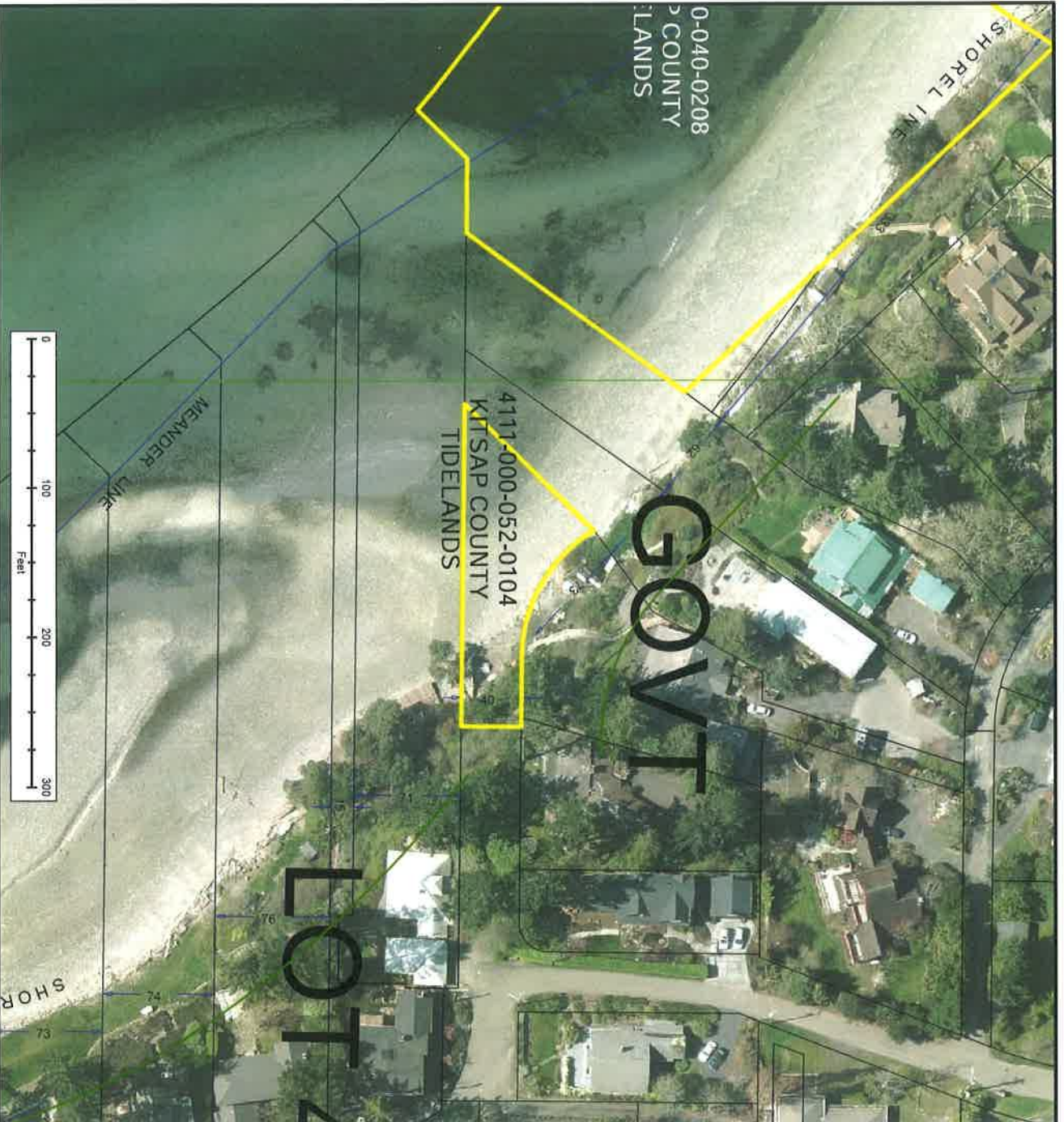


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Kitsap County Tidelands 4111-000-052-0104



☒ County-Owned Parcels
☐ Tax Parcels (Full Ownership)

TAX DESCRIPTION:

STR: 25-25N-2E

MADRON PARK

BLK 000 LOT 52 D-01 86 PT OF BET ML EX WLY 12FT
 TL F L EX WLY 12FT BLK 000 LOT 52

LAND VALUE: \$180

TOTAL VALUE: \$180

Acres = 0.23

Kitsap County Department of Community Development
 614 Division Street, MS-36 Port Orchard, Washington 98366
 (360) 337-5777 • FAX (360) 337-4925

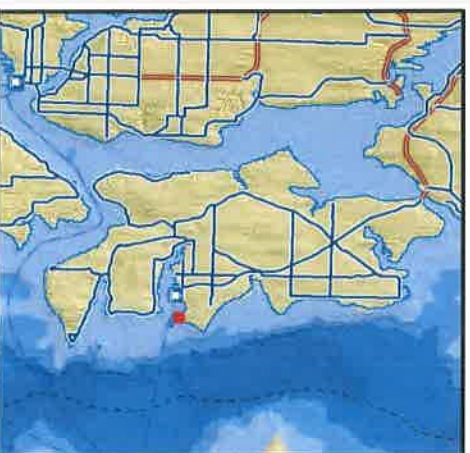


1 inch = 100 feet



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Map Date: 6/4/2014

Kitsap County Tidelands 4131-000-011-0100

☒ County-Owned Parcels

☐ Tax Parcels (Full Ownership)

TAX DESCRIPTION

STR : 28-26N-2E

AGATE POINT

TDLDS FRTO AGATE STR

LAND VALUE: \$120

TOTAL VALUE: \$120

Acres = 0.04

Kitsap County Department of Community Development
614 Division Street, MS-36 Port Orchard, Washington 98366
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1 inch = 100 feet



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Map Date: 6/4/2014

Kitsap County Tidelands 4131-000-060-0001



☒ County-Owned Parcels
☐ Tax Parcels (Full Ownership)

TAX DESCRIPTION:

STR : 28-26N-2E
AGATE POINT
TIDELANDS FRONTING NORTH STREET, ACCORDING TO
THE PLAT OF AGATE POINT AS RECORDED IN VOLUME 3
PAGE 1 OF PLATS, RECORDS OF KITSAP COUNTY,
WASHINGTON.

LAND VALUE: \$80
TOTAL VALUE: \$80
Acres = 0.06

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Kitsap County Tidelands 4132-000-012-0009



County-Owned Parcels
☐ Tax Parcels (Full Ownership)

TAX DESCRIPTION:

STR : 34-26N-2E
 ALDER BEACH TRACTS
 TL F ST

LAND VALUE: \$90
 TOTAL VALUE: \$90
 Acres = 0.16

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Map Date: 6/1/2014

Kitsap County Tidelands 4142-000-020-0007

County-Owned Parcels

☐ Tax Parcels (Full Ownership)

TAX DESCRIPTION :

STR : 32-25N-2E

CRYSTAL SPRINGS

TDLDS FR TG CO RD BTW TR 9 & 10

LAND VALUE: \$70

TOTAL VALUE: \$70

Acres = 0.11

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1 inch = 100 feet



4142-000-020-0007
KITSAP COUNTY
TIDELANDS



Map Date: 6/4/2014

Kitsap County Public Works 4155-000-135-0003



County-Owned Parcels

Tax Parcels (Full Ownership)

TAX DESCRIPTION:

STR : 35-26N-2E
MADISON BEACH
BLK 000 LOT 135 & TL
LAND VALUE \$32,040
TOTAL VALUE \$32,040
Acres = 0.35

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Map Date: 8/4/2014

Kitsap County Tidelands 4169-000-005-0004

 County-Owned Parcels

 Tax Parcels (Full Ownership)

TAX DESCRIPTION:

STR: 23-25N,2E

ROLLING BAY CITY
TUDS FRIG THE S 106.67FT OF LOT 5 CADDY BY VOL.
183-310

LAND VALUE: \$150

TOTAL VALUE: \$150

Acres = 0.57

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Map Date: 6/24/2014

Kitsap County Tidelands 4169-000-053-0005



☒ County-Owned Parcels

☐ Tax Parcels (Full Ownership)

TAX DESCRIPTION:

STR - 23-25N-2E
ROLLING BAY CITY
LOT 53 DAF ALT TIDS LY S OF SE COR OF TR 17-1/2
3/4 N OF NE COR OF TR 16-1/2 IN SD PLAT TSW
WHARF EXT INTO WATERS OF PUGET SOUND FR
ELY END OF YAGUINA AVE CNVD PER VOL 436 PG
67

LAND VALUE: \$70
TOTAL VALUE: \$70
Acres = 0.30

Kitsap County Department of Community Development
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1 inch = 100 feet



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Map Date: 6/14/2014

Kitsap County Tidelands 4184-000-005-0104



☒ County-Owned Parcels
☐ Tax Parcels (Full Ownership)

TAX DESCRIPTION:

STR : 05-24N-2E
 SYVERSEN'S SUBDIVISION
 BLK 000 LOT 5 D-01 TL F TR
 LAND VALUE: \$190
 TOTAL VALUE: \$190
 Acres = 0.16

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Map Date: 6/8/2014

Kitsap County Tidelands 4184-000-007-0201

☒ County-Owned Parcels

☐ Tax Parcels (Full Ownership)

TAX DESCRIPTION : (lower parcel on map)

STR : 05-24N-2E

SYVERSEN'S SUBDIVISION
BLK 000 LOT 7 D-02 T.L.F

LAND VALUE: \$160
TOTAL VALUE: \$160
Acres = 0.14

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1 inch = 100 feet



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Map Date: 6/1/2014

Kitsap County Tidelands 4184-000-007-0201

KITSAP COUNTY
TIDELANDS

4184-000-007-0201
KITSAP COUNTY
TIDELANDS



CRYSTAL SPRINGS DRIVE

☒ County-Owned Parcels
☐ Tax Parcels (Full Ownership)

TAX DESCRIPTION :

STR : 05-24N-2E

SYVERSEN'S SUBDIVISION
BLK 000 LOT 7 D-02 TL F

LAND VALUE: \$160
TOTAL VALUE: \$160
Acres = 0.14

Kitsap County Department of Community Development
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1 inch = 50 feet



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Map Date: 6/14/2014

Kitsap County Tidelands 022502-4-046-2001



- County-Owned Parcels
- Tax Parcels (Full Ownership)

STR-02-25-2E
TL FRIG S 400 FT OF L 3

LAND VALUE: \$600
TOTAL VALUE: \$600

Acres = 3.09

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1 inch = 100 feet



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Map Date: 6/1/2014

Kitsap County Tidelands 052502-1-030-2002



 County-Owned Parcels

 Tax Parcels (Full Ownership)

TAX DESCRIPTION:
 STR-05-25N-02E
 PAR (1) TIDL OF 2ND CLASS LY BTWN LN OF MEA
 LOW TIDE & LN OF EXTREME LOW TIDE IN FRONT
 OF N 0.87 FT OF S 63.67 FT OF GOV LOT 1 PAR (2)
 TIDL ADJ TO IN FRONT OF OR ABTG UPON N
 49.33 FT OF S 115 FT OF LOT 1 PAR (3) ALL TIDL
 OF 2ND CLASS ABTG FDL BEG AT S W COR OF
 GOV LOT 1 N 5-42-W 1 CH PAR (4) TIDL OF 2ND
 CLASS SITUATED IN FRONT OF ADJ TO OR ABTG
 THE N 98 FT OF S 208 FT OF GOV LOT 1

LAND VALUE: \$700
TOTAL VALUE: \$700
Acres = 0.87

Kitsap County Department of Community Development
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1 inch = 100 feet



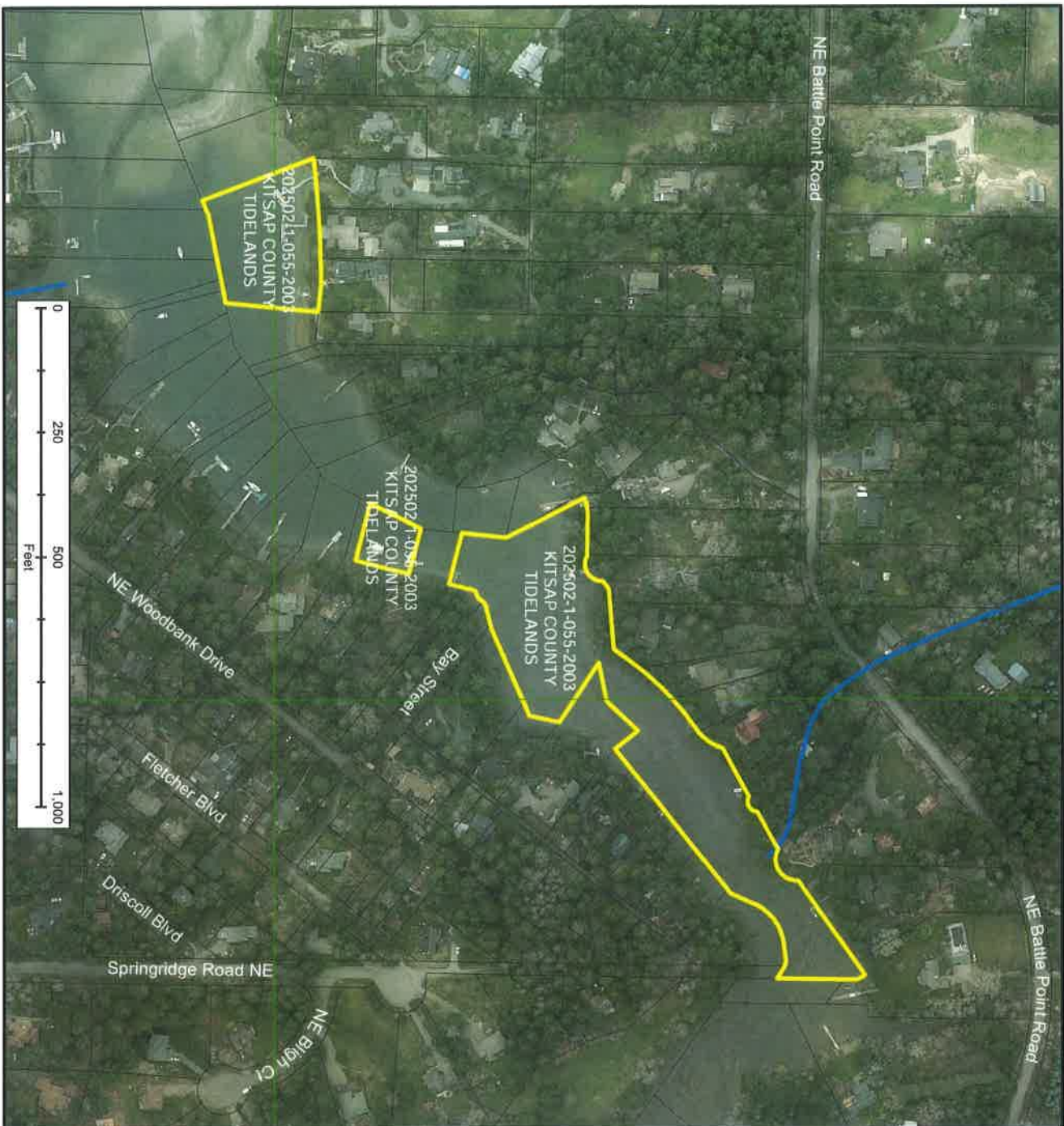
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Map Date: 6/24/2014

Kitsap County Tidelands 202502-1-055-2003



County-Owned Parcels
Tax Parcels (Full Ownership)

STR=2025.2E
 TOLDS OF 2ND CL. SUITABLE FOR CULTIVATION OF
 OYSTERS FRIG PT OF LOT 2 & ALL OF LOTS 3 & 4 & PT
 OF LOT 5 EXC TRS SOLD EXC PT FRIG LOT 17 & 19 IN
 PLAT OF BAINBRIDGE SHORE
 LAND VALUE: \$5,480
 TOTAL VALUE: \$5,480
 5.61 Acres

Kitsap County Department of Community Development
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1 inch = 300 feet



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Map Date: 6/2/2014

Kitsap County Tidelands 252502-2-004-2008



☒ County-Owned Parcels
☐ Tax Parcels (Full Ownership)

TAX DESCRIPTION :

STR : 25-25N-2E
TDL FRGT GOV LOTS 2 & 3 MADRONA PARK EX TRS
SOLD

LAND VALUE: \$1,970
TOTAL VALUE: \$1,970
Acres = 0.20

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1 inch = 100 feet



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Map Date: 6/4/2014

Kitsap County Tidelands 282602-1-023-2003



☒ County-Owned Parcels

☐ Tax Parcels (Full Ownership)

TAX DESCRIPTION :

STR : 28-26N-2E

TDLDS ONLY FRTO CO RD IN GOVT LOT 4

LAND VALUE: \$60

TOTAL VALUE: \$60

Acres = 0.12

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1 inch = 100 feet



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Map Date: 6/1/2014

Kitsap County Tidelands 342602-2-042-2000



County-Owned Parcels

Tax Parcels (Full Ownership)

TAX DESCRIPTION

STR : 34-26N-2E

TDLDS FRTO FOL BEG AT SW COR GOVT 8 DAF E
30FT OF W 587FT O F GOVT LOT 8 T H CONT NELY
ALS MEALN 70FT

LAND VALUE: \$180
TOTAL VALUE: \$180
Acres = 0.28

Kitsap County Department of Community Development

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1 inch = 100 feet



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Map Date: 04/2014

Kitsap County Tidelands 342602-3-052-2005

 County-Owned Parcels

 Tax Parcels (Full Ownership)

TAX DESCRIPTION :

STR : 34-26N-2E
TIDELANDS (FROM THE MEANDER LINE EXTENDING TO THE EXTREME LOW WATER LINE) FRONTING THE EAST 30 FEET OF GOVERNMENT LOT 5, SECTION 34, TOWNSHIP 26 NORTH, RANGE 2 EAST, W.M., KITSAP COUNTY, WASHINGTON.

LAND VALUE: \$80
TOTAL VALUE: \$80
Acres = 0.05

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Map Date: 8/4/2014

Kitsap County Tidelands 352502-2-061-2006



County-Owned Parcels
Tax Parcels (Full Ownership)

STR-35-25-02E
SECTION 35, TOWNSHIP 25 NORTH, RANGE 2 EAST,
W.M. 21 51 CHAINS OF SECOND CLASS TIDELANDS
FRONTING GOVERNMENT LOT 1 (THESE SECOND
CLASS TIDELANDS EXTENDING FROM THE
MEANDER LINE TO THE EXTREME LOW WATER
MARK).

LAND VALUE: \$4,150
TOTAL VALUE: \$4,150
Acres = 2.35

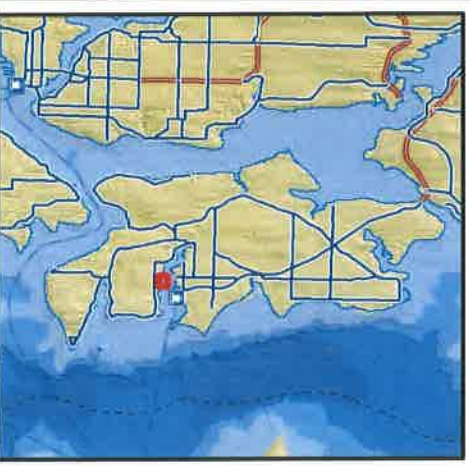
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1 inch = 200 feet



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Map Date: 6/3/2014

Kitsap County Tideland parcels 352502-2-062-2005

 County-Owned Parcels

 Tax Parcels (Full Ownership)

TAX DESCRIPTION:
STR-95-25-N-02E
WALY 20.25 CHS OF 2ND CL. TDLDS FRING LOT 2 EXC
TRS SOLD
LAND VALUE: \$2,920
TOTAL VALUE: \$2,920
Acres = 0.61

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1 inch = 100 feet



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Map Date: 6/4/2014

AFTER RECORDING MAIL TO:

Molly Foster
Kitsap County Public Works
614 Division Street, MS-26
Port Orchard WA 98366-4699

QUIT CLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that the Grantor(s), KITSAP COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, for and in consideration of the City of Bainbridge Island's assumption of jurisdiction and responsibility for the tidelands herein described, conveys and quit claims to the CITY OF BAINBRIDGE ISLAND, A MUNICIPAL CORPORATION, the following described real estate, situated in Government Lots 1 & 2 in Section 35, Township 25 North, Range 2 East, W.M., Kitsap County, State of Washington:

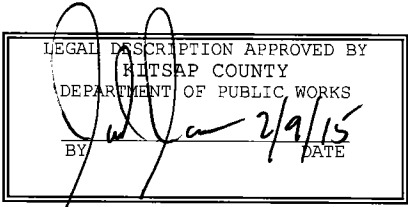
Described in EXHIBIT "A"
Attached Hereto and by this Reference Made a Part Thereof.

Dated this ____ day of _____, 2015.

By: _____
Robert Gelder, Chair

By: _____
Edward E. Wolfe, Commissioner

By: _____
Charlotte Garrido, Commissioner



STATE OF WASHINGTON
COUNTY OF KITSAP }ss

Tax Parcel Nos. 352502-2-061-2006
& 352502-2-062-2005

On this ____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, _____, and _____, to me known to be the County Commissioners respectively, of Kitsap County that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of Kitsap County, for the uses and purposes therein mentioned, and on oath, stated that they are authorized to execute the said instrument and that the seal affixed is the County Seal of Kitsap County.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington.
Residing at: _____
My Commission Expires: _____

EXHIBIT "A"

February 6, 2015

**Tidelands Transfer
Section 35, Township 25 North, Range 2 East, W.M.**

All Second Class tidelands owned by Kitsap County fronting Government Lot 1, Section 35, Township 25 North, Range 2 East, W.M., Kitsap County, Washington;

AND

All Second Class tidelands owned by Kitsap County fronting and abutting that portion of the government meander line lying in front of Government Lot 2, Section 35, Township 25 North, Range 2 East, W.M., Kitsap County, Washington, described as follows:

Commencing at the southwest corner of Lot 6, Block 1 of the plat of Pleasant View Townsite as recorded in Volume 1 of Plats, page 5, records of Kitsap County; thence North 79° West 60 feet; thence North 161.5 feet to the government meander line and the **POINT OF BEGINNING**; thence Northwesterly along said meander line to the west line of said Government Lot 2 and the terminus;

Except those portions conveyed by County Treasurer's Deed recorded under Auditor's File No. 377290, records of Kitsap County, Washington.

CITY OF BAINBRIDGE ISLAND CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Contract Amendment with Ridolfi to Amend Contract Schedule for Restoration Monitoring Program at John T. Nelson Park at Strawberry Cannery Cove and Pritchard East Bluff	Date: March 3, 2015
Agenda Item: Staff Intensive	Bill No.: AB 15-044
Proposed By: Kathy Cook, Planning Director	Referral(s):

BUDGET INFORMATION

Department: PCD	Fund:	Munis Contract # 2120064
Expenditure Req:	Budgeted? ☒ Yes ☐ No	Budget Amend. Req? ☐ Yes ☒ No

REFERRALS/REVIEW

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

DESCRIPTION/SUMMARY

Action Item:

Consider forwarding the Ridolfi contract amendment to the consent agenda on March 10, 2015.

Background:

The City manages two restoration sites located at Strawberry Cannery Cove and Pritchard Park East Bluff. The sites were identified for habitat restoration projects by the Elliot Bay Trustee Council, and the Trustees provided funds to restore natural resources injured by hazardous substances released from the Wyckoff facility in Eagle Harbor. Restoration activities were completed at the sites in 2011, and the City then entered into a professional services agreement with Ridolfi for restoration monitoring. The original scope of the work for the project is attached for as background information (Exhibit A).

The professional services agreement was intended to cover a three year period, May 2012 through May 2015. However, the agreement documents inadvertently specified a termination date of December 31, 2014. The purpose of this amendment is to correct the termination date to May 31, 2015. The amendment does not change the scope of work.

RECOMMENDED ACTION

Motion: I move to forward the Ridolfi contract amendment to the consent agenda on March 10, 2015.

**AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES**

This Amendment No. 1 to the Agreement for Professional Services, dated as of the date written below (this "Amendment"), between the City of Bainbridge Island (the "City") and Ridolfi Inc. (the "Consultant") amends that certain Agreement for Professional Services, dated May 7, 2012, between the City and the Consultant (the "Agreement").

WHEREAS, the City entered into the Agreement to conduct monitoring and adaptive management within the Strawberry Plant Park and Pritchard East Bluff restoration areas; and

WHEREAS, the City and the Consultant wish to extend the term of the Agreement and amend the task schedule accordingly;

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

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

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until ~~December~~ May 31, 2014 2015, unless sooner terminated by either party as provided below.

2. Attachment A is hereby amended and restated as set forth in Exhibit A attached hereto. Except as modified herein, all other terms and conditions to the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties agree that this Amendment is effective as of January 1, 2015.

RIDOLFI INC.

CITY OF BAINBRIDGE ISLAND

By:_____

By:_____ -

Douglas Schulze, City Manager

Name_____

Tax I.D. #91-1864002

City Business License No. _____

RIDOLFI

ATTACHMENT A
City of Bainbridge Restoration Monitoring Program
Scope of Work
April 12, 2012

The City of Bainbridge (the City) manages two restoration sites located on Eagle Harbor, Bainbridge Island, Washington: Strawberry Plant Park and Pritchard Park East Bluff. The sites were identified for habitat restoration efforts by the Elliot Bay Trustee Council (Trustees). The Trustees received funds for the projects to restore natural resources injured by hazardous substances released from the Wyckoff facility in Eagle Harbor. Restoration activities were completed at the sites in 2011, and the City and Trustees are beginning monitoring activities to evaluate the sites.

The City of Bainbridge Shoreline Restoration Monitoring Program will include physical and biological monitoring to evaluate site conditions and effectiveness of those conditions in meeting the original intent of restoration objectives for the Pritchard Park East Bluff and Strawberry Plant Park shoreline restoration projects. The monitoring efforts described in this scope of work (SOW) are intended to measure the success of the restoration efforts; identify adaptive management approaches if the projects are not achieving goals and objectives; address monitoring requirements specified by permitting agencies; and to serve as an outreach tool to disseminate project information to interested parties. Ridolfi will provide data interpretation and include the results of all sampling and recommended adaptive management approaches in annual monitoring reports.

The fieldwork required to measure these parameters will be conducted according to a schedule that will be outlined in a monitoring work plan that will be prepared by Ridolfi in 2012 to guide a long-term monitoring program for these two restoration projects. The long-term monitoring program will occur over a ten year period with monitoring events scheduled for Years 1, 2, 3, 5, 7, and 10. Upon the City's approval of the work plan, Year 1 monitoring activities will commence and will serve as the baseline against which all other monitoring events conducted over the 10 year program will be compared to. This SOW was developed to include the first three years of monitoring. Based on the results of Years 1, 2, and 3, Years 5, 7, and 10 may be modified. Additionally, this SOW includes Adaptive Management and Volunteer Coordination events that will occur at each site once a year in the form of a Fall Planting and Cleanup Day. Year 1 will include a planning task that will not be repeated in Years 2 and 3. Work beyond the first year will need to be specifically authorized by the City prior to commencement. A summary of annual cost estimates for each site is provided at the end of this SOW. The following table summarizes the tasks for Year 1 and Years 2 and 3.



Task Name	Year 1	Year 2	Year 3	Year 4
Task 1: Project Management				
General Project Management	X	X	X	<u>X</u>
Permitting	X	X	X	<u>X</u>
Task 2: Planning				
Initial Site Visit and Assessment Memo	X			
Monitoring Work Plan/Health and Safety Plan	X			
Task 3: Monitoring				
Marsh Development/Species Composition	X	X	X	<u>X</u>
Riparian Vegetation – Areal Coverage	X	X	X	<u>X</u>
Forage Fish Access/Presence*	2 events	1 event	1 event	
Task 4: Adaptive Management/Volunteer Coordination				
Fall Planting and Cleanup Day	X	X	X	<u>X</u>
Task 5: Documentation				
Annual Monitoring Report	X	X	X	<u>X</u>

*Forage fish surveys will only occur at the Pritchard Park East Bluff site.

Restoration Monitoring Program Scope of Work

Task 1 Project Management

Ridolfi will coordinate with the City's project manager, lead communications within the project team, track budget, and maintain quality control for the project under this task. Ridolfi will also prepare monthly progress reports during active phases of the project. The monthly progress reports will be prepared such that the activities for each restoration project are separately identified. The report will describe:

- The work conducted in the previous month.
- The work planned for the subsequent month.
- Deliverables submitted the previous month.
- Deliverables planned for the subsequent month.
- Problem areas with proposed solutions, if any.

Task 2. Planning

To facilitate planning efforts, our team will meet with City personnel to confirm a common understanding of the scope of work. In this phase we will confirm scope and budget for the project. Additionally, we will request information from the City that is relevant to the project including separate monitoring parameters required at each of the sites, past documents including previous site assessment reports, the location of the sites, description of the sites, past restoration or cleanup work performed on the sites, required permits, etc.



After meeting with the City staff, the Ridolfi team will hold an internal meeting to review the project requirements, assign work, review background information, establish internal check points for review, and establish quality control procedures. Based on the scoping information we will develop relevant reports such as a monitoring work plan and health and safety plan. We will also ensure that all required permits are in place to perform the work.

Initial Assessment Memorandum

To facilitate initial adaptive management activities in regards to plant health and vigor, our monitoring team will perform a brief assessment of each site and present the results and suggested adaptive management activities in a memorandum. The memorandum may also be used to inform planting and cleanup activities that can be performed during volunteer events at each of the sites. Year 1 is the only year in which the initial assessment effort and associated memorandum will occur.

Monitoring Work Plan

Based on discussions with the City and potentially the Trustees, Ridolfi will develop a monitoring work plan for the City's restoration monitoring program. The monitoring work plan will include a health and safety plan to be followed by the monitoring team. The monitoring plan will be designed to facilitate a long-term monitoring program for the two restoration sites. The long-term monitoring program will occur over a ten year period, with monitoring events scheduled for Years 1, 2, 3, 5, 7, and 10.

Task 3. Monitoring

Specific approaches to physical and biological monitoring efforts are described in the following sections:

Physical Success Criteria

Several physical success criteria will be measured at both of the sites to evaluate their physical stability. Information obtained from these studies will be used to direct adaptive management measures, if needed, and to ensure that the sites are providing functional habitat. Additionally, the results will track changes in the physical structure of the sites overtime.

Topographic Survey

The City of Bainbridge will perform topographic surveying at each site. At each site, the surveyor will establish five to eight transects by installing stakes in the riparian zone. They will then shoot profiles perpendicular to the shoreline from each stake, measuring elevations at approximately 10-foot intervals or where there is a noticeable break in slope. The survey will be conducted so that horizontal accuracy is +/- 0.1 feet, and vertical accuracy is +/- 0.05 feet.

To evaluate elevations and morphology in subsequent years, the transects will be reoccupied beginning at the stakes installed in the first year. The deliverable for this task will be cross-



section plots showing elevation profiles for the different monitoring events. The deliverable will be provided to Ridolfi to support evaluation of both sites' physical structure and inclusion in Annual Monitoring reports.

Visual Inspections and Photograph Point Monitoring

At least twice per year the Ridolfi monitoring team will visit the sites to make visual observations regarding general site conditions. One of these events will be scheduled in late summer/early fall in conjunction with the vegetation monitoring, and the second will likely occur during the forage fish surveys. Observations may include presence of erosional features, prevalence of dead or dying plants, accumulation of trash or flotsam, indications of vandalism, or signs of animal use or grazing of vegetation.

Additionally, the monitoring team will establish permanent photograph point monitoring stations to monitor changes in plant cover, invasive plants, species composition, and disturbances at the sites. Based on the size of each site, photograph points will be established at approximately 13 feet on a mean lower low water (MLLW) datum in the riparian and salt marsh habitat transition zone during the first scheduled monitoring event. The location of each permanent photograph point will be entered into a GPS unit with a horizontal accuracy of approximately one meter. This information will be used to create a map showing the photograph point locations for future monitoring events.

Biological Success Criteria

Several biological success criteria will be measured at each site to evaluate their habitat functionality. Information obtained from these studies will be used to direct adaptive management measures if needed and to ensure that the sites are providing functional habitat. Additionally, the results will track changes in the species diversity, ecological uses of the sites overtime, and overall ecological health of the sites.

Forage Fish Access/Presence

This task will be performed at the Pritchard Park East Bluff site. For Year 1, the surveys will occur two times per year between the months of November and January at the appropriate tide. During Year 2 and Year 3, the surveys will only occur once per year between the months of November and January. Sediments will be surveyed and analyzed for grain size and the presence of sand lance and surf smelt eggs. The density of forage fish eggs will be calculated based on the amount of eggs observed. Survey crews will follow the protocols outlined by the Washington State Department of Fish and Wildlife (WDFW). Egg samples will be sent to WDFW for quality control/quality assurance of species identification. The survey work will be done under a Scientific Collection Permit that will be obtained annually, prior to the first monitoring event.



Marsh Development/Species Composition

In this task, the monitoring team will estimate percent cover of marsh vegetation at the site using mean visual estimates from a series of quadrats. The percent cover of marsh vegetation will be measured from randomly selected sampling points within the marsh habitat area. The sampling points will be established and permanently marked with wood stakes during the first monitoring event. The coordinates of each permanent point at the site will be entered into a Global Positioning System (GPS) unit with a horizontal accuracy of approximately one meter. This information will be used to create a map for future monitoring events.

Percent coverage of each plant species present within each quadrat will be visually estimated along with the percent of non-plant cover and bare ground to determine the percent cover for each quadrat. Native and invasive taxa will be identified to species. Non-plant cover will be classified as large wood, litter, moss, or soil. Estimations for each class will be totaled and averaged to determine percent cover of marsh vegetation for each quadrat and the site. All data will be recorded on a data sheet.

A photograph will be taken of each quadrat for comparison to following seasons of monitoring work. Additionally, the integrity of the herbivory fencing (goose netting) in the vicinity of each quadrat will be noted. Sampling will occur in late summer / early fall to ensure that maximum vegetation growth is recorded.

Riparian Vegetation Areal Coverage

In this task, the monitoring team will measure the percent cover of riparian vegetation at the sites. This will be done using the line intercept sampling method to measure crown cover, species dominance, and canopy structure. Groundcover will be estimated using mean visual estimates from two quadrats. A series of 45-foot transects approximately 100 feet apart will be permanently marked relative to a baseline at the site. The transects will be permanently established during the first scheduled monitoring event. Sampling will occur in late summer / early fall to ensure that maximum vegetation growth is recorded. Hand measured distances and GPS coordinates will be used to create a map for future monitoring events and can be used as an aid for locating and reoccupying transects during subsequent monitoring events.

Crown Cover

Crown cover of shrubs and trees will be measured along each transect using a measuring tape. Only the canopy of woody species will be measured. Each woody species that is encountered along a transect will have its canopy measured at the start point and the end point of where its dripline or overhang intersects the transect. If two or more woody species overlap along a transect, they will be measured as one unit. Each woody species encountered along a transect will be identified to species. To estimate the percent canopy cover for each transect, the lengths of the individual canopy intercepts will be added and then divided by 45 feet. The percent canopy cover for the site will be calculated by averaging the canopy cover measured for each transect. All data will be recorded on a data sheet.



Groundcover

Percent groundcover at the site will be visually estimated from two quadrats placed at the 15- and 30-foot mark of each transect. Each quadrat will be subdivided into four grids measuring 0.5 by 0.5 meter. Percent coverage of living and non-living plants present within the grids will be visually estimated along with the percent of non-plant cover and bare ground to determine the percent cover for each quadrat. Woody, native, and invasives will be identified to species. Non-plant cover will be classified as large wood, litter, moss, or soil. Estimations for each class will be totaled and averaged to determine percent groundcover for the site. All data will be recorded on a data sheet.

Task 4. Adaptive Management and Volunteer Coordination Program

Due to the public nature of these sites, the City has the opportunity to train numerous volunteers in habitat stewardship by having volunteers participate in adaptive management activities at these two restoration projects. This program is intended to facilitate stewardship activities at the sites.

Our volunteer coordination team will use results detailed in the Initial Assessment Memorandum and results from monitoring activities to develop plans for one volunteer Fall Planting and Cleanup Day per year at each of the sites. Activities that may occur at the sites may include planting, weeding, mulching, removing trash, repairing goose exclusion fencing, etc.

Our volunteer coordination team will be on site during the volunteer days to direct volunteers in the above-mentioned activities and to finish work that is not completed by the volunteers. Our volunteer coordination team will also perform cleanup after volunteer activities. Based on our volunteer coordination team's recommendations for these activities, the City will organize the events, as well as supply materials required for the volunteer day.

Task 5. Documentation

Annual Monitoring Report

At the end of the monitoring fieldwork for each year (nominally early spring), data will be compiled in an annual monitoring report. The report will summarize field procedures and present tabular and graphical results of the monitoring activities. Additionally, the annual report will make recommendations for changes to monitoring protocols, if any, and adaptive management activities. If invasive species are noted on the restoration sites, the City will be notified immediately. The report will be submitted to the City within three months of completion of field activities in electronic and hard copy.

**Database**

Information collected in the field will be recorded on data sheets that will be incorporated into a program-wide monitoring database. The database will be a central repository for monitoring data collected under this plan. This task includes updating the database and creating reports to summarize the data.

**City of Bainbridge Restoration Monitoring Program
Scope of Work
April 12, 2012**

The City of Bainbridge (the City) manages two restoration sites located on Eagle Harbor, Bainbridge Island, Washington: Strawberry Plant Park and Pritchard Park East Bluff. The sites were identified for habitat restoration efforts by the Elliot Bay Trustee Council (Trustees). The Trustees received funds for the projects to restore natural resources injured by hazardous substances released from the Wyckoff facility in Eagle Harbor. Restoration activities were completed at the sites in 2011, and the City and Trustees are beginning monitoring activities to evaluate the sites.

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Riparian Vegetation - Areal Coverage	X	X	X
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Task 4: Adaptive Management/Volunteer Coordination			
Fall Planting and Cleanup Day	X	X	X
Task 5: Documentation			
Annual Monitoring Report	X	X	X

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Database

Information collected in the field will be recorded on data sheets that will be incorporated into a program-wide monitoring database. The database will be a central repository for monitoring data collected under this plan. This task includes updating the database and creating reports to summarize the data.

**Cost Estimate Summaries for Monitoring and Adaptive Management
of Strawberry Plant Park and Pritchard Park East Bluff**

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: National Estuary Program (NEP) Watershed Protection & Restoration Grant Program

Date: March 3, 2015

Agenda Item: Staff Intensive

Bill No.: 15-046

Proposed By: Planning Department

BUDGET INFORMATION

Depart/Fund:

Expenditure Req:

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

N/A

DESCRIPTION/SUMMARY

Action Item:

Consider authorizing staff to apply to the “National Estuary Program (NEP) Watershed Protection & Restoration Grant Program.”

Background:

The Washington State Departments of Ecology (Ecology) and Commerce (Commerce) are soliciting applications for grants under the NEP Watershed Protection and Restoration Grant Program. The current funding solicitation is for proposals to “Improve Land Use Management.” The program is supported by federal funds from the Environmental Protection Agency (EPA). The funding solicitation states, “applicants should propose projects that focus on improving land use management and developing planning and regulatory tools that focus growth in urban centers and protect rural areas.” Some grant specifics include:

- The City must be ready to proceed with the project by September 1, 2015.
- The work must be completed no later than December 31, 2017.
- The maximum amount of award per project is \$250,000. There is no required local match for these funds.

The ongoing Comprehensive Plan update process is an ideal opportunity for the City to address inefficiencies in current policy and permitting processes and develop a more integrated, comprehensive approach for environmental protection and growth management. Planning staff is proposing to use NEP funding to undertake a comprehensive review of current critical areas protections, water quality monitoring efforts, proposed shoreline master program (SMP) monitoring strategies, and the under-utilized transfer/purchase of development programs to explore possibilities to integrate these various programs and protection mechanisms into a single, cohesive strategy that considers development actions and patterns and natural resource protection on a broad, landscape scale. Short-term outcomes will include an assessment and evaluation of the City’s current approach to critical areas protection and natural resource management; improved and/or refined policy, planning tools and development regulations (e.g.; recommended language for the Comprehensive Plan and critical areas ordinance updates and the SMP monitoring program); opportunities for larger scale protection, mitigation and restoration actions; and an integrated approach to critical areas, water quality and shoreline protection, monitoring and restoration. Long-term outcomes will include improvements in watershed-based ecological processes and functions such as riparian connectivity, decreased stormwater runoff, enhanced groundwater recharge, and improved water quality and aquatic/nearshore habitat.

RECOMMENDED ACTION

Motion:

I move that the City Council authorize staff to apply to the National Estuary Program (NEP) Watershed Protection & Restoration Grant Program.

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Public Works Contracts	Date: March 3, 2015
Agenda Item: Staff Intensive	Bill No.: AB 15-045
Proposed By: Public Works Director Barry Loveless	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

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

DESCRIPTION/SUMMARY

Action Item:

Consider forwarding the following Public Works Contracts to the March 10, 2015 Regular Business Meeting Consent Agenda:

1. Interlocal Agreement with Port Gamble Tribe for Police Motorcycles, AB 15-037
2. Lynwood Center Outfall Improvement Project, AB 11-086
3. Groundwater Assessment Professional Services Agreement, AB 15-038

RECOMMENDED ACTION

Motion:

I move that the City Council forward the following Public Works Contracts to the March 10, 2015 Regular Business Meeting Consent Agenda:

1. Interlocal Agreement with Port Gamble Tribe for Police Motorcycles, AB 15-037
2. Lynwood Center Outfall Improvement Project, AB 11-086
3. Groundwater Assessment Professional Services Agreement, AB 15-038

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Interlocal Agreement with the Port Gamble S'Klallam Tribe Regarding the Purchase of Two 2009 BMW G650 GS-P Motorcycles	Date: March 3, 2015
Agenda Item: Staff Intensive	Bill No.: AB 15-037
Proposed By: Public Works Director Barry Loveless & Chief Mathew Hamner	

BUDGET INFORMATION

Depart/Fund: 2015 Equipment CIP		
Expenditure: \$ 10,000 + sales tax	Budgeted? ☒ Yes ☐ No	Budget Amend. Req? ☐ Yes ☒ No

REFERRALS/REVIEW

City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒ Yes ☐ No ☐ N/A	Finance ☒ Yes ☐ No ☐ N/A
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Action Item:

Consider placement of the Interlocal Agreement between the City of Bainbridge Island and the Port Gamble S'Klallam Tribe to purchase two 2009 BMW G650 GS-P motorcycles on the March 10, 2015 consent agenda.

Background:

In the 2015 budget, \$30,000 was allocated for an electric motorcycle in keeping with the City's desire to maintain a green community. After further research, it was determined to move forward with gasoline rather than electric type of motorcycle(s) until more data is available for police use. Staff is proposing to purchase two gasoline motorcycles at an exceptionally reasonable cost to initiate the motorcycle patrol program from the Port Gamble S'Klallam Tribe.

The Tribe has declared two 2009 BMW G650 GS-P motorcycles as surplus to their needs and pursuant to the provisions of the Inter Local Cooperation Act, RCW Chapter 39.34, the City desires to purchase the motorcycles in the amount of \$10,000.00 plus sales tax. The motorcycles are patrol ready with less than 200 miles each and will allow the officers to begin police motorcycle patrol training in Spring of 2015.

The purchase of the motorcycles is for the Police Department's use and shall be picked up by the City within (7) seven days of execution of the Agreement. The transfer of the motorcycles shall be by Bill of Sale provided to the City upon payment of the motorcycles.

RECOMMENDED ACTION

Motion:

I move that the City Council forward the Interlocal Agreement with the Port Gamble S'Klallam Tribe to purchase two 2009 BMW G650 GS-P motorcycles in the amount of \$10,000.00 plus sales tax and amend the CIP to authorize the purchase of two police gasoline motorcycles to the March 10, 2015 consent agenda.

AFTER RECORDING, PLEASE RETURN TO:

City of Bainbridge Island
Attn: City Clerk
280 Madison Avenue North
Bainbridge Island, Washington 98110

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (this “Agreement”) is made and entered into by and between the City of Bainbridge Island, a municipal corporation (the “City”) and the Port Gamble S’Klallam Tribe, a federal tribe (“S’Klallam”) pursuant to provisions of the Inter Local Cooperation Act, RCW Chapter 39.34.

WHEREAS, S’Klallam has declared two 2009 BMW GS650 motorcycles to be surplus to the needs of the Port Gamble S’Klallam Tribe; and

WHEREAS, the City has a need and use for the motorcycles and desires to acquire them for a total price of Ten Thousand Dollars (\$10,000) plus sales tax; and

WHEREAS, S’Klallam is willing to sell the motorcycles to the City in accordance with the terms and conditions of this Agreement; and

NOW, THEREFORE, S’Klallam and the City agree as follows:

1. Transfer and Purchase Price of the Motorcycles.

a. Effective upon full execution of this Agreement, S’Klallam shall sell and transfer to the City the following described motorcycles (the “Motorcycles”) for the sum of \$10,000 plus sales tax:

Year	MFG	Model	Serial #	License Plate #	Miles
2009	BMW	G650 GS-P	WB10179069ZW16414	2097EX	78
2009	BMW	G650 GS-P	WB10179049ZW16413	2098EX	172

b. The transfer of the Motorcycles to the City shall be by Bill of Sale, the form of which is attached hereto as Exhibit A. S'Klallam will provide the title upon payment of the Motorcycles.

c. The City shall be responsible for the title transfer and any applicable fees regarding the sale and transfer of the Motorcycles from S'Klallam to the City.

d. All transactional costs associated with the sale and transfer of the Motorcycles shall be paid by the City; however, S'Klallam shall bear its own attorneys' fees and costs and administrative costs related to this transaction.

e. The City will pick up the Motorcycles from S'Klallam within seven (7) days of execution of this Agreement.

2. **"As Is" Condition/No Warranty.** S'Klallam shall convey the Motorcycles to the City, and the City shall accept the Motorcycles, in an "as is" "where is" condition, without any representation or warranty whatsoever from S'Klallam, including but not limited to, any warranty of fitness or merchantability express or implied.

3. **Indemnification and Hold Harmless.**

a. The City agrees to protect, defend, indemnify, and hold harmless S'Klallam, its officers, elected officials, 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) resulting from death or bodily injury to any person or damage or destruction to third-party related to the use, operation and/or maintenance and/or failure to maintain the Motorcycles by the City and its officials, officers, employees, agents and/or volunteers.

b. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the City 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 City. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

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

d. This section of the Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

4. **Severability.** If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

5. **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 contract, 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 contract, covenant, condition or right.

6. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

7. **Integration and Supersession.** This Agreement sets forth all of the terms, conditions, and agreements of the parties relative to the subject matter hereof and supersedes any and all such former agreements which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

8. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

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

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

11. **Filing with County Auditor.** A copy of this Agreement shall be filed with the Kitsap County Auditor's Office pursuant to RCW 39.34.040.

[This space intentionally left blank.]

IN WITNESS WHEREOF, this Agreement shall become effective as of the date last written below.

CITY OF BAINBRIDGE ISLAND

By _____
Douglas Schulze, City Manager

Date: _____

PORT GAMBLE S'KLALLAM TRIBE

By _____

Date: _____

Title: _____

EXHIBIT A

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS: That for and in good and valuable consideration as set forth in the Interlocal Agreement dated _____, 2015, the Port Gamble S’Klallam Tribe (“S’Klallam”) does hereby convey, grant, bargain , sell, assign and transfer to City of Bainbridge Island (the “City”) the following described motorcycles:

Year	MFG	Model	Serial #	License Plate #
2009	BMW	GS650	WB10179069ZW16414	2097EX
2009	BMW	GS650	WB10179049ZW16413	2098EX

The motorcycles are transferred “as is” and “where is” without any warranty of fitness or merchantability express or implied.

IN WITNESS WHEREOF, S’Klallam has hereunto set its signature, hand and seal this _____ day of _____, 2015.

PORT GAMBLE S’KLALLAM TRIBE

Print Name: _____

Title: _____

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Lynwood Center Outfall Improvements Project	Date: March 3, 2015
Agenda Item: Staff Intensive	Bill No.: AB 11-086
Proposed By: Public Works Director Barry Loveless	

BUDGET INFORMATION

Depart/Fund: PW 2015 CIP @ \$211,925.00		PW SSWM @ \$60,000.00 (via budget adjustment)	
Expenditure Req: \$249,700.00	Budgeted? ☒ Yes ☐ No	Budget Amend. Req? ☐ Yes ☒ No	

REFERRALS/REVIEW

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

DESCRIPTION/SUMMARY

Action Item:

Consider placement of the Lynwood Center Outfall Improvements project on the March 10, 2015 City Council consent agenda.

Background:

The Lynwood Center Outfall Improvements project consists of upgrading an existing 30" pipe system to 36" and 48" corrugated polyurethane pipe along with new catch basins. Work also includes cleaning approximately 100' of concrete outfall pipe and installation of a tidal check valve.

On June 13, 2012, the City Council accepted a Statewide Stormwater grant for the Lynwood Center Outfall project in the amount of \$188,000 with a city match of \$63,000.

On August 8, 2014, the City Council rejected the bid from Coluccio Construction as it was 142% over the engineer's estimate and the project was consequently postponed.

Bids were once again solicited through the local newspapers and the bid opening was held on February 24, 2015. The apparent low bidder is Sound Excavation in the amount of \$249,700.00. An additional amount of \$60,000.00 from the SSWM fund is needed to cover the contract amount, permit required, monitoring and additional construction contingency. See attached bid form.

RECOMMENDED ACTION

Motion:

I move that the City Council forward the Lynwood Center Outfall Improvements project award to Sound Excavation in the amount of \$249,700.00 and approve a budget amendment of \$60,000.00 from the SSWM fund to the March 10, 2015 City Council consent agenda.



City of Bainbridge Island
Public Works Department - Engineering

DRAFT

Project: Lynwood Center Outfall Improvements

Bid Opening Date: Bids Due on Tuesday, February 24th @ 9:00 AM

Open Bids @ 9:30 AM

Note: Bids Are Opened in Order Received. Bids Solicited by: ☒ Advertisement ☐ Small Works Roster The Engineers Estimate is: \$175,000 - \$200,000	PORT MADISON ENTERPRISES	REDSIDE CONSTRUCTION	SOUND EXCAVATION	LIDEN LAND DEVELOPMENT	NORDLAND CONSTRUCTION
Proposal – <i>Items of Work & Materials, Estimated Quantities, Units of Measurement.</i>	√	√	√	√	√
Signature Page	√	√	√	√	√
Addendum Acknowledged (3)	√	√	√	√	√
Non-Collusion Declaration	√	√	√	√	√
Proposal Bond (5%)	√	√	√	√	√
Statement of Bidders Qualifications	√	√	√	√	√
Statement of Proposed Subcontractors	√	√	√	√	√
TOTAL BID AMOUNT	\$304,248.77	\$555,962.00	\$249,700.00	\$299,241.35	\$270,477.00

A total of five bids were received for the Lynwood Center Outfall Improvements project. The Project Manager has reviewed all the bids and recommends that the City Council award the contract to the apparent low bidder, Sound Excavation in the amount of \$249,700.00.

CITY OF BAINBRIDGE ISLAND CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Groundwater Assessment Professional Services Agreement	Date: March 3, 2015
Agenda Item: Staff Intensive	Bill No.: AB 15-038
Proposed By: Public Works Director Barry Loveless	

BUDGET INFORMATION

Depart/Fund: PCD–Tax Supported (\$3,400); PW–Tax Supported (\$50,000);
PW-Water Utility (\$1,800)

Expenditure Req: \$55,200.00	Budgeted? ☒ Yes ☐ No	Budget Amend. Req? ☐ Yes ☒ No
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REFERRALS/REVIEW

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

DESCRIPTION/SUMMARY

Action Item:

Consider placement of the Groundwater Assessment Professional Services Agreement with Aspect Consulting on the March 10, 2015 consent agenda.

Background:

This project will provide an in-depth hydro-geological assessment of Island-wide groundwater monitoring data, evaluate the City's groundwater model, implement City-selected model improvements, and utilize the model to test land use and resource management modifications in support of future updates to the City's Utility Management Plans and the pending update to the City's Comprehensive Plan.

The City solicited Requests for Proposal from seven firms from the MRSC consultant roster. A selection committee consisting of two outside agency professionals (King County and Kitsap Public Utility District), an ETAC representative, and key City staff reviewed the submitted proposals. Aspect Consulting was selected as the most qualified consultant to perform the work. See attached agreement and scope of work for further details.

RECOMMENDED ACTION

Motion:

I move that the City Council forward the Groundwater Assessment Professional Services Agreement with Aspect Consulting in the amount of \$55,200.00 to the March 10, 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 Aspect Consulting, LLC (the “Consultant”).

WHEREAS, the City desires to contract with the Consultant for an in-depth hydrogeologic assessment of Island-wide groundwater quantity, quality, and production data and an independent technical review of the City’s groundwater model to identify limitations and improvements, implement City-directed improvements, and utilize the model to test land use and resource management modifications; 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 Consultant shall provide services on an on-call basis as directed by the City or the City’s representative. The City shall pay the Consultant for such services in accordance with Attachment A, but not more than a total of Fifty-Five Thousand Two Hundred Dollars (\$55,200.00).

B. The Consultant shall submit monthly invoices for services performed in a previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

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

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

3. INSPECTION AND AUDIT

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

4. INDEPENDENT CONTRACTOR

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

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

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

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

5. DISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

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

6. TERM AND TERMINATION OF AGREEMENT

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

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

7. OWNERSHIP OF WORK PRODUCT

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

8. GENERAL ADMINISTRATION AND MANAGEMENT

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

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

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

10. INSURANCE

Consultant shall maintain insurance as follows:

☒ Commercial General Liability as described in Attachment B.

☒ Professional Liability as described in Attachment B.

☒ Automobile Liability as described in Attachment B.

☐ None.

11. SUBLETTING OR ASSIGNING CONTRACT

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

12. EXTENT OF AGREEMENT/MODIFICATION

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

13. SEVERABILITY

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

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

14. FAIR MEANING

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

15. NON-WAIVER

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

16. NOTICES

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

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

To the Consultant: Aspect Consulting, LLC
350 Madison Avenue North
Bainbridge Island, WA 98110
Attention: Timothy J. Flynn

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

17. SURVIVAL

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

18. GOVERNING LAW

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

19. VENUE

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

20. COUNTERPARTS

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____, 2015.

ASPECT CONSULTING, LLC

CITY OF BAINBRIDGE ISLAND

By _____

By _____

Name Timothy J. Flynn

Douglas Schulze, City Manager

Title Principal Hydrogeologist

Tax I.D. # 91-2149055

City Bus. Lic. # 13354

ATTACHMENT A

SCOPE OF WORK

Background

The City of Bainbridge Island (the "City") has developed tools to support the comprehensive Groundwater Management Program, including a database and the USGS Conceptual Model and Numerical Simulation of the Groundwater-Flow System of Bainbridge Island, Washington. Aspect Consulting, LLC (the "Consultant") was selected to compile groundwater monitoring and production data to update the database; assess data trends and data gaps; and evaluate, improve, and utilize the groundwater model. The purpose of this work is to inform future updates to the City's Utility Management Plans and the pending update to the City's Comprehensive Plan.

Scope of Services

The Consultant shall deliver support and technical assistance to the City according to this Agreement. The City shall pay the Consultant on an hourly basis, plus actual expenses, in accordance with the attached schedule of charges and the task costs outlined below. The Consultant certifies by signing this Agreement that all applicable requirements have been satisfied in the procurement of any professional services. The deliverables presented in this scope of services are based on a notice to proceed by the City's program manager.

Task 1 – Data Compilation and Assessment

A. The Consultant shall solicit and compile groundwater monitoring and production data from Group A and B public water supply systems, as well as private wells. The Consultant shall solicit Group A and B public water system data, including owner/operator contact information, directly from the Washington State Department of Health and the Kitsap Public Health District. The City will provide the Consultant with the City's water supply system information and monitoring data. Any additional solicitation of data shall consist of a letter request for data with a phone call follow-up, if needed.

The Consultant will notify the City of the response rate approximately 1 month following the solicitation. If the response rate is low and results in insufficient data, the Consultant will assist the City in developing an alternative approach and an estimated budget required to implement.

B. The Consultant shall update the City's Groundwater Management Program database, and assess groundwater data for trends in water levels, quality, and production, specifically in regards to the City's Early Warning Levels as described in the City's *Groundwater Monitoring Program Update (December 2008, revised March 2009)*.

C. The Consultant shall assess the City's current network of monitoring wells in the Groundwater Monitoring Program for adequacy in characterizing the status of the groundwater system based on the following criteria: aquifer and geographic coverage.

Task 1 – Total Cost: \$7,650

Efforts for Task 1 will not exceed the budgeted amount, unless funds are available from under-utilized or completed tasks as agreed to by the City and Consultant.

Task 2 – Groundwater Model Evaluation and Improvement

A. The Consultant shall conduct an independent technical review of the City's USGS Conceptual Model and Numerical Simulation of the Groundwater-Flow System of Bainbridge Island. The review will initially include reviewing model documentation, obtaining model files, and running the 'Current Conditions' model to reproduce results documented by the USGS. The model will be reviewed for the following criteria:

- Conceptual model consistency with literature sources;
- Translating the conceptual model to the numerical model;
- Numerical modeling techniques and bias; and
- Model results interpretation.

B. With direction from the City, the Consultant shall incorporate the model improvements in order of priority within the available budget.

C. The Consultant shall update the 'Current Conditions' model run to extend the model period by 6 years (through 2014). The model update will include groundwater monitoring and production data compiled under Task 1. The observed groundwater conditions will be compared to the simulated groundwater conditions.

D. The Consultant shall prepare a technical memorandum summarizing the initial model review, the model update, the implemented model changes, and improvements in model calibration. The memo shall also outline recommendations and estimated cost for additional model improvements. This technical memorandum will also include documentation of the Task 1 efforts. The cost assumes one round of review by the City.

Task 2 – Total Cost: \$17,250

Efforts for Task 2 will not exceed the budgeted amount, unless funds are available from under-utilized or completed tasks as agreed to by the City and Consultant.

Task 3 – Groundwater Model Utilization

A. The Consultant shall utilize the updated and improved groundwater model to test land use and resources management modifications using predictive analysis techniques. With direction from the City, up to three predictive scenarios will be evaluated within the available budget.

B. The Consultant shall prepare a technical memorandum summarizing the predictive model findings. The cost assumes one round of review by the City.

Task 3 – Total Cost: \$16,100

Efforts for Task 3 will not exceed the budgeted amount, unless funds are available from under-utilized or completed tasks as agreed to by the City and Consultant.

Task 4 – Project Management and Presentations

A. The Consultant will provide project management to include coordinating project activities, facilitating communications with City staff, and preparing monthly invoices and progress reports.

B. Upon completion of Tasks 1 and 2, the Consultant shall provide a technical presentation to City staff summarizing the model review findings and recommended model improvements.

C. Upon completion of Tasks 3, the Consultant shall provide a technical presentation to City staff summarizing the selected predictive scenarios and the groundwater model findings.

D. The Consultant shall provide a final project presentation to the City Council at the direction of the City staff.

E. The Consultant shall conduct a 3-hour public workshop detailing the City's understanding of the groundwater supply based upon monitoring data and model projections. The Consultant will address limitations of the model, interpretation of the model results, and the appropriate application of the model results for long-term resource management and land use planning in support of the City's Comprehensive Plan Update.

Task 4 – Total Cost: \$14,200 (including \$3,400 for Task 4.E)

Efforts for Task 4 will not exceed the budgeted amount, unless funds are available from under-utilized or completed tasks as agreed to by the City and Consultant.

TOTAL PROJECT COST: \$55,200

ATTACHMENT

ASPECT CONSULTING, LLC SCHEDULE OF CHARGES

Unless otherwise stated in the proposal or services agreement, current rates per hour are as follows:

Effective:	1/1/2015 - 12/31/2015	1/1/2016 - 12/31/2016
Personnel Charges – Engineers and Scientists		
Sr. Principal	\$209.00	\$218.00
Principal	\$201.00	\$209.00
Sr. Associate	\$188.00	\$195.00
Associate	\$175.00	\$182.00
Senior	\$151.00	\$157.00
Sr. Project	\$141.00	\$147.00
Project	\$129.00	\$134.00
Sr. Staff	\$113.00	\$117.00
Staff	\$99.00	\$103.00
Construction Supervisor	\$101.00	\$105.00
Technician	\$77.00	\$80.00
Legal Testimony (4-hour	\$300.00	\$300.00
Other Personnel and Disbursement Charges		
Sr. GIS/CAD Specialist	\$104.00	\$108.00
GIS/CAD Specialist	\$94.00	\$98.00
St. Technical Editor	\$100.00	\$104.00
Project Assistant	\$76.00	\$79.00
Four-wheel Drive		
Field Vehicle (w/ up to 100 miles)	\$105.00	\$105.00
Mileage (federal gov't rate)	plus 15%	plus 15%
Subcontractors and		
Miscellaneous Expenses	cost plus 15%	cost plus 15%
Communications Charge (phones, fax, computer, in-house [B/W] reproduction, mailing)	4% of total labor	4% of total labor
Oversize CAD/GIS Plots	\$2.00/Sq. Ft.	\$2.00/Sq. Ft.

Other equipment rental and expenses will be provided on a per job basis.

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: U.S. Marshals Service Memorandum of Understanding, Violent Offender Task Force	Date: March 3, 2015
Agenda Item: Staff Intensive	Bill No.: 15-039
Proposed By: Police Chief Matthew Hamner	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
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DESCRIPTION/SUMMARY

Action Item:

The purpose of the Violent Offender Task Force (VOTF) is to investigate and arrest persons who have active state and federal warrants for their arrest. The intent of the MOU is to coordinate support from local agencies to make the apprehension of these fugitives a joint effort, thereby improving public safety and reducing the potential for violent crime.

History:

Participating agencies refer cases for investigation and receive assistance in apprehending these criminals from members of the VOTF. Targeted crimes primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Participating agencies retain responsibility for the cases they refer to the VOTF.

Budget:

The BIPD's participation as a member of the VOTF does not require a budget amendment. If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to the US Marshals Service VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse the BIPD for expenses incurred, spending on which category of funding is provided.

RECOMMENDED ACTION - That the memorandum of understanding be approved and signed by City Manager Doug Schulze.

Motion:

I move the memorandum of understanding between the U.S. Marshals Service and the City of Bainbridge Island Police Department be approved and signed.

United States Marshals Service

Violent Offender Task Force – Memorandum of Understanding

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the

CITY OF BAINBRIDGE ISLAND, ACTING THROUGH THE BAINBRIDGE ISLAND POLICE DEPARTMENT

and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent USMS Violent Offender Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR

0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. (*See also*) "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. (*See also*) Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. (*See also*) 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION:

The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the VOTF (Violent Offender Task Force). Cases will be adopted by the VOTF at the discretion of the District Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the VOTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the VOTF.

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

SUPERVISION:

The VOTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agency personnel must be approved by the District Chief Deputy prior to assignment to the VOTF. Agency personnel may be removed at any time at the discretion of the District Chief Deputy.

Direction and coordination of the VOTF shall be the responsibility of the USMS District Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS district personnel, may be established at the discretion of the District Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the VOTF.

PERSONNEL:

In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT:

If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost.

The request for reimbursement must be submitted to the District Chief Deputy, who will review the request for reimbursement, stamp and sign indicating that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

VEHICLES AND EQUIPMENT:

Notwithstanding the above, pending the availability of asset forfeiture funding and approval by the USMS in advance of any purchase, the USMS may reimburse the undersigned state or local agency for vehicles and equipment purchased in support of full time state and local investigators assigned to the VOTF involved in joint law enforcement operations. Such vehicle and equipment purchases are to be contracted for and titled in the name of the state or local law enforcement agency and must comply with requirements prescribed by the USMS pursuant to this MOU and applicable policies of the United States Department of Justice. Vehicles and equipment purchased by state and local law enforcement agencies with asset forfeiture monies provided by the USMS must remain available for exclusive use of the task force officers assigned to the VOTF by the undersigned participant agency for the duration of the task force. Upon termination of the agreement, usage and disposition of such vehicles are at the discretion of the undersigned state or local law enforcement agency.

Pending the availability of funds and equipment, the USMS will issue USMS radios, telephones, and other communication devices to each task force officer to be used for official VOTF business. All equipment used by or assigned to task force officers by the USMS or an agency will remain the property of the agency issuing the equipment and will be returned to that agency upon termination of the task force, or upon agency request.

RECORDS AND REPORTS:

Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the VOTF shall be retained by the agency in the VOTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Justice Detainee Information System (JDIS) - Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

INFORMANTS:

Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

USE OF FORCE:

All members of the VOTF shall comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the District Chief Deputy and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

NEWS MEDIA

Media inquiries will be referred to the District Chief Deputy. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force.

RELEASE OF LIABILITY:

Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law.

EFFECTIVE DATE AND TERMINATION:

This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the District Chief Deputy U.S. Marshal.

District: WESTERN DISTRICT OF WASHINGTON

United States Marshal:

DAVID Y. MILLER

Print Name

Signature

Date

Participant Agency:

Name: CITY OF BAINBRIDGE ISLAND, ACTING THROUGH THE BAINBRIDGE ISLAND POLICE DEPARTMENT

Location (City & State): BAINBRIDGE ISLAND, WASHINGTON

Phone: 206-842-5211

Participant Agency Representative:

MATTHEW HAMNER, CHIEF

Print Name & Title

Signature

Date

Assistant Director, Investigative Operations Division:

DERRICK DRISCOLL

Print Name

Signature

Date

CITY OF BAINBRIDGE ISLAND CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Transfer of Pritchard Park to Bainbridge Island Metropolitan Parks District (BIMPRD)	Date: March 3, 2015
Agenda Item: Council Discussion	Bill No.: AB 15-043
Proposed By: Councilmember Tollefson	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

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

Action Item:

To discuss the potential transfer to BIMPRD of property at Pritchard Park that is currently jointly owned by the City and BIMPRD.

History:

The following map shows the three parcels with City ownership at Pritchard Park. The eastern parcel (shown as "C") is solely owned by the City. The two western parcels (shown as "A" and "B") are jointly owned by the City and BIMPRD. The western parcel "A" is also the site of the Japanese American Exclusion Memorial.

RECOMMENDED ACTION:

To receive City Council feedback on the proposed transfer of City property at Pritchard Park to BIMPRD.



**CITY OF
BAINBRIDGE ISLAND
PUBLIC WORKS
ENGINEERING
DEPARTMENT**



352502-1-001-2001
352502-1-035-2001
Pritchard Park
S35 T25 R2E, W.M.

02-26-2015
DATE

1
NUMBER

To: City Council

From: Val Tollefson, UAC Liaison

February 23, 2015 UAC meeting.

Present: Andy Maron, Jeff Kanter, Steve Johnson, Nancy Nolan

Absent: Emily Sato

Also present: Val Tollefson, Robert Dashiell, Steve Leach

1. Mr. Leach is an applicant for a vacant seat on the UAC. Council should act on his application.
2. UAC Support: UAC has been receiving inadequate staff support in terms of preparing and publishing minutes, and in terms of regular agenda preparation. Andy Maron pointed out that it was not efficient or necessary for Minutes to be so detailed as to justify someone listening to a 2 hour recording of the meeting. Since I am now preparing regular reports to the Council, I volunteered to allow the Committee to adopt my notes as its minutes. The offer was accepted, and that is the plan going forward.

On the subject of getting an Agenda published, it seems that the Committee needs to provide a draft Agenda to the City Clerk in time for proper publication, and the Clerk needs to establish a procedure for back-up to ensure that the UAC Agenda is properly published.

3. Sewer Plan. The Committee reviewed a Draft section 10.8 prepared by Barry for inclusion in the Sewer Plan. The Committee suggested several language changes (1) to emphasize the savings that would result from the elimination of the City utility tax, (2) to point out that a possible reduction in sewer rates could follow, and (3) make clear that excess capital reserves are being used for an appropriate capital purpose.
4. Comprehensive Plan. Andy Maron provided the Committee with a copy of the Water Resources Element of the current Comp Plan, which was briefly discussed. He reminded the Committee that the City was embarking on a review and update of the Comp Plan, that this was the opportunity for the Committee to consider and have input on the various elements of the Plan that are implicated in its work, including the Water Resources Element and the Utilities Element. The Committee was encouraged to review these elements.
5. SSWM review. The Committee continued its discussion of the SSWM Program review prepared by Public Works. Barry explained the rate structure and the fact that essentially that the rate structure had to generate sufficient revenue to operate the Utility and serve its capital needs. Andy and others pointed out that the problem facing the Utility was understanding just exactly what the Utility needed to do. It was observed that the UAC in a prior incarnation made recommendations to the Council for revision of the rate structure which were never acted on. It was agreed that those recommendations are now stale, and that this UAC needs to revisit the subject. It was agreed that at its next meeting, the UAC will continue its discussion of the SSWM program, and try to focus on understanding the scope of the Utilities proper work, as a basis for understanding how best to fund it.

6. Public Comment. Robert Dashiell urged the UAC to concentrate first on understanding the LEGAL constraints on what the SSWM Utility can and cannot do, before it makes assumptions that what the Utility currently IS doing is proper.

A handwritten signature in blue ink, appearing to read "Val Dashiell", with a long horizontal flourish extending to the right.

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

2015 PROPOSED COUNCIL CALENDAR ITEMS

Absences	Clerk	Department	Timing (min)	Study Session 7 pm		Absences	Clerk	Department	Timing (min)	Business Meeting 7 pm	
	Kelly		25	3-Mar		Ellen	Roz		25	10-Mar	
				Executive Session (Property Acquisition) - 30 min.				CC	10	Consider HRB Request from Housing Trust Fund	
		EXEC	30	Public Safety Site Selection (Info.)				CC	5	Proclaiming March 18, 2015 Traumatic Brain Injury Awareness Day (Consider Action)	
		EXEC	20	Transfer of Pritchard Park to BIMPd (Info.)				EXEC	5	License Agreement with Madison Diner for Trail Access (Consider Action)	
		EXEC	20	Community Services Funding Framework (Discussion)				EXEC	CA	LTAC PSA - Chamber of Commerce (Consider Action)	
		EXEC	15	Transfer of Kitsap County Tidelands to City (Info.)				PW	CA	Lynwood Center Outfall Improvement Project Contract (Consider Action)	
		PW	10	Public Works Contracts				PW	CA	Groundwater Assessment Professional Services Agreement Contract (Consider Action)	
				Lynwood Center Outfall Improvement Project (Info.)				PW	CA	Interlocal Agreement with Port Gamble Tribe - Police Motorcycles (Consider Action)	
				Groundwater Assessment Professional Services Agreement (Info.)				PD	CA	Memorandum of Understanding w/U.S. Marshals Service - Violent Offender Task Force (Consider Action)	
				Interlocal Agreement with Port Gamble Tribe - Police Motorcycles (Info.)				PCD	CA	Contract Amendment with Ridolfi - Restoration Project Monitoring, Pritchard Park East & Strawberry Plant Park (Consider Action)	
		PCD	10	Contract Amendment with Ridolfi - Restoration Project Monitoring, Pritchard Park East & Strawberry Plant Park (Info.)				PCD	CA	National Estuary Program (NEP) Watershed Protection & Restoration Grant Program (Consider Action)	
		PCD	10	National Estuary Program (NEP) Watershed Protection & Restoration Grant Program (Info.)				EXEC	CA	Transfer of Kitsap County Tidelands to City (Consider Action)	
		PD	5	Memorandum of Understanding w/U.S. Marshals Service - Violent Offender Task Force (Info.)					45		
			145							Election of Deputy Mayor for April-June	
										Work Session	
									45	Traffic Impact Fees Discussion and Ordinance	
									90		

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			Roz		25	24-Mar	
		EXEC	20	Proposed Revisions to Animal Control Ord. (Info.)		Anne?		EXEC	CA	Proposed Revisions to Animal Control Ord. (Consider Action)	
		EXEC	10	Business License Amendment Relation to Marijuana Retail (Info.)				EXEC	CA	Business License Amendment Relation to Marijuana Retail (Consider Action)	
		PW	10	Public Works Contracts				PW	CA	2015 Asphalt Repair Contract (Consider Action)	
				2015 Asphalt Repair Cotnract (Info.)				PW	CA	Interlocal Agreement w/King County-Data Assessment (Consider Action)	
				Interlocal Agreement w/King County-Data Assessment (Info.)							
		PCD	20	John Nelson Park at Strawberry Cannery Cove Stream Restoration Project (Info.)				PCD	CA	John Nelson Park at Strawberry Cannery Cove Stream Restoration Project (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.)					25		
		CC	5	Proclamation for Meals on Wheels Kitsap							
		CC	10	Historic Preservation Commission 2015 Work Plan (Info.)							
		CC	10	Road Ends Advisory Committee 2015 Work Plan (Info.)						Work Session	
			165						45	General Sewer Plan Presentation (Consultants)	
				31-Mar							
				5th week - no meeting							

2015 PROPOSED COUNCIL CALENDAR ITEMS

[illegible]