CITY COUNCIL STUDY SESSION
TUESDAY, APRIL 21, 2015
LOCATION: BAINBRIDGE ISLAND CITY HALL
280 MADISON AVENUE NORTH, BAINBRIDGE ISLAND, WA 98110

1. 6:00 PM EXECUTIVE SESSION
   Potential Litigation (RCW 42.30.110(1)(i)); Review Qualifications of an Applicant for City Employment/Review Performance of an Employee (RCW 42.30.110(1)(g)); 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 PRESENTATIONS

   A. 7:15 PM National Poetry Month Reading

   B. 7:20 PM Harbor Commission 2014 Annual Report and 2015 Work Plan

      Documents: 042115 Harbor Commission Agenda Bill.docx, 042115 2014 Harbor Commission Annual Report.docx, 042115 2015 Harbor Commission Workplan.pdf

6. 7:35 PM STAFF INTENSIVE

   A. 7:35 PM Professional Service Agreements Associated with SMP Monitoring Program - REVISED

      Documents: 042115 SMP Monitoring PSA Revised.pdf

B. 7:45 PM Resolution 2015-04, Approving the Scope and Project Schedule for the Navigate Bainbridge Comprehensive Plan Update

Documents: 042115 1 Resolution No. 2015-04 Agenda Bill.docx, 042115 2 Resolution No. 2015-04 Comp Plan Update Approving Scope And Schedule.doc, 042115 3 Resolution No. 2015-04 Exhibit A Scope Of Work Council Meeting.pdf, 042115 4 Resolution No. 2015-04 Exhibit B Project Schedule.pdf, 042115 5 Resolution No. 2015-04 Tovar Update Scope Memo To Council.pdf, 042115 6 Resolution No. 2015-04 LAND USE ELEMENT- PUBLIC COMMENT.pdf, 042115 7 Resolution No. 2015-04 WATER RESOURCES ELEMENT PUBLIC COMMMENT.pdf, 042115 8 Resolution No. 2015-04 TRANSPORTATION ELEMENT PUBLIC COMMENT.pdf, 042115 9 Resolution No. 2015-04 ISSUES AND IDEAS TO TEMPORARY MOORAGE.pdf, 042115 10 Resolution No. 2015-04 ISSUES AND IDEAS TO PRIORITY BASED BUDGETING.pdf, 042115 11 Resolution No. 2015-04 CITY COORDINATION WITH OTHERS.pdf

C. 8:00 PM City Dock Improvement Design Professional Services Agreement

Documents: 042115 City Dock Imp Design PSA Agenda Bill.docx, 042115 City Hall Dock PSA.pdf

D. 8:10 PM Review Water System Plan Policies

Documents: 042115 Water System Plan Review Policies Agenda Bill.docx, 042115 WSP Policies CC April 2015.Pdf

E. 8:30 PM Ordinance No. 2015-09, Relating to Business Licensing Requirements for Marijuana Production, Processing, and Retailing

Documents: 042115 Ordinance No. 2015-09 Marijuana Business Licenses Regulations Agenda Bill.docx, 042115 Ordinance No. 2015-09 Marijuana Business License Regulations.docx

F. 8:40 PM Unaudited 2014 Year End Financial Report

Documents: 042115 Unaudited 2014 Year End Report Agenda Bill.docx, 042115 2014 Year End Financial.pdf

7. 8:55 PM COMMITTEE REPORTS

A. Harbor Commission and Road Ends Advisory Committee Notes, April 13, 2015

Documents: 042115 Liaison Report April 13, 2015.Pdf

B. Utility Advisory Committee Notes, April 13, 2015

Documents: 042115 UAC Meeting Report April 13, 2015.Pdf

8. 9:00 PM REVIEW OF UPCOMING COUNCIL MEETING AGENDAS

Documents: 042115 Review Upcoming Council Meeting Agendas.pdf

9. 9:05 PM FOR THE GOOD OF THE ORDER

10. 9:10 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: Harbor Commission 2014 Annual Report and 2015 Work Plan	Date: April 21, 2015
Agenda Item: Presentations	Bill No.: 15-085
Proposed By: Mayor Blair, Liaison	Referral(s):

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

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

DESCRIPTION/SUMMARY

Action Item:

Consider accepting the Harbor Commission 2014 Annual Report and 2015 Work Plan.

History:

Attached for City Council's consideration is the 2014 Annual Report and 2015 Work Plan from the Harbor Commission.

RECOMMENDED ACTION

Motion:

I move that the City Council forward the Harbor Commission 2014 Annual Report and 2015 Work Plan to the April 21, 2015 consent agenda.

2014 Harbor Commission Annual Report

Much of the Harbor Commission's activity in 2014 continued to encourage and support the City in efforts to improve the Waterfront Park City Dock. Many of our efforts are continuous from year to year. Other highlights include:

- Completion of an updated Harbor Stewards Report.
- Monitoring the SMP process for provisions affecting marine waters and commenting when appropriate, specifically regarding the proposed regulations on Liveaboards in marinas, and regulations regarding aquaculture in navigable waters.
- Advising City Council and Administration regarding the Open Water Marina during Lease Re-negotiation with DNR.
- Recruiting volunteers to staff the Waterfront Information Kiosk during the summer.
- Providing trained volunteer Dock Hosts over the July 4th weekend.
- Providing a liaison to the Road Ends Committee, and commenting when appropriate during the public hearings regarding the Fletcher Landing designs.
- Harbormaster Tami Allen and the Marine Police Unit continue to assist in the Derelict Vessel Removal and the Buoy Enforcement Programs.

City of Bainbridge Island

Harbor Commission

Annual Work Plan – 2015

Bainbridge Island Harbor Commission

Established By: Ordinance No. 2014-17

Purpose

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

Scope of Work

The Harbor Commission shall:

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

Commission members

Current member	Position #	Term expires
Samantha Everett	1	June 2017
John Brownlow	2	June 2017
Bob Wise (Chair)	3	June 2015
Sandra Davis	4	June 2015
Elise Wright	5	June 2016
Frank Ostrander	6	June 2016
Thomas Hudson	7	June 2016

City liaison **Tami Allen – Harbormaster**	625 Winslow Way, Bainbridge Island, WA 98110 Ph: 206-780-3733

Regular Meetings

5:00 p.m.
Second Monday of every month
Waterfront Park Community Center

Website: http://www.bainbridgewa.gov/232/Harbor-Commission

2015 Work Plan Summary

In 2015 the Harbor Commission will focus activities into four (4) workstreams:

- **Major projects:** Leadership and management of projects/tasks that relate to the sustainability of our marine environments and the provision of facilities and services that meet the access and recreational needs of the community.
- **Marine precincts management:** Input to and maintenance of the legal and technical frameworks that allow the orderly management of the marine environment in the City's area of responsibility.
- **Outreach & Liaison:** Engagement with the community and liaison with other parties that have oversight or interests associated with marine activities and facilities.
- **Education & Enforcement Support:** Educational activities aimed at vessel owners, water-based activity providers and upland homeowners that are designed to protect our marine environments and facilities.

Major projects

Project: Support the project to replace the City Dock		
Commission Lead / Backup	**Requested City Resources**	**Impact estimate**
John Brownlow / Bob Wise	Mark Epstein (Project Manager)	
Description	**Status / HC lead**	**2014 carry-over**
Liaise with the Bainbridge Island Rowers (BIR), BHS Sailing Team, BIMPRD, the kayak concessionaire, and trailer boat representatives regarding the proposed City Dock and launch ramp	Identify liaison points within each organization	Yes
Liaise with City Council and the City Management to ensure the design for the City Dock supports the needs of various users	Provide input (4/13) to Mark Epstein regarding park/dock interface and potential relocation of dock to west side of launch ramp	Yes
Track and support the City's progress with RCO/BIG… grants and permitting of the new dock	Identify grant sources	Yes
Project: Launch facilities		
Commission Lead / Backup	**Requested City Resources**	**Impact estimate**
Description	**Status / HC lead**	**2014 carry-over**
Work with BI Parks District and City Management to identify potential sites for a new/improved trailer boat launch ramp facility at Fort Ward or elsewhere.		Yes

Marine precincts management

Harbor Management Plan update		
Commission Lead / Backup	**Requested City Resources**	**Impact estimate**

Samantha Everett / Frank Ostrander		
Description	**Status / HC lead**	**2014 carry-over**
Prepare an updated 2015 Appendix to the 1999 Harbor Management Plan		Yes
Monitor Shoreline Master Program		
Commission Lead / Backup	**Requested City Resources**	**Impact estimate**
Elise Wright		
Description	**Status / HC lead**	**2014 carry-over**
With the assistance of the City management continue to monitor the City's Shoreline Master Program update process as it applies to harbor related elements, including the City Dock and Waterfront Park.	SMP has been passed. Continue to monitor. Work on limited amendment to increase percentage of live-aboard residents in marinas	Yes
Ordinances		
Commission Lead / Backup	**Requested City Resources**	**Impact estimate**
Samantha Everett		
Description	**Status / HC lead**	**2014 carry-over**
Encourage the City Council to pass the revised Ordinance and Resolution that pertain to all waters of Bainbridge Island that the HC developed with the City Attorney in October 2011.	Analyze whether this Ordinance is still necessary or able to proceed	
Code review & recommendations		
Commission Lead / Backup	**Requested City Resources**	**Impact estimate**
Tami Allen / Elise Wright		
Description	**Status / HC lead**	**2014 carry-over**
Review City Code BIMC 12.40.060 regarding a uniform speed limit in Island Bays & Harbors, paying special attention to Manzanita Bay, and implement a public outreach process prior to recommending any action by City Council.	Check that this ordinance is the No Wake, 5 Knot limit for all harbors Manzanita Bay is the only area that allows water skiing etc. Needs demarcation	Yes
Review navigational and safety issues of private docks in the waters of Bainbridge Island during the pre-application process of the City Planning Department.		Ongoing
Support legislative changes to provide ongoing funding for marine precincts maintenance		
Commission Lead / Backup	**Requested City Resources**	**Impact estimate**
John Brownlow		
Description	**Status / HC lead**	**2014 carry-over**
Continue to work with City and State representatives to introduce legislation that would require State to allocate a percentage of vessel registration fees back to City in which	Email outlining request sent to State reps and spoke with Sherry Appleton at Town Hall. To follow up with each in September timeframe	No

vessel is normally moored		
Harbor Stewards recommendations		
Commission Lead / Backup	**Requested City Resources**	**Impact estimate**
Elise Wright / John Brownlow		
Description	**Status / HC lead**	**2014 carry-over**
Consider the remaining recommendations of the Harbor Stewards in their 2014 Report and take appropriate action.	Completed. Added to 2015 Work Plan (EW/JB)	New

Outreach & Liaison

Road Ends Advisory Committee liaison		
Commission Lead / Backup	**Requested City Resources**	**Impact estimate**
Elise Wright		
Description	**Status / HC lead**	**2014 carry-over**
Continue to work with the Road Ends Committee on ways of enhancing and promoting publicly owned waterfront amenities that benefit the Island's citizens		Ongoing
Explore working to integrate with the Road Ends Advisory Committee		
Commission Lead / Backup	**Requested City Resources**	**Impact estimate**
Elise Wright		
Description	**Status / HC lead**	**2014 carry-over**
At the request of the City, work with the Road Ends Committee to explore efficiencies and overlapping responsibilities with a view to integrate both groups	Joint meeting planned for May 12	New
Sustainable Bainbridge liaison		
Commission Lead / Backup	**Requested City Resources**	**Impact estimate**
Sandra Davis		
Description	**Status / HC lead**	**2014 carry-over**
Coordinate with Sustainable Bainbridge's Prepared Neighborhoods Initiative and others regarding the use of the Island's harbors and waterways in the event of a natural or manmade emergency/disaster	Contact SB/Jonathan Davis	Yes
Emergency Flotilla		
Commission Lead / Backup	**Requested City Resources**	**Impact estimate**
Tom Hudson / Elise Wright		
Description	**Status / HC lead**	**2014 carry-over**
Encourage Bainbridge Island boaters and Yacht Clubs with outstations on the island to sign up for the Emergency Flotilla.	Ask City if they can get an extract from DOL of all boat owners on the island, boat type and length etc for	Yes

	outreach activities	
City Dock Host		
Commission Lead / Backup	**Requested City Resources**	**Impact estimate**
Tami Allen / Elise Wright		
Description	**Status / HC lead**	**2014 carry-over**
Explore options with the City Management to provide a Dock Host during the busy summer season.		Yes
Encourage the participation of Harbor Commissioners, Harbor Stewards and other interested parties to volunteer at the Information Kiosk and to be a Dock Host at Waterfront Park and City Dock during seasonally busy periods in 2014.		Ongoing
Recruit additional Harbor Stewards		
Commission Lead / Backup	**Requested City Resources**	**Impact estimate**
Tom Hudson		
Description	**Status / HC lead**	**2014 carry-over**
Recruit Harbor stewards for Point Monroe, Rich Passage & Madison Bay (Port Madison) Encourage all Harbor Stewards to be actively involved in Harbor Commission meetings and events	Harbor Management Plan update to reflect the use of Stewards outside of the 4 major harbors. A Harbor Commissioner should be appointed to liaise with stewards and screen new volunteers. Rotate HC through on an annual basis. Consider supplying caps / clothing to identify Harbor Stewards	New Ongoing
Community events / Outreach		
Commission Lead / Backup	**Requested City Resources**	**Impact estimate**
Tami Allen / All		
Description	**Status / HC lead**	**2014 carry-over**
Provide support for community events such as National Marina Day (June 20th)	Tami to provide list of potential events for 2015/16	New
Social media & Web-based Outreach		
Commission Lead / Backup	**Requested City Resources**	**Impact estimate**
Tami Allen / All		
Description	**Status / HC lead**	**2014 carry-over**
Provide content to City's Community Engagement Specialist to educate community regarding our maritime history, aquatic facilities available, marine projects, increase visibility of Harbor Commission activities etc	Tami	New

Education & Enforcement Support

Buoy Enforcement Program		
Commission Lead / Backup	**Requested City Resources**	**Impact estimate**
Tami Allen		
Description	**Status / HC lead**	**2014 carry-over**
Continue to educate, advocate and assist the City in the buoy enforcement program	Tami to explain what this means	
Derelict Vessel Prevention and Removal Program		
Commission Lead / Backup	**Requested City Resources**	**Impact estimate**
Tami Allen	Harbormaster	
Description	**Status / HC lead**	**2014 carry-over**
Assist the Marine Police when requested in the Derelict Vessel Prevention and Removal Program.	Tami to advise Harbor Commissioners if opportunities exist to support BIPD etc in enforcement and removal programs	Ongoing

Oversight

Bainbridge Island has a rich maritime history. Our responsibility is to protect the 45 nautical miles of coastline and 4 primary harbors – Eagle, Blakely, Madison Bay (Hidden Cove) and Manzanita Bay. Stakeholders include the citizens that call Bainbridge home, 5 marinas, several yacht club outstations, ~3500 boat owners and countless visitors to our shores.

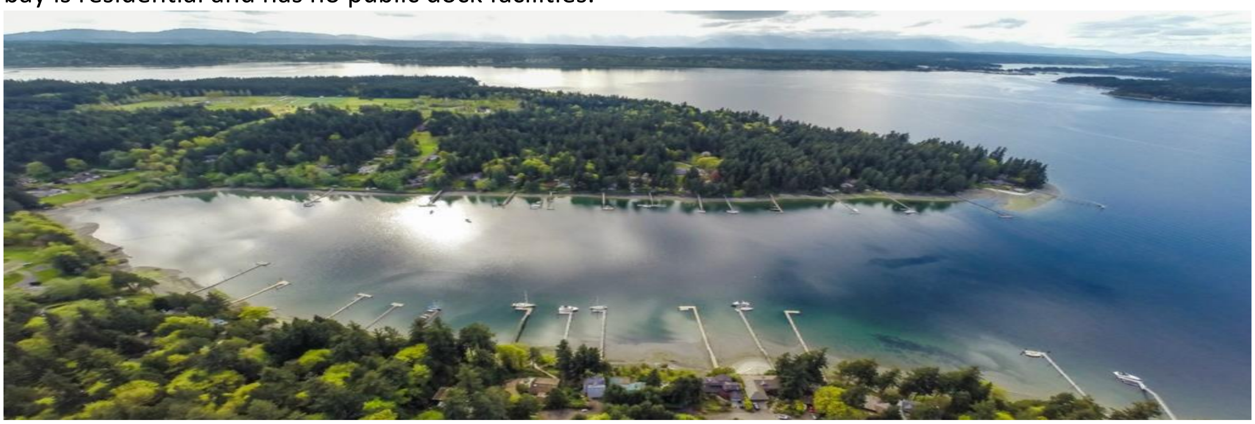
Eagle Harbor - due west of Seattle - is the main harbor and anchorage for Bainbridge Island and provides access to the downtown Winslow area. It is home to several marinas, the City Dock and Linear Moorage, the Washington State Ferries fleet and maintenance base and several yacht club outstations.

Aerial view of entrance to Eagle Harbor – looking west – showing reef/shoal off Wing Point (R) and Wyckoff site (middle). Ferry terminal (middle)

Blakely Harbor: Located approximately 1.5nm south of Eagle Harbor, Blakely Harbor was once the site of major lumber and shipbuilding activities. Now it is a quiet residential neighborhood. Blakely Harbor offers one of the best anchorages and shelter from North or South weather while providing a view of the Seattle skyline.

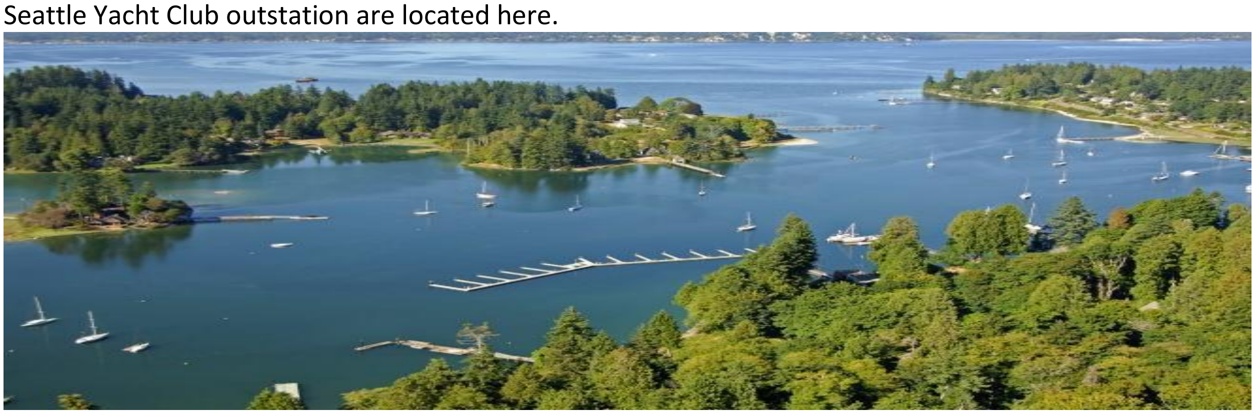
Blakely Harbor looking toward West Seattle

Manzanita Bay is a good overnight sheltered anchorage on the north-west side of Bainbridge Island. The bay is residential and has no public dock facilities.



Manzanita Bay (South) looking approximately North-West toward Keyport / Poulsbo

Madison Bay / Hidden Cove: This residential bay (also known as Hidden Cove) extends for about 1.5 miles into the north end of Bainbridge Island from Port Madison. Port Madison Yacht Club and a large Seattle Yacht Club outstation are located here.



Madison Bay / Hidden Cove looking approximately North toward Port Madison

CITY OF BAINBRIDGE ISLAND
CITY COUNCIL AGENDA BILL

PROCESS INFORMATION	
Subject: Professional Services Agreements Associated with SMP Monitoring Program	Date: April 21, 2015
Agenda Item: Staff Intensive	Bill No.: 15-086
Proposed By: Associate Planner C. Carr/Planning Director K. Cook	

BUDGET INFORMATION		
Depart/Fund:		
Expenditure Req: No	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 approving two professional services agreements associated with the City's SMP Monitoring Program.

Background:

On October 31, 2014, in collaboration with the University of Washington, staff submitted a Puget Sound Marine and Nearshore Grant Program application entitled, "Monitoring Ecological Function with Remote Sensing at Bainbridge Island." On December 2, 2014, the City was notified that the grant application had been selected for funding. On January 6, 2015, the City Council authorized acceptance of the grant.

The grant products will provide baseline conditions of selected ecological parameters in support of the SMP monitoring program. It will also provide updated LiDAR data for the entire island that can be used by other City departments and projects. The majority of the grant will be completed by two consultants as described below:

(1) **Quantum Spatial, Inc.** will acquire and process high-resolution LiDAR and 4-band orthophotography for Bainbridge Island to support development of a land use/land cover map by others. The technical specifications for data and imagery is included in the scope of work. The Quantum Spatial, Inc. professional services agreement is included as Attachment 1.

(2) **University of Washington** will play a key role in the grant work. The work includes development of a land use/land cover map; establishing metrics of ecological function; coordination of field data collection; a training workshop on use of grant products; limited grant administration and sharing lessons learned. Specific grant tasks assigned to the University of Washington are included in the scope of work. The University of Washington professional services agreement is included as Attachment 2.

RECOMMENDED ACTION

Motion 1: I move that the City Council forward approval of the professional services agreement with Quantum Spatial, Inc. to the April 28, 2015 consent agenda.

Motion 2: I move that the City Council forward approval of the professional services agreement with the University of Washington to the April 28, 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 Quantum Spatial, Inc. (the "Consultant").

WHEREAS, the City desires to acquire high-resolution LiDAR and 4-band orthohotography to support the Shoreline Master Program implementation and other City services; and

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

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

1. SERVICES BY CONSULTANT

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

2. PAYMENT

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

[ ] Hourly, plus actual expenses, in accordance with Attachment A, but not more than a total of $____;
[x] Fixed Sum: a total amount of Fifty-Three Thousand Two Hundred Forty-Two Dollars ($53,242);
[ ] Other: _______, for all services performed and incurred under this Agreement, to be billed monthly in equal amounts.

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

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

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

3. INSPECTION AND AUDIT

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

4. INDEPENDENT CONTRACTOR

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

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

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

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

5. DISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

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

6. TERM AND TERMINATION OF AGREEMENT

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

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

7. OWNERSHIP OF WORK PRODUCT

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

8. GENERAL ADMINISTRATION AND MANAGEMENT

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

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

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

10. INSURANCE

Consultant shall maintain insurance as follows:

[X] Commercial General Liability as described in Attachment B.
[X] 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:	Quantum Spatial, Inc. 517 SW 2nd Street, Suite 400 Corvalis, Oregon 97333

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.

QUANTUM SPATIAL, INC.	CITY OF BAINBRIDGE ISLAND
By___________________________	By___________________________ Douglas Schulze, City Manager
Name_________________________	
Title__________________________	
Tax I.D. #______________________	
City Bus. Lic. #__________________	

ATTACHMENT A

<u>SCOPE OF SERVICES</u>

March 25, 2015
(updated cost quote)

Christy Carr
Associate Planner
City of Bainbridge Island
Department of Planning and Community Development
280 Madison Avenue
Bainbridge Island, Washington 98110
206.780.3719
ccarr@bainbridgewa.gov

RE: LiDAR & Multi-Spectral Orthophotography Cost Proposal – Bainbridge Island, WA

Quantum Spatial Inc. (QSI) is pleased to present to the City of Bainbridge Island a cost proposal for acquiring and processing high-resolution LiDAR and 4-band orthophotography for Bainbridge Island, Washington. The following is a brief synopsis of our services, specifications, and associated costs for this AOI. *This updated quote reflects the amended costs to acquire LiDAR and orthophotos at low tide.*

3D LiDAR point cloud colored by 2011 NAIP imagery, Bellingham Marina and Zuanich Park, WA.

Services

All data and imagery will be flown during a daytime low tide (within 3 hours around peak low) based on Bainbridge Island tidal gauge(s). Tidal windows and target tidal heights can be further determined and refined in collaboration with the City of Bainbridge.

Airborne LiDAR

QSI will collect LiDAR data using a Leica LiDAR system (ALS 60 or 70) to produce a highly accurate, high resolution (8 pulses/m^2) LiDAR dataset with no gaps and ample buffers (at least 100m) around project boundaries. Data will be collected at a ≤ 30º field of view (+/-15º from nadir), with at least 50% overlap among swaths to minimize gaps and laser shadowing. The LiDAR system records up to four range measurements (returns) per pulse (first, second, third, and last). All overlapping flight lines will be flown in opposing directions to maximize detection of swath to swath inconsistencies and used to resolve system misalignments. Our GPS receivers and LiDAR systems are GNSS-capable ensuring low PDOP values and adequate satellite constellations throughout the mission. GPS quality is predicted before the flight and checked during post processing to ensure that positional accuracy exceeds specifications.

Using a combination of automated and manual techniques that are tailored to the particular land cover and terrain of the study area, LiDAR processing will include kinematic corrections, calculation of laser point position, relative accuracy testing and calibrations, classification of ground and non-ground points, assessments of statistical absolute accuracy, and creation of ground surface models.

Absolute accuracy assessments will compare known RTK ground survey points to derived LiDAR points. Accuracies are described as the mean and standard deviation (sigma~σ) of divergence from RTK ground survey point coordinates. All accuracy statistics ($RMSE_z$, $Accuracy_z$ - 1.96σ, skewness/distribution, and percentile deviations) will be reported in the final report. Statements of statistical accuracy will apply to fixed terrestrial surfaces only.

LiDAR Specifications Summary	
Multi-Swath Pulse Density	≥ 8 pulses/m^2
Scan Angle	≤30° (+/-15° from Nadir)
Returns Collected Per Laser Pulse	Up to 4
Intensity Range	1-255
Swath Overlap	50% side-lap (100% overlap)
GPS PDOP During Acquisition	≤3.0
GPS Satellite Constellation	≥6
Maximum GPS Baseline	13 nautical miles
$Accuracy_z$ (1.96 σ), *slope <20°*	≤ 20 cm
Vertical Accuracy (σ), *slope <20°*	≤ 10 cm
Horizontal Accuracy (σ)	≤ 30 cm

4-Band Orthophotography

Multispectral imagery will be collected with 60% along-track overlap, and 40% sidelap to minimize tree/building lean. Flight parameters will be adjusted to collect imagery with a native pixel size (ground sample distance) of 6 inches (< 15 cm). The resulting spatial accuracies (RMSE) are routinely < 3 pixels. Orthophotos will be collected during peak sun angles for the day, under clear conditions with minimal cloud cover. The resulting data product is 8-bit true color imagery rectified to fit the LiDAR-derived DEM of the study area, and provided as tiled, color-balanced ortho-mosaics

Aerial Photography Specifications Summary	
Spectral Bands	Red, Green, Blue, NIR
Pixel Resolution	≤ 6" GSD
Horizontal Overlap	40%
Vertical Overlap	60%
Rectification	< 3 pixels RMSE
Delivery Format	8-bit, Tiled Geo-Tiff

Survey Control

Simultaneous to the LiDAR data collection missions, QSI will conduct a static (1 Hz recording frequency) survey of the horizontal and vertical positions of a network of survey control dual-frequency DGPS base stations established at monuments with known coordinates. Maximum baseline lengths between control points and the aircraft GPS do not exceed 24 kilometers (13 nautical miles). After the static GPS data have been collected, the files will be processed using the Online Positioning User Service (OPUS). Multiple sessions will be processed over the same monument to confirm antenna height measurements and reported OPUS position accuracy. Our WA PLS will certify the locations of all monuments.

Quality control real-time kinematic (RTK) ground check survey data will be collected within the project area, with an established Root Mean Square Error (RMSE) of less than 2 cm. Absolute laser spot accuracies will be statistically analyzed based upon an adequate sample (typically 100-500 per 50,000 acres depending on access and GPS conditions within study area) of well-distributed ground check points on open, bare earth surfaces with level slope.

Deliverables

❖ ***LiDAR***

Point Cloud:

- All returns, *Las 1.2 format*
  Point files will include the following fields: X,Y,Z, Return Intensity, Return Number, Point Classification (ground, default), Scan Angle, GPS Time

Surface Models

- Bare Earth DEM, 1m resolution, ESRI Grid format
- Highest hit DEM, 1m resolution, *ESRI Grid format*
- Intensity Images, 0.5m resolution, GeoTiff format

Vectors

- Survey Boundary, *shapefile format*
- Tile delineation, *shapefile format*

❖ ***Orthophotos***

Rasters

- Orthophoto tiles, 6" GSD/resolution or better, *GeoTIFF format*

Vectors

- Tile delineation, *shapefile format*

❖ ***Reporting***

- Methods, Results, Accuracy Assessments
- Ground Check Points, *shapefile format*
- FGDC-compliant Metadata

Coordinate System*	
Projection	UTM Zone 10
Horizontal Datum	NAD83 (2011)
Vertical Datum	NAVD88 (Geoid 12A)
Units	Meters
Delineations	750 m x 750 m tiles
* *Unless otherwise requested, must be finalized prior to acquisition.*	

Area of Interest – Bainbridge Island, Washington

The area of interest (AOI) for this cost proposal includes 20,168 acres encompassing the entire Bainbridge Island in Puget Sound, Washington (Figure 1). The AOI will be buffered by 100 meters to ensure complete coverage and adequate point densities around study area boundaries.

Figure 1. Area of interest for LiDAR acquisition of Bainbridge Island, WA.

Timeline & Delivery

A schedule for the LIDAR acquisitions is yet to be determined, but anticipated during a low tide in spring/summer 2015. QSI will work with the City of Bainbridge Island to coordinate data collection as best meets the needs of the project. LiDAR data are typically delivered within 60 days of the acquisition, with orthophotos delivered 30 days after delivery of LiDAR products (orthophotos rely on the LiDAR DEM to ortho-rectify the imagery).

Cost Proposal

Costs are provided below for the study area portrayed in Figure 1, assuming above specifications and deliverables.

Bainbridge Island (20,168 acres)	Total Cost	Per Unit Cost ($/acre)
LiDAR Acquisition & Deliverables (8 pulses/m^2)	$33,696	$1.67
4-band Orthophotography (6" GSD)	$19,546	$0.97
Total	**$53,242**	**$2.64**

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.

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 University of Washington (the “Consultant”).

WHEREAS, the City desires to acquire a raster map containing land use/land cover classes and supporting field data and share the data with staff and interested parties; and

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

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

1. SERVICES BY CONSULTANT

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

2. PAYMENT

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

[ ] Hourly, plus actual expenses, in accordance with Attachment A, but not more than a total of $____;
[x] Fixed Sum: a total amount of Eighty-One Thousand Three Hundred Eighty-Two Dollars ($81,382);
[ ] Other: _______, for all services performed and incurred under this Agreement, to be billed monthly in equal amounts.

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

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

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

3. INSPECTION AND AUDIT

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

4. INDEPENDENT CONTRACTOR

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

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

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

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

5. DISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

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

6. TERM AND TERMINATION OF AGREEMENT

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

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

7. OWNERSHIP OF WORK PRODUCT

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

8. GENERAL ADMINISTRATION AND MANAGEMENT

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

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

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

10. INSURANCE

Consultant shall maintain insurance as follows:

[X] 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:	University of Washington Remote Sensing and Geospatial Analysis Lab School of Environmental and Forest Sciences Bloedel Hall 357/389, Box 352100 Seattle, Washington 98195-2100

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.

UNIVERSITY OF WASHINGTON	CITY OF BAINBRIDGE ISLAND
By_________________________________	By_________________________________ Douglas Schulze, City Manager
Name_______________________________	
Title________________________________	
Tax I.D. #___________________________	
City Bus. Lic. #______________________	

ATTACHMENT A

SCOPE OF SERVICES

Consultant shall complete the following tasks as outlined in the grant agreement for "Monitoring Ecological Function with Remote Sensing" (WDFW Grant Number 15-03129) which is incorporated by reference and part of this Agreement:

Task 1.3, 1.4, 1.5, 2.1, 2.2, 4.1, 5.1, 5.2, 6.1 and 6.2

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.

Washington Department of FISH and WILDLIFE

GRANT AGREEMENT - EPA FUNDS

TITLE: Monitoring Ecological Function with Remote Sensing

WDFW NUMBER: 15-03129

GRANTEE: City of Bainbridge Island

CONTRACT PERIOD: 03/09/2015 to 01/31/2016

TYPE: Payable / Grant / Sub-Recipient Federal - EPA

CONTRACT VALUE: $137,742.00

A. *PARTIES TO THIS CONTRACT*
This contract is entered into between the Washington State Department of Fish and Wildlife (WDFW), 600 Capitol Way North, Olympia, WA 98501-1091; and City of Bainbridge Island (Grantee), 280 Madison Ave N, Bainbridge Island, WA 98110-1812; and shall be binding upon the agents and all persons acting by or through the parties.

B. *PURPOSE OF CONTRACT*
The purpose of this contract is to provide a grant award to the Grantee for the project specified herein.

C. *DESCRIPTION OF PROJECT*
The Grantee shall perform the project as described in Attachments, which are incorporated herein by this reference:
Attachment "A" General Terms and Conditions
Attachment "B" Contract/Project Summary
Attachment "C" Special Terms and Conditions
Attachment "D" Statement of Work

The Grantee is a subrecipient of federal funds as identified under "Federal Funding Information" in Attachment "B."

D. *PERIOD OF PERFORMANCE*
The performance period under this contract shall commence on 03/09/2015 and terminate on 01/31/2016. No expenditures made before or after this period are eligible for reimbursement unless incorporated by written amendment into this contract. The contract may be terminated or the performance period extended pursuant to terms set forth in Attachment "A."

E. *COMPENSATION / PAYMENT*
The total dollars provided by WDFW for this contract shall not exceed $137,742.00 minus any matching requirements identified in this contract. The Grantee shall be responsible for all project costs exceeding this amount. Only eligible reimbursement activities that are in direct support of the project deliverables identified in this contract will be reimbursed. Any additional services provided by the Grantee must have prior written approval of WDFW.

Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted to the Project Manager by the Grantee not more often than monthly. The invoices shall describe the document to WDFW's satisfaction, a description of work performed, activities accomplished, or the progress of the project. The rates shall be in accordance with those herein agreed to.

Payment shall be considered timely if made by WDFW within 30 days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee. WDFW may, in its sole discretion, terminate the contract or withhold payments claimed by the Grantee for the services rendered if the Grantee fails to satisfactorily comply with any term or conditions of this contract.

F. *RIGHTS AND OBLIGATIONS*
All rights and obligations of the parties of this contract are subject to this contract, including the Attachments, which are incorporated herein by this reference. By signing this contract the Grantee acknowledges that they have read, fully understand, and agree to be bound by all terms and conditions set forth in this contract.

G. *COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND WDFW POLICIES*
The Grantee shall comply with, all applicable state, federal, and local laws and regulations, including published WDFW policies, while performing under this contract

H. *ORDER OF PRECEDENCE*
In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

Applicable Federal and State of Washington statutes and regulations.
Attachment "A" - General Terms and Conditions.
Attachment "C" - Special Terms and Conditions
Attachment "D" – Statement of Work, and
Any other provision, term or material incorporated herein by reference or otherwise incorporated.

I. *CONTRACT REPRESENTATIVES*
The below named representatives for each of the parties shall be the contact people for all communications and billings regarding the performance of this contract. All written communications regarding this contract shall be sent to the designated representatives at the addresses below unless notified in writing of any change.

Grantee's Representative
Christy Carr
280 Madison Avenue N.
Bainbridge Island, Washington, 98110
(206) 780-3719
ccarr@bainbridgewa.gov

WDFW's Representative
Patricia Jatczak
Washington Department of Fish and Wildlife, 600 Capitol Way North
Olympia, WA, 98501-1091
3609022597
Patricia.Jatczak@dfw.wa.gov

J. *ENTIRE CONTRACT*
This contract, along with all attachments and exhibits, constitutes the entire agreement of the parties. No other understandings, verbal or otherwise, regarding this contract shall exist or bind any of the parties.

K. *APPROVAL*
This contract shall be subject to the written approval of WDFW'S authorized representative and shall not be binding until so approved. This contract may be altered, amended, or waived only by a written amendment executed by both parties.

IN WITNESS WHERE, WDFW and the Grantee have signed this contract.

CITY OF BAINBRIDGE ISLAND	WASHINGTON DEPARTMENT OF FISH AND WILDLIFE
Signature and Date	Signature and Date
Printed Name and Title	Printed Name and Title

Attachment A -

GENERAL TERMS AND CONDITIONS
Grant Agreement - EPA Funds

DEFINITIONS
As used throughout this contract, the following terms shall have the meaning set forth below:

A. "AGENCY" or "WDFW" shall mean the **Department of Fish and Wildlife** of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.

B. "AGENT" shall mean the AGENCY Director, and/or the delegate authorized in writing to act on the Director's behalf.

C. "CFR" shall mean the Code of Federal Regulations. All references in the contract to CFR chapters or sections shall include any successor, amended or replacement regulations.

D. "EPA" shall mean the Environmental Protection Agency.

E. "GRANTEE" shall mean any organization or individual that is performing service(s) under this contract, and shall include all employees of the GRANTEE.

F. "RCW" shall mean the Revised Code of Washington. All references in the contract to RCW chapters or sections shall include any successor, amended or replacement statutes.

G. "Subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this contract under a separate contract with the GRANTEE. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.

H. "USC" shall mean United States Code. All references in the contract to USC chapters or sections shall include any successor, amended or replacement statutes.

ACCESS TO DATA
In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE'S reports, including computer models and methodology for those models.

ADVANCE PAYMENTS PROHIBITED
No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

AMENDMENTS
This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35
Both parties shall comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT
The work to be provided under this contract, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

ATTORNEYS' FEES
In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

BUY AMERICAN ACT
The GRANTEE shall comply with 41 USC 10a-10c (the "Buy American Act") by purchasing only American-made equipment and products with contract funds except articles, materials, and supplies — a) for use outside the United States; b) for which the cost would be unreasonable, as determined in accordance with federal regulations; c) for which the AGENCY determines that domestic preference would be inconsistent with the public interest; or d) that are not mined, produced, or manufactured in the United States in sufficient and reasonable available commercial quantities, of a satisfactory quality.

CENTRAL CONTRACTOR REGISTRATION AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS)
Unless exempt under 2 CFR 25.110, the GRANTEE shall comply with 2 CFR 25 and be registered in the federal Central Contractor Registration (CCR) system; maintain an active CCR registration with current information at all times during the period of performance for this contract; and provide its DUNS number to the AGENCY.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION
The GRANTEE shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

CONFLICT OF INTEREST
Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the GRANTEE terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this contract. In the event this contract is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the contract by the GRANTEE. The rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

COST PRINCIPLES AND AUDIT REQUIREMENTS
The GRANTEE agrees to comply with the costs principles contained in 2 CFR Part 200 as appropriate for this contract. The GRANTEE agrees to comply with the organizational audit requirements of 2 CFR Subpart F, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from 2 CFR Subpart F audits (and any other audits of Contract funds) are not satisfactorily and promptly addressed.

COPYRIGHT PROVISIONS
Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials.
Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, the GRANTEE hereby grants to the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY.

The GRANTEE shall exert all reasonable effort to advise the AGENCY, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any data delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the data by the GRANTEE.

In accordance with 40 CFR 31.34 for State, local and Indian Tribal governments or 40 CFR 30.36 for other recipients, the EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this contract for Federal purposes.

COVENANT AGAINST CONTINGENT FEES

The GRANTEE warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the GRANTEE for securing business. The AGENCY shall have the right, in the event of breach of this clause by the GRANTEE, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DAVIS-BACON AND RELATED ACTS

If any work performed by the GRANTEE or Subcontractor employees is subject to the Davis Bacon Act and Davis-Bacon prevailing wage provisions contained in applicable federal laws, the GRANTEE shall ensure that they and their Subcontractor(s) a) pay at least once per week wages to GRANTEE and/or Subcontractor laborers and mechanics at a rate not less than the minimum wages specified in wage determinations made by the U.S. Department of Labor; and b) provide to the AGENCY each week U.S. Department of Labor Form WH-347 "Payroll (For Contractors Optional Use)" stating the wages paid to GRANTEE and /or Subcontractor laborers and mechanics engaged in work funded by this contract.

DISADVANTAGED BUSINESS ENTERPRISE

The GRANTEE agrees to comply with the requirements of the Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

DISALLOWED COSTS

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

DISPUTES

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

1. The request for a dispute hearing must:
   - Be in writing;
   - State the disputed issue(s);
   - State the relative positions of the parties;
   - State the GRANTEE'S name, address, and contract number; and
   - Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the AGENT and the requester within 5 calendar days.
3. The AGENT shall review the written statements and reply in writing to both parties within 10 calendar days. The AGENT may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

DRUG-FREE WORKPLACE

The GRANTEE shall comply with the Drug-Free Workplace Act of 1988, 41 USC 701-707, as amended. Compliance with the Drug-Free Workplace Act includes publishing a drug-free workplace statement and establishing a drug-free awareness program for GRANTEE employees; and taking actions concerning GRANTEE employees who are convicted of violating drug statutes in the workplace. The GRANTEE shall provide written notice of a conviction of a GRANTEE employee of a drug violation in the workplace to the AGENCY within seven (7) calendar days after the GRANTEE learns of the conviction.

DUPLICATE PAYMENT
The AGENCY shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

ENTIRE AGREEMENT
This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

EQUIPMENT MANAGEMENT
The GRANTEE will comply with 2 CFR Section 200.439 for the use, management and disposal of any equipment funded through this contract. Title to any equipment funded through this contract will vest in the GRANTEE subject to the conditions contained in 2 CFR Section 200.439.

FEDERAL DEBARMENT AND SUSPENSION
The GRANTEE certifies, that neither it nor its "principals" (as defined in 49 CFR 29.105) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the GRANTEE agrees not to enter into any arrangements or other contracts with any party that is on the "List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at https://www.sam.gov.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
This contract is subject to the requirements of the Federal Funding Accountability and Transparency Act (FFATA) as stated in 2 CFR 170. The GRANTEE agrees to comply with applicable requirements to assist the AGENCY in reporting first-tier subawards of $25,000 or more and, in certain circumstances, in reporting the names and total compensation of the five most highly compensated executives of first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS).

FINAL INVOICE
The GRANTEE shall submit the final invoice not later than 60 calendar days from the end of the contract period.

GOVERNANCE
This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this contract shall be construed to conform to those laws. In the event of an inconsistency in the terms of this contract, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

a. Applicable state and federal statutes and rules;
b. Statement of work; and
c. Any other provisions of the contract, including materials incorporated by reference.

GOVERNING LAW
This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

HOTEL-MOTEL FIRE SAFETY ACT
The GRANTEE agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part by this contract complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

INDEMNIFICATION
To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

The GRANTEE'S obligations to indemnify, defend, and hold harmless includes any claim by the GRANTEES' agents, employees, representatives, or any Subcontractor or its employees.

The GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the GRANTEE'S or any Subcontractor's performance or failure to perform the contract. The GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

INDEPENDENT CAPACITY OF THE GRANTEE
The parties intend that an independent contractor relationship will be created by this contract. The GRANTEE and his or her employees or agents performing under this contract are not employees or agents of the AGENCY. The GRANTEE will not hold himself/herself out as or claim to be an officer or employee of the AGENCY or of the State of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the GRANTEE.

INDUSTRIAL INSURANCE COVERAGE
The GRANTEE shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, the AGENCY may collect from the GRANTEE the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by the AGENCY under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

INSURANCE
The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the GRANTEE or Subcontractor, or agents of either, while performing under the terms of this contract.
The GRANTEE shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

1. <u>Commercial General Liability Insurance Policy</u>. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than $1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. <u>Automobile Liability</u>. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the GRANTEE, automobile liability insurance shall be required. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
3. <u>Marine Insurance</u>. If the GRANTEE will be using a vessel or boat in the performance of this contract, the GRANTEE shall maintain a Commercial Marine Protection and Indemnity (P&I) Policy with P&I limit of not less than $1,000,000 per occurrence and with a deductible not to exceed $25,000 (to include diving operations if diving is a part of the contracted service for any liability which includes coverage for injury to the crew and passengers).
4. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. GRANTEE shall instruct the insurers to give AGENCY thirty (30) calendar days advance notice of any insurance cancellation.

If the GRANTEE is self-insured, evidence of its status as a self-insured entity shall be provided to the AGENCY. If requested by the AGENCY, the GRANTEE must describe its financial condition and the self-insured funding mechanism.

The GRANTEE shall submit to AGENCY within fifteen (15) calendar days of the contract effective date, a certificate of insurance or evidence of its status as a self-insured entity that outlines the coverage and limits defined in this section. The GRANTEE shall submit renewal certificates as appropriate during the term of the contract; the failure of the AGENCY to enforce this term in no way reduces the GRANTEE's responsibilities under this section.

LICENSING, ACCREDITATION AND REGISTRATION
The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

LIMITATION OF AUTHORITY
Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the AGENT.

MANAGEMENT FEES
Management fees or similar charges in excess of the direct costs and approved indirect rates are not reimbursable under this contract. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this contract.

MATCHING FUNDS
The GRANTEE shall be responsible for providing matching funds as indicated in the contract (if any). If the GRANTEE is responsible for matching funds they shall state the amount of match used during the billing period and the cumulative amount of match used to date on every invoice submitted for payment to the AGENCY. The GRANTEE shall comply with the uniform administrative rules on matching or cost sharing for Federal grants and cooperative agreements and subawards as contained in 2 CFR Section 200.

MINORITY, WOMEN AND VETERAN-OWNED BUSINESSES
The AGENCY encourages participation by minority and women-owned business enterprises certified by the Office of Minority and Women's Business Enterprises (OMWBE); and veteran-owned businesses certified by the Department of Veteran's Affairs (DVA). If any part of this contract is subcontracted to an OMWBE or DVA-certified firm the GRANTEE shall submit a statement of participation indicating what OMWBE or DVA certified firm was used and the dollar amount of their subcontracts.

Pursuant to 40 CFR, Section 33.301, the GRANTEE agrees to make good faith efforts whenever procuring construction, equipment, services and supplies funded through this contract, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained by the GRANTEE.

NONDISCRIMINATION
During the performance of this contract, both parties shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the GRANTEE'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further contracts with the AGENCY. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

PREVAILING WAGE
If any work performed by the GRANTEE or its Subcontractors is subject to Chapter 39.12 of the Revised Code of Washington, the GRANTEE shall ensure that the GRANTEE and its Subcontractors pay the prevailing rate of wages to all GRANTEE and/or Subcontractor workers, laborers or mechanics in the performance of any part of the work described in the contract in accordance with state law and Department of Labor and Industries rules and regulations.

PRIVACY
Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. The GRANTEE shall ensure its directors, officers, employees, Subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. The GRANTEE and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the AGENCY or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The GRANTEE agrees to indemnify and hold harmless the AGENCY for any damages related to the GRANTEE'S unauthorized use of personal information.

RECOGNITION OF EPA FUNDING
The GRANTEE will ensure that reports, documents, signage, videos, or other media, developed as part of projects funded by this contract contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-00J29801 through the Washington Department of Fish and Wildlife. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency or the Washington Department of Fish and Wildlife, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

RECORDS MAINTENANCE
The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this contract will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this contract to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RECYCLED PRODUCTS
The GRANTEE agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this contract. If a governmental entity, the GRANTEE shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (42 USC 6962), including but not limited ot the regulartory provisions of 40 CFR Part 247, and Executive Order 12872 as they apply to procurement.

RESTRICTIONS ON LOBBYING
The GRANTEE certifies that under the requirements of Lobbying Disclosure Act, 2 USC, Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the GRANTEE, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

RIGHT OF INSPECTION
The GRANTEE shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

SAVINGS
In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination " clause, without the thirty-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

SEVERABILITY
The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SITE SECURITY
While on AGENCY premises, the GRANTEE, its agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

STATEWIDE VENDOR PAYMENT REGISTRATION
The GRANTEE is required to be registered in the Statewide Vendor Payment System prior to submitting a request for payment under this contract. The Washington State Department of Enterprise Services (DES) maintains the Statewide

Vendor Payment System; to obtain registration materials contact the Statewide Payee Desk at (360) 407-8180; or go to: http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx.

SUBCONTRACTING

Neither the GRANTEE nor any Subcontractor(s) shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the GRANTEE to the AGENCY for any breach in the performance of the GRANTEE'S duties. This clause does not include contracts of employment between the GRANTEE and personnel assigned to work under this contract.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this contract are carried forward to any subcontracts. The GRANTEE and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the AGENCY or as provided by law.

TERMINATION

Except as otherwise provided in this contract, the AGENCY may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the AGENCY shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION FOR CAUSE

In the event the AGENCY determines the GRANTEE has failed to comply with the conditions of this contract in a timely manner, the AGENCY has the right to suspend or terminate this contract. Before suspending or terminating the contract, the AGENCY shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by the AGENCY to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

TERMINATION PROCEDURES

Upon termination of this contract, the AGENCY, in addition to any other rights provided in this contract, may require the GRANTEE to deliver to the AGENCY any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AGENCY shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the GRANTEE and the AGENCY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The AGENCY may withhold from any amounts due the GRANTEE such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability.

The rights and remedies of the AGENCY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the GRANTEE shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the GRANTEE under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the GRANTEE and in which the AGENCY has or may acquire an interest.

TRAFFICKING VICTIMS PROTECTION ACT
As described in 2 CFR Part 175 the AGENCY may terminate this contract, without penalty, if the GRANTEE is found to be in violation of the Trafficking Victims Protection Act of 2000.

UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS
The GRANTEE shall comply with the uniform administrative rules for Federal grants and cooperative agreements and subawards contained in 2 CFR Part 200 and as appropriate for this contract:

Federal Grantor Agency	2 CFR Chapter
Department of Agriculture	IV
Department of Commerce	XIII
Department of Defense	XI
Department of the Interior	XIV
Environmental Protection Agency	XV

WAIVER
A failure by either party to exercise its rights under this contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this contract unless stated to be such in a writing signed by an authorized representative of the party and attached to the original contract.

WHISTLEBLOWER PROTECTION
If this contract exceeds the federal simplified acquisition threshold of $100,000 the contract and all employees working on the contract are subject to the whistleblower protections established at 41 USC 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013. If subject to this statute the GRANTEE shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712. This section is applicable to all subcontractors and subawardees related to this contract that exceed the federal simplified acquisition threshold of $100,000, and the GRANTEE shall include this section in all such subcontracts and/or subawards.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 3/20/2015

Attachment B -

CONTRACT/PROJECT SUMMARY

TITLE: Monitoring Ecological Function with Remote Sensing	**WDFW CONTRACT NUMBER:** 15-03129
PERIOD: 03/09/2015 to 01/31/2016 **GRANTEE:** City of Bainbridge Island **GRANTEE CONTACT:** Christy Carr (206) 780-3719 **CONTRACT TYPE:** Payable / Grant / Sub-Recipient Federal - EPA	**WDFW MANAGER:** Patricia Jatczak 3609022597

SUMMARY CONTRACT DESCRIPTION:

This grant agreement is to develop and apply land use/ and cover data products and methodologies to monitor and evaluate changes to marine riparian vegetation, shoreline armoring, beach features, and impervious surface area within shoreline regulatory jurisdiction areas of Bainbridge Island and to distribute and interpret the results of this project to key partners.

Master Index Number(s): 33503

CFDA Number	Award Year	Award Number	Research & Development?
66.123 Puget Sound Action Agenda: Technical Investigations and Implementation Assistance/Environmental Protection Agency	2012	PC-00J29801	No

Attachment C -

SPECIAL TERMS AND CONDITIONS

1. Summary

This grant agreement is to develop and apply land use/ and cover data products and methodologies to monitor and evaluate changes to marine riparian vegetation, shoreline armoring, beach features, and impervious surface area within shoreline regulatory jurisdiction areas of Bainbridge Island and to distribute and interpret the results of this project to key partners.

WDFW is providing $135,124 in federal funds; the Grantee is providing a match of $2,618.

2. Description of all Project Requirements

The Grantee will perform the project as described in Attachment "D" (Statement of Work).

3. Reporting Requirements

a. Semiannual Reports. The Grantee shall submit a performance report to the WDFW Project Manager once every six months using the reporting tool supplied by WDFW, unless otherwise specified in this Contract. This report shall include brief information on each of the following areas:

- A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
- The reasons for slippages if established outputs/outcomes were not met; and
- Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

The reporting periods for these reports are from October 1 to March 31 and from April 1 to September 30 for each year of the contract. Performance reports are due to the WDFW Project Manager not later than fifteen (15) calendar days after the end of each reporting period.

b. Final Report. The Grantee will submit a final performance report to the WDFW Project Manager not later than sixty (60) calendar days after contract termination. The final report will generally contain the same information as contained in semiannaul reports, but will cover the entire project period.

4. Budget

WDFW will reimburse the Grantee for allowable costs as described in the budget contained in Attachment "D". Final payment is contigent on the approval and acceptance of all deliverables identified in Attachment "D" by the WDFW Project Manager.

5. Peer Review

The results of the project funded through this contract may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Grantee's Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the WDFW Project Monitor prior to releasing any final reports or products resulting from the funded study.

6. Electronic and Information Technology Accessibility

The Grantee is subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"). In compliance with Section 504, EIT systems or products funded by this contract must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient's websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly to grant recipients, the EPA encourages recipients of EPA grant funds to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities. Recipients may wish to consult the latest Section 508 guidelines issued by the US Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0 (see http://www.access-board.gov/sec508/guide/index.htm).

7. Riparian Buffers

Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of January 30, 2013 and April 9, 2013; or the October 28, 2013 guidance previously agreed to by Lead Organizations). These documents are available from WDFW on request. For projects involving riparian buffer restoration in agricultural areas, the Grantee shall confirm with WDFW in writing projects' consistency with the recommendations referenced above. When evaluating project proposals, WDFW will consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery. Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the Grantee must submit to WDFW the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues. The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request.

8. STORET

All water quality data generated in accordance with an EPA approved Quality Assurance Project Plan as a result of this contract will be required to be transmitted into the EPA's

Storage and Retrieval (STORET) data warehouse using either WQX or WQX web. Water quality data appropriate for STORET include physical, chemical, and biological sample results for water, sediment and fish tissue. The data include toxicity data, microbiological data, and the metrics and indices generated from biological and habitat data.

9. Quality Assurance Requirements

Acceptable Quality Assurance documentation must be submitted to the WDFW Project Manager within 30 days of acceptance of this contract or another date as negotiated with the WDFW Project Manager. The Washington Department of Ecology's National Estuary Program (NEP) Quality Coordinator supports quality assurance for EPA-funded NEP projects. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this contract until the WDFW Project Manager or the NEP Quality Coordinator has approved the Grantee's quality assurance document. The Grantee will submit all Quality Assurance documentation to the following address; please copy the WDFW Project Manager on all correspondence with the NEP Quality Coordinator:

Thomas H. Gries, NEP Quality Coordinator
Department of Ecology
Tgri460@ecy.wa.gov
360.407.6327

Attachment D -
STATEMENT OF WORK

PURPOSE

The purpose of this project is to develop high-resolution data, methodologies, and metrics to manage vegetation within the shoreline regulatory jurisdiction areas of Bainbridge Island. The City of Bainbridge Island will use the data, methodologies, and metrics to quantify shoreline vegetation and land use / land cover change, specifically the presence of marine riparian canopy and estuarine emerging vegetation, increases of impervious surface area, and changes in beach structure / sediment supply, as a proxy for ecological function.

Based on the project results, the City of Bainbridge will be able to monitor and evaluate shoreline permit compliance rates over time, make recommendations regarding tracking of unpermitted activities, identify places of possible unpermitted activities, and inform 'no net loss' monitoring.

Periodic updates of LiDAR and high-resolution data will enable the City of Bainbridge to monitor and enforce regulations to manage shoreline vegetation and land use. The data, methodologies, and metrics will also serve as a possible template for counties and cities throughout Puget Sound.

GOALS & OBJECTIVES

- Develop and apply land use / land cover data products and methodologies to monitor and evaluate changes to marine riparian vegetation, shoreline armoring, beach features, and impervious surface area within shoreline regulatory jurisdiction areas of Bainbridge Island.
- Develop a set of metrics as a proxy for ecological function.
- Assess the accuracy of these metrics using field data.
- Distribute and interpret the results of this project to key partners.

TASKS & DELIVERABLES

Task 1: ***Project Management and Reporting***

The Grantee will administer the project, including but not limited to: maintaining project records; submitting invoices to WDFW for payment; submitting bi-annual FEATS progress reports and the final performance report; and compliance with applicable terms, conditions, and other grant requirements.

The Grantee will also manage the project, including but not limited to: conducting coordinating, and scheduling project activities; ensuring quality control; communicating with project partners and Grant Program staff; and ensuring completion of the project as outlined in the grant agreement.

1.1 Detailed Project Plan: The Grantee will prepare a detailed project plan to ensure project expectations and outcomes are aligned. The detailed project plan will include descriptions of partner roles, selected data types for analysis, rationale supporting the methodology selected for characterizing baseline conditions, quantitative measures of ecological function, and metrics for monitoring no net loss provisions of the City of Bainbridge's shoreline management regulations.

1.2 Quality Assurance Project Plan (QAPP): The Grantee will submit a QAPP Waiver Determination form and prepare and submit a QAPP. The format for the QAPP will follow what is prescribed by the Washington State Department of Ecology. A QAPP will be completed and approved by Department of Ecology's Quality Assurance Officer before conducting any work related to collecting environmental data.

FEATS: The Grantee will complete bi-annual FEATS (*Financial and Ecosystem Accounting Tracking System*) progress reports, as well as final FEATS report and final project narrative report. The final FEATS report, reflecting the final project billing, will be provided during project close out and will describe the entire project, including information such as work completed, results of performance evaluation, overall project outcomes, and lessons learned.

Number	Deliverable	Cos t	Completion date
1.1	Detailed Project Plan and timeline	**$500**	April 15, 2015
1.2	NEP Waiver Form and approved QAPP	**$2,000**	May 31, 2015
1.3	Quarterly Progress Reports	**$2,920**	April 15, 2015 July 15, 2015 October 15, 2015 January 15, 2016 April 15, 2016
1.4	Bi-annual Federal FEATS Reports	**$1,460**	April 15, 2015 October 15, 2015 April 15, 2016
1.5	Final FEATS Report and Narrative Report	**$1,460**	January 31, 2016

Task 2: ***Performance Evaluation***
The Grantee will develop a performance evaluation plan that outlines what will be measured (such as inputs, outputs, and outcomes), how these metrics will be measured, and how the results of the evaluation will be used. The project will be evaluated using this plan, and the final report will include the results of the performance evaluation.

Number	Deliverable	Cos t	Completion date
2.1	Performance Evaluation Plan	**$1,460**	April 30, 2015
2.2	Final Performance Evaluation Report	**$1,460**	January 31, 2016

Task 3: ***Acquire LiDAR and high-resolution data.***

Number	Deliverable	Cos t	Completion date
3.1	Aerial LiDAR (minimum 8 points per square meter), and imagery (6 inch pixel resolution: in blue, green, red, and near infrared bands).	**$46,866**	July 30, 2015

Task 4: ***Acquire Field data.***

The Grantee will collect precise (sub-meter) field data at a minimum of 50 randomized points and transects along the Bainbridge Island shoreline. The data will include: the presence of marine riparian canopy and estuarine emerging vegetation, eelgrass cover (recorded at low tide), impervious surface areas, and changes in beach structure / sediment supply.

Number	Deliverable	Cos t	Completion date
4.1	Field data collection.	**$33,004**	September 30,2015

Task 5: ***Develop land use / land cover map.***

The Grantee will develop a raster map containing land use / land cover classes with a minimum of one meter resolution. The Grantee will evaluate Washington State Department of Natural Resources (DNR) nearshore surveys of eelgrass to further assess the accuracy of the land use land cover data.

Number	Deliverable	Cos t	Completion date
5.1	Land use / land cover map	**$17,518**	September 30,2015
5.2	Metrics of ecological function and accuracy assessment.	**$17,518**	November 30, 2015

Task 6: ***Education and Outreach.***

The Grantee will share the data, methodologies, and metrics through a public workshop for city staff and interested parties, including shoreline landowners, local non-profit organizations, monitoring volunteers, and neighboring jurisdictions. The workshop discussion will address the accuracies and utility of data products for understanding baseline conditions and gauging changes in ecological functions. City staff will be trained to a sufficient level to take ownership of the data products for use, as a future monitoring program is developed to enforce the City's shoreline regulations. The Grantee will produce a white paper outlining the methodologies used, metrics created, and suggestions for incorporating the data into monitoring plans for other Puget Sound municipalities.

Number	Deliverable	Cost	Completion date
6.1	Training workshop on use of data products.	*City Match* *$2,618* **$4,579**	December 30, 2015
6.2	White paper on methodologies, metrics, and incorporating data into monitoring plans.	**$4,379**	December 30, 2015

Grant Amount:	**$135,124**
City Matching Resources (.03% FTE for C. Carr)	$2,618
Total Project Cost	$137,742

Work on this project must be completed by January 31, 2016

CITY OF BAINBRIDGE ISLAND
CITY COUNCIL AGENDA BILL

PROCESS INFORMATION	
Subject: Resolution 2015-04, Approving the Scope and Project Schedule for the Navigate Bainbridge Comprehensive Plan Update	Date: April 21, 2015
Agenda Item: Staff Intensive	Bill No.: 15-083
Proposed By: Planning Director Kathy Cook and Special Project Planner Jennifer Sutton	

BUDGET INFORMATION		
Depart/Fund:		
Expenditure Req:	Budgeted? ☐ Yes ☐ No	Budget Amend. Req? ☐ Yes ☐ No

REFERRALS/REVIEW		
Planning Commission : April 9, 2015	Recommendation: Approve Draft Scope and Project Schedule	
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒Yes ☐ No N/A	Finance ☐ Yes ☐ No ☒ N/A

DESCRIPTION/SUMMARY

Action Item:

Discuss Resolution 2015-04, and consider forwarding to April 28, 2015 consent agenda.

Background:

The draft Scope of Work, Exhibit A to Resolution 2015-04, was crafted by the City's planning consultant, Joe Tovar, with input from the Planning Commission and Comprehensive Plan Steering Committee, after the conclusion of the six Listening Sessions in February and March.

A memo summarizing Mr. Tovar's approach to developing the Scope of Work is included with this agenda packet. The Scope combines the ideas generated by the public with the mandatory Comprehensive Plan review requirements to outline an Element by Element review process. The Update Project Schedule, Exhibit B to Resolution 2015-04, shows the order of Element review by the Planning Commission over 2015 and early 2016, and includes decision points and workshops focused on each Element.

The Planning Commission reviewed the draft Scope of Work and Project Schedule over two meetings, completing their review with a recommendation of approval on April 9, 2015. The Comprehensive Plan Steering Committee reviewed the Commission's recommended Scope and Schedule at the April 15th meeting, making minor changes. It should be noted that any Scope and Schedule approved at this time by the City Council may be amended over the course of the Update process.

RECOMMENDED ACTION

Motion: I move to forward Resolution 2015-04 to the April 28, 2015 consent agenda.

RESOLUTION NO. 2015-04

A RESOLUTION of the City Council of the City of Bainbridge Island approving a Scope of Work and Schedule for the 2016 Navigate Bainbridge Comprehensive Plan Update process.

WHEREAS, the Washington State Growth Management Act, RCW 36.70A, requires that cities and counties that plan under the Act periodically review their Comprehensive Plan, looking out 20 years; and

WHEREAS, the City of Bainbridge Island has begun that periodic review, and any changes must be adopted by June 30, 2016; and

WHEREAS, in August 2014, the City Council established a Comprehensive Plan Update Steering Committee comprised of three Planning Commissioners and three City Council members to help guide the process; and

WHEREAS, as part of the Update process, the City gathered ideas and concerns from the community on a wide variety of issues during a series of six Listening Sessions in February and March 2015; and

WHEREAS, community ideas were combined with items the City is required to review during the Update to create a draft Scope of Work and Project Schedule outlining how City staff, the public, Planning Commission, and City Council will review and amend the Comprehensive Plan; and

WHEREAS, the Planning Commission reviewed the draft Scope of Work and Project Schedule on March 26 and recommended approval on April 9, 2015; and

WHEREAS, the Comprehensive Plan Steering Committee discussed the Planning Commission's recommended Scope and Schedule on April 15, 2015, and made some clarifying changes; and

WHEREAS, the recommended Scope and Schedule are now before the City Council with the understanding that they are guiding documents that may be adjusted by the Planning Commission and/or City Council during the Update process, now therefore

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

Section 1. The Scope of Work for the Navigate Bainbridge 2016 Comprehensive Plan Update shown in Exhibit A attached hereto is approved.

Section 2. The Navigate Bainbridge Project Schedule shown in Exhibit B attached hereto is approved.

PASSED by the City Council this ____ day of April, 2015.

APPROVED by the Mayor this ____ day of April, 2015.

____
Anne S. Blair, Mayor

ATTEST/AUTHENTICATE

____
Rosalind Lassoff, City Clerk

FILED WITH THE CITY CLERK: April___, 2015
PASSED BY THE CITY COUNCIL: April___, 2015
RESOLUTION NUMBER: 2015-04

PROPOSED SCOPE OF ISSUES TO INCLUDE IN THE NAVIGATE BAINBRIDGE UPDATE

A. Several actions are needed throughout the plan to meet the GMA update requirements.

- Use the new planning period of 2016 to 2036
- Include the adopted population growth forecasts throughout the plan;
- Include new employment growth forecast throughout the plan;
- Update all maps and text consistent with relevant changes to goals and policies.

B. In addition to the general actions shown above, consider throughout the Update process the particular importance of issues with island-wide impact, including: (1) Adapting to and mitigating the effects of Climate Change; (2) the role of State Route 305 and its impacts on all Plan Elements, including any future projects; and (3) the protection and improvement of access to marine resources.

C. individual Comprehensive Plan Elements will be updated as follows:

Introduction

1. Incorporate updated Vision
2. Reference recently adopted Shoreline Master Program
3. Review and Update Island History Section
4. **KEY ISSUES** to address:

    a. City's Comprehensive Plan and implementation within the framework of the Growth Management Act, the Vision 2040 regional plan, and the Kitsap County Countywide Planning Policies.
    b. Streamline, clarify and strengthen text.
    c. Review the Vision, guiding principles and planning goals and consider ways to more clearly articulate the framework of high-level policy direction to the Plan Elements.
    d. Relationship of Comp Plan to other plans, projects and programs, including, but not limited to: city functional plans (e.g., city utilities), development regulations, capital projects, the city organization and operating budget (e.g., Priority Based Budgeting).
    e. Relationship of the Comp Plan and City to the functions and activities of other units of government or organizations.
    f. Promoting a culture of stewardship, citizenship, and community engagement

Exhibit A

Land Use Element

1. Update general information
2. Include new population, housing, employment growth forecasts
3. Show where and how to accommodate another 5,600 residents and 2,800 jobs
4. Streamline, clarify and strengthen goal and policy text
5. Review Subarea Plans (Lynwood Center and Winslow Master Plan).
6. **KEY ISSUES** to address:

    a. Growth Strategy which places 50% of growth in Winslow, 5% in NSCs, 45% elsewhere
    b. Articulating the connections between the Land Use, Environmental, and Transportation Elements
    c. Articulating the connections between the Land Use and Utilities Elements
    d. Civic design Goals/Policies for Winslow, NSCs, SR 305
    e. Island-wide land use pattern - conservation objectives, building form, landform
    f. Measures to improve human health

Transportation Element (including Non-Motorized Transportation Plan)

1. Update general information
2. Streamline, clarify and strengthen goal and policy text
3. Update inventory of facilities
4. Update cost estimates for facilities improvement projects
5. **KEY ISSUES** to address:

    a. Future role, configuration and mitigations re: SR 305.
    b. Future role of WSF and possible alternatives
    c. Measures to improve human health
    d. Safety for bicycles and pedestrians on the island-wide road/trail network
    e. Methods to improve multi-modal transportation options

Water Resources Element

1. Update USGS aquifer information
2. Streamline, clarify and strengthen goal and policy text
3. **KEY ISSUES** to address:

    a. Identify sub-basin sensitivity to draw downs/opportunities for aquifer recharge
    b. Identify opportunities to monitor and adapt to aquifer change over time
    c. Identify projects and practices to protect water supply and quality
    d. Consider potential re-use of greywater for domestic purposes

Environment Element

1. Update general information
2. Streamline, clarify and strengthen goal and policy text
3. **KEY ISSUES** to address:

    a. Adapting to and mitigating the effects of Climate Change
    b. Consider Green Building Code
    c. Identify benchmarks and measurement

Housing Element

1. Update population and economic information
2. Update housing supply and affordability information
3. Streamline, clarify and strengthen goal and policy text
4. **KEY ISSUES** to address:

    a. Assess generational and locational needs for housing
    b. Identify options and incentives for increasing housing affordability
    c. Consider alternative housing forms to meet market niches
    d. Review home occupation opportunities within residential areas
    e. Evaluate better partnerships with non-profit housing providers
    f. Consider clustering of structures on large lots to maximize recharge and open space

Capital Facilities Element

1. Update facility needs based on new planning period, new population and employment growth forecasts
2. Update inventory of public facilities to reflect changes since last update
3. Update six-year Capital Facilities Plan to be consistent with 2016 plan
4. Streamline, clarify and strengthen goal and policy text
5. **KEY ISSUES** to address:

    a. Incorporating green infrastructure into capital projects
    b. Coordination with BISD, BIFD, and BIMPD to maximize cumulative effect of new projects

Utilities Element

1. Update inventory of existing service providers to reflect changes since last update
2. Streamline, clarify and strengthen goal and policy text
3. **KEY ISSUES** to address:

    a. PSE service and alternatives for power: municipal, solar other renewables
    b. Telecommunications/broadband improvements
    c. Coordination with City Sewer and Water Utility Master Plans
    d. Coordination with private sewer and utility master plans
    e. The island-wide Stormwater Utility

Economic Element

1. Include a summary of the local economy - strengths and weaknesses
2. Streamline, clarify and strengthen goal and policy text
3. Identify potential programs and projects to foster economic growth and development
4. **KEY ISSUES** to address:

    a. Assess need for increased goods and services in NSCs and Business/industrial districts
    b. Opportunities to brand Bainbridge Island as location for software firms
    c. Role of Tourism in Winslow, other parts of the Island
    d. How to support growth of home-based businesses
    e. Role of agriculture on the Island
    f. Role of the arts on the Island
    g. Role of the Real Estate industry

Human Services Element

1. Streamline, clarify and strengthen goal and policy text
2. Identify potential partners, programs and projects to foster access to human resources
3. Update to reflect changed circumstances in the provision of human services

Cultural Element

1. Streamline, clarify and strengthen goal and policy text
2. Identify potential partners, programs and projects to enhance cultural assets on the Island
3. Update to reflect changed circumstances in the provision cultural resources and activities

D. DEVELOPMENT REGULATIONS

Reference new SMP use regulations

Update critical areas regulations

1. Update Best Available Science, including updated USGS study re: aquifers
2. Amend and/or adopt regulations/programs to protect aquifer recharge areas
3. Amend and/or adopt low impact development regulations
4. Amend and/or adopt other development regulations necessary to protect other critical areas

Update other development regulations as necessary to implement updated Plan

Navigate Bainbridge - Project Schedule Revised 4.15.15

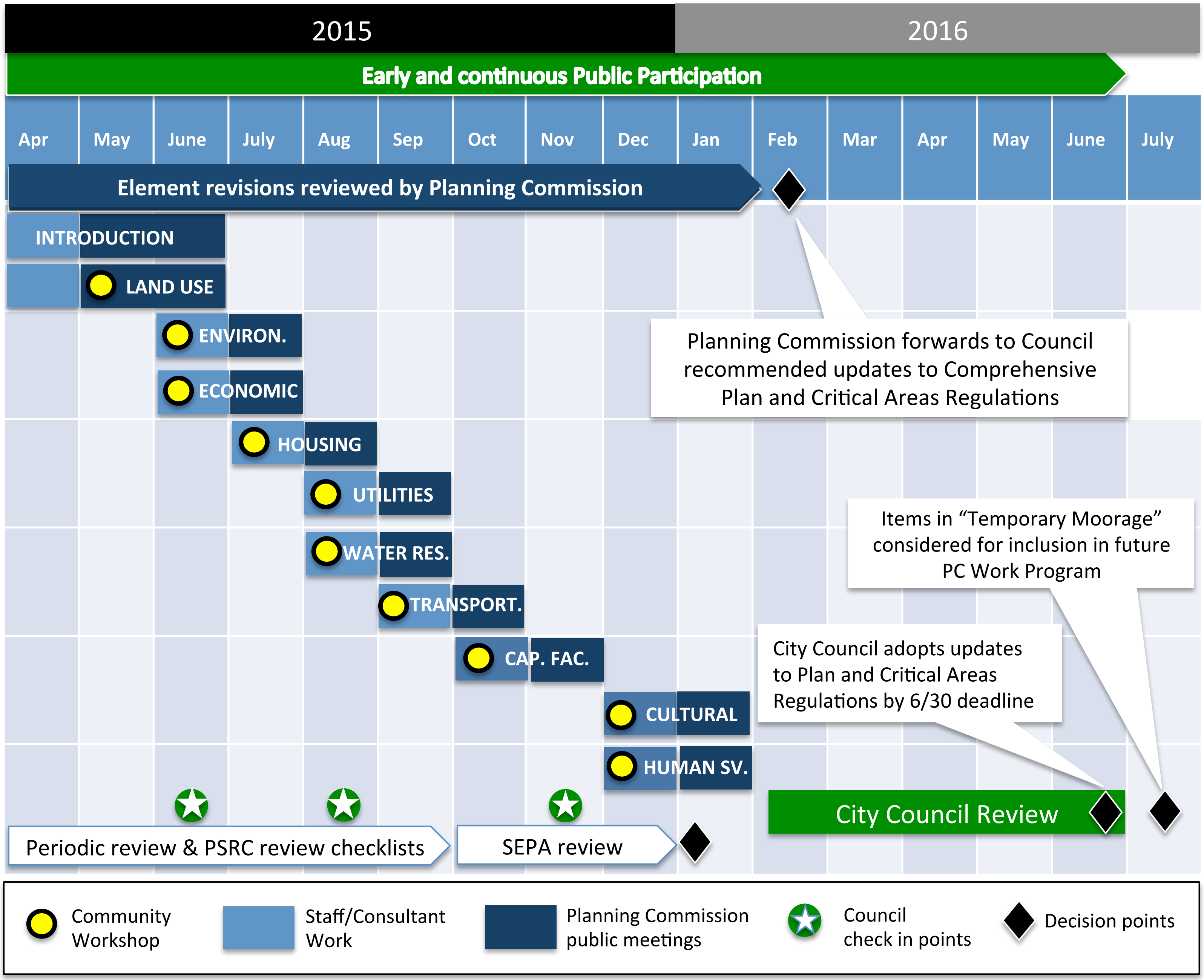


Exhibit B

TOVAR PLANNING

Memorandum

TO: Bainbridge Island City Council

FROM: Joseph W. Tovar, FAICP

DATE: April 15, 2015

SUBJ: Scope of Issues and Project Schedule for Navigate Bainbridge Update Process

I. BACKGROUND

At the April 9 meeting of the Planning Commission, the scope of issues to include in the Navigate Bainbridge update was discussed, as was the project schedule. The Commission agreed with my initial sorting of the public input from the City's six listening sessions on issues and ideas to include in the update of the Comprehensive Plan and development regulations. These were:

Bucket 1- Issues and ideas to include in the Scope of the Update (both Comp Plan and Development Regulations). Attachments# 1, 2, and 3 to this memo group public comment into Land Use, Water Resource and Transportation Elements, respectively.

Bucket 2 –Issues and ideas that are assigned to "temporary moorage," meaning that they will be taken up AFTER the plan update is adopted (e.g., subarea plans and certain implementing development regulations). Attachment #4 groups the public comment in this bucket.

Bucket 3 – Issues and ideas that provide useful feedback to the Priorities Based Budgeting process (i.e., they address either the city organization and/or its operating budget). Attachment #5 groups the public comment in this bucket.

Bucket 4 - Information that the City may wish to share with other jurisdictions or organizations. For example, the Park District, the County, the BIFD, the state legislature. This input may also help inform goals or policies regarding city communication and coordination with others jurisdictions or organizations. Attachment #6 groups the public comment in this bucket.

From the pattern of public comments in Bucket 1, I framed a draft series of KEY ISSUES for consideration in the Scope of the Update. I reviewed those draft KEY ISSUES with the Planning Commissioners on April 9. The Commissioners made several additions and clarifications. They also recommended adding to the project schedule a public workshop for each Element to occur before the staff and I begin composing potential amendatory language

The Navigate Bainbridge Steering Committee met on April 15 to review the Planning Commission's recommended Scope and Schedule.   They have concurred with the Commission's recommendations.

The recommended Scope of Issues and the revised recommended Project Schedule are provided in the packets for the April 21 Council meeting.

ATTACHMENTS

#1   Land Use Element Public Comment
#2   Water Resources Element Public Comment
#3   Transportation Element Public Comment
#4   Public Comment issues and ideas to assign to "temporary moorage"
#5   Public Comment issues and ideas to refer to Priority Based Budgeting process
#6   Public Comment issues and ideas re: City communication and coordination with other jurisdictions and organizations

ATTACHMENT #1 - LAND USE ELEMENT PUBLIC COMMENT

1. Concern about urban design distinct from urban planning. Thinks we need a plan that is based upon a design. If it means that we withdraw as a municipality because of our what situation is or if we end up with circumstances unintended due to out of date codes, there are a lot of different ways of thinking about urban design, it would be good to evaluate or review that would help us from the beginning to set a goal from the beginning where we want to go. This may or may not have had attention in the past.
2. Parking is a big issue, and there have been all sorts of deals cuts over the years.
3. Must implement benchmarks and metrics/. How do we track number of green buildings/ how to promote green renovation of existing buildings?
4. We need to consider where we are going to park the cars that come down that 4 lane highway - no room for a big garage in Winslow.
5. Urban design, a more recent discipline than planning. Needs to be an urban design plan for the City. Need guidance on creation of place and connection to place.
6. Could enforcement officer be funding by fines - what are the numbers?
7. Are fines appropriate enough so offender will not offend again?
8. Enforce environmental impacts to new development - i.e., cutting down trees.
9. Question: could the City raise sales tax to pay for a downtown parking structure? Yes.
10. Need to look at island holistically and then you do need a parking structure.
11. Neighborhood centers growth? Use bus service from these areas to get to downtown, ferry, etc.
12. The comp plan can look at zoning to increase density around the neighborhood service centers.
13. Would caution that changing zoning can be self-serving to the City because it increases tax base.
14. Worry is that we do not want to look like Mercer Island with houses everywhere.
15. The city should look at all the neighborhood centers for growth and not just downtown.
16. Enforce environmental impacts to new development - i.e., cutting down trees.
17. Question: could the City raise sales tax to pay for a downtown parking structure? Yes.
18. Need to look at island holistically and then you do need a parking structure.
19. Neighborhood centers growth? Use bus service from these areas to get to downtown, ferry, etc.
20. The comp plan can look at zoning to increase density around the neighborhood service centers.
21. Would caution that changing zoning can be self-serving to the City because it increases tax base.
22. Worry is that we do not want to look like Mercer Island with houses everywhere.
23. The city should look at all the neighborhood centers for growth and not just downtown.

24. The city should look at all the neighborhood centers for growth and not just downtown.
25. It would be nice to make Winslow way a pedestrian only street and have ferry traffic avoid it altogether.
26. Growth is a smart way to get people out of their cars if we accommodate growth and development in downtown.
27. For bigger projects, usually have a public information meeting, but not for smaller ones.
28. Parking is a big issue.
29. Diverse community: economically and racially and culturally. Would like to see the City plan for diversity.
30. Transportation relates to where your population is. It gets back to the density question: We don't want to increase density, but we want to increase diversity, public transit, etc. The affordability of housing affects public transportation, how you develop your natural areas, etc. If we do not have a range of affordable housing, it skews everything.
31. BI is a unique place in that the entire island is a city. If you want to take advantage of it, there is a lot of flexibility in that. Lower the costs in sewer by using septic systems to increase density. If you say you don't have to build on sewer, it can be built into Winslow or other neighborhood centers.
32. With a septic system, you are putting the water back into the ground instead of using sewer where you take clean water to use sewer systems and end up putting the water out in the Puget Sound.
33. Development in the neighborhood service centers should be encouraged and supported.
34. Existing rules for special planning areas may be more cumbersome than they need to be. Opposition to change is still there.
35. Question is fundamentally flawed. Is it a priority to protect and conserve natural resources? Whether it is a priority or not, developing around the neighborhood centers would address the issue.
36. We are a new city and the high school road development is what drove us to become a city. Harbor Square didn't have outcry till it was built. The property north of Harbor Square has been sold, or probably has. The things we do today will have a major impact on how bi will look in the future.
37. If you want a group that is green and local, the farmers need to be encouraged. Don't want the farmers to get lost, and so many innovations coming in food production
38. Open space and land preservation and increased food production - vibrancy with retail community. Attractive to families.
39. Local food creates healthy community - Food Coop needs to be created. Chimacum corner store for example…. food hubs that are accessible.
40. Group has desires for future neighborhood centers for population growth– planning for utilities, transportation, etc.

41. Thoughtful planning is key. Need to look at land ownership and try to consolidate interests. Important to balance interests, and look towards future. What price are we willing to pay now, and in future.
42. Does City have a map/picture/visual of what the Island would look like if all lots were developed at current zoning? What is the future population and draw on resources at current zoning? Are we working towards preparing for that in terms of infrastructure? But, is this a realistic question - how long would it take to get there, and does it matter for current actions?
43. Stormwater should be considered. Can we work to identify more ways to hold stormwater and detain. Work on easements.
44. I moved to Winslow before the master plan and Winslow was supposed to be where density is higher. For a point I felt like I was sacrificing my way of life. I've come to recognize, that though I don't think all the growth in Winslow is well-planned, I think that concentrated growth in some areas is a good idea. A certain amount of NIMBY-ism we all need to get over.
45. What do people think about NSC areas? Lynwood is great, why not a NSC area on the north end. Walk to a restaurant, get a coffee.
46. Couldn't there be some development at Seabold?
47. Higher density more important for NSC than sewer. Lynwood center needs a green space and access to the water.
48. Comprehensive Plan is too vague, wishy-washy, that you could put down in anywhere USA. Without limited land and facilities we need to decide what we want to do with our service centers. How much density in these areas, what kind of uses and density.
49. Recycling spaces and development. One of the things I worry about with Visconsi and downtown, as new things are built that replicate existing services, what happens to existing infrastructure. If you want to build a new grocery store, and puts one out of business, what happens to giant empty buildings.
50. For example, Safeway new pumps closing Chevron.
51. Overall we do very well. We don't have a lot of abandoned retail frontage. Storyville issue other issue.
52. Why do we need another coffee shop?
53. Let's look at some of our density. Have to look at density and decide what we're going to do. You can do a lot of things according to the comprehensive plan that we don't want. We have to look at the uses.
54. We could have used car lot, car washing station, we have to look at that and see what we want.
55. If you had a visual of the comp plan full build out for those that don't see especially easily. So you could look at a map and see what it would look like built out.
56. I think this is very different this time around. People are paying much more attention.
57. We don't want signs, and we also don't want visibility because we want to preserve trees.

58. You don't like Visconti, but they might bring in a business that keeps us from Poulsbo.
59. Concentrating growth downtown is a bad idea, but spreading it around is even worse. Low density is what makes it special here.
60. We don't want the character of places to change, for example Rolling Bay.
61. Each center should provide what people need, for example what's happening at Lynwood Center.
62. Can't call Lynwood a success because there will be more development and we don't know how that will work out.
63. Why is growth good? Why is denser considered to be better?
64. Planning for growth is better than denying growth. Growth will happen. Young people can't afford to live here.
65. Coppertop has become a type of neighborhood center. Craft beverages, coffee shop, etc. It's become a destination place, but it's not treated as such, for example it's not a BI Ride stop.
66. Ban on food at Coppertop (B/I zoning) hurts it, deters customers, and keeps it from functioning as a true center. People bike, walk and drive to Coppertop.
67. Rolling Bay is doing well because it serves the neighborhood but also draws people from all over. Every neighborhood has something special that needs to be identified and protected.
68. Keep things that are unique to Bainbridge, the things that you can only find here. We don't need more drugstores.
69. If communities can't grow, they die. But growing with planning is a good thing--need good architecture, sense of scale. Issaquah--a wonderful little town until commercial explosion brought big boxy condos and terrible traffic.
70. A beautiful building with 500 apartments isn't any better than an ugly building with 500 apartments. It's still density.
71. But people say they want good restaurants etc. Good restaurants come to places with more people. Growth brings more services.
72. Disagree that more people means better services and more things to do. It isn't a better quality of life.
73. Farmland is one part. Trails also. Whole objective is how to increase green farmland. Open space that is and isn't farmland. Conservation of resources should be multiple uses. In conflict with traditional growth. How to increase density and increase conservation of open space? If we do small footprint homes that use less, can use the rest of land as open space. Building smaller/conserving more, get more open space. Build infrastructure that promotes other transportation, can achieve additional density. Change policies/zoning to allow for practices. Planning of the development. Can we do that here?
74. Cluster housing. Number of housing allowed determined by zoning of area you're in. Put aside 50% of property for open space (or whatever size you set aside). Happening is designated portions of the island. Have enough property that makes it capable of conserving a large chunk. Responsibility to build to max

while staying conservative/green. Has to be conservation minded. Get over hurdles of where the water going to come from.

75. The role of preservation is to repurpose a building not tear it down just to build something green.
76. Residential vs. commercial uses - we tried to zone one way (commercial zoning for areas near ferry) but folks wanted to live their despite the zone descriptions.
77. We wondered if anyone has idea how many citizens really want to put Green into action not just words. Private property rights are important to people too. People want to be green but not necessarily regulated.
78. I am more concerned about pushing all the growth into downtown Winslow. Would like to see more of a fair share in the island overall, so her downtown neighborhood doesn't have to absorb all the density.
79. State law directs the City to be prepared for a certain amount of growth, it doesn't say they have to actively promote growth. I understand there are conditions that require a moratorium on growth, but I'm not ready to say that for Bainbridge yet.
80. Would like to see some changes in the downtown area to reduce the amount of growth.
81. Someone does not want to see sprawl spread out to the entire island. People move into an urban area for that urban area and maybe if Winslow is too dense, than a move out further on the island.
82. Moved onto island 25 years ago into a single-family residence downtown and now it is being developed too densely.
83. Question about how much growth needs to be projected to neighborhood centers. Plan now says 5%.
84. Winslow downtown is a mess. Not planned well. There has to be some definite thought that goes into the process of how that growth goes into the downtown core. Are there limiting factors out there like water supply, etc.
85. Aesthetically, there is development that is quite dense that is not pleasing, but it does seem that Winslow is the place that density makes sense because the infrastructure is there to support that. I think of this island the size of Manhattan and hope that we can maintain our rural character as it gives us certain status. Circulation downtown is unfortunate.
86. Some are uncomfortable with developments like Grow Ave with 8 cars coming out of every driveway while some applaud the green living it provides.
87. Density downtown does not mean you do not have to have trees.
88. A lot of concern about the water on the island. It needs to be a thought out process as to whether or not you jam up Winslow or spread growth out over the island.
89. I see major growth at Lynwood Center. What difference does it make if the City wants to funnel development out there? What stops development from continuing to happen there? Do we really want to say to that property owner who has a prime spot to develop no?
90. Encouraging reuse of existing building, and make much more efficient.

91. Encourage the preservation of farms and farmers.
92. The density percentage in any development needs to be considered. Should integrate green building requirements and green space.
93. The Suzuki property having higher residential densities with sewer and services, would make a lot of sense. Could serve a senior population.
94. If you are going to density, do it in your downtown core.
95. Having parks near higher density places is important.
96. I've lived in a community that suffered from bad planning and bad growth: Sacramento. Lots of sprawl. We have a chance, paradise is not paved over yet. If we have density in certain areas (which I'm a believer in), but concern is that you get creep after that. On the other hand, if you have preserve d open spaces elsewhere including farms and open spaces.
97. Is there any talk of an urban growth area similar to Portland?
98. We have a de facto urban growth boundary, the Winslow Mixed-use Town Center. It tapers off to septic v sewer.
99. How high density do we need to go? We can't get skyscrapers, do we need them? If we're serious about densities, how do the numbers workout, should we consider how those numbers work.
100. New Tree Ordinance. Focused in most urban areas and not in outlying areas. Personally, I feel like it's conflicting with our goals as an urban core. We have efforts that are working at cross purposes. I think we take on efforts that get a little mixed up. I'm confused and frustrated by it. We want a vibrant economy, but we want to preserve trees in the same area.
101. So much attention is on downtown Winslow. They get frustrated when they come into town and shop and it doesn't look the same. We should have an island-wide attitude about trees, density. We can't' just do it in Winslow and then go home and think everything is good.
102. At the same time from an aesthetic perspective preserving parks and green spaces and farms is valuable.
103. When I think of community I think of neighborhoods. Neighborhoods should have more say in their community. City needs to be cognizant of why people move to different places on the Island. All different communities, different people, different feel.
104. It is easy to be pennywise and pound foolish and develop without thinking of the long term consequences. Visconsi could have been asked to get a bus stop at their development. We do not want to plan by wishful thinking but by reality.
105. We think we're always going to grow because we are near Seattle, but look at what happened in Detroit. The downtown corridor of Seattle is supposed to grow and we are the overflow but only if they are guaranteed ferry service. If that is privatized or lost in some other way, we would no longer grow..
106. Lastly, affirm our right to grow own food on the Island.
107. The NSC areas should each have a community space too.
108. It is important to have Sakai property as a park, not housing.

109. Code requires less parking for people who live close to downtown and the ferry. If this is not a policy that's in the Comp Plan, it should be.
110. Neighborhood Service Centers present a real opportunity for increased density and smaller units. At what point will the City be more proactive about promoting planning in these areas?
111. But you need to have the infrastructure to support increased density at the NSCs. And you need to have better transit at these areas, but to justify better transit you need more people. It's a "chicken and egg" thing.
112. City needs educational program about the interplay between open space and density--what it actually means and where is it appropriate?
113. People need to understand that density is not necessarily a bad thing if it's done right and in the right place.
114. The closer you live to a trail, the healthier you are. You may need to be able to afford a gym membership but you will be able to get out and walk or ride a bike. *Large lot subdivisions are not open space. *Need policies that preserve open space, protect forested land. *Need policies that buck the trend of very large homes.*
115. Need a plan for entire island as to how we look at growth, how we create healthy communities. A community is not just houses plopped down. Pea patches should be encouraged.
116. Affordability is also people being able to grow their own food. Need more pea patches for people who don't have gardens.
117. We need to err on the side of nature.
118. The words sustainable and green have been hijacked to increase density and development. The terminology has been misused. We never follow thru.
119. Parts of the Island are healthy and attractive. Likes the tree shadows on the road.
120. Food security is very important. Seattle has addressed.
121. Food security means that we can support ourselves with food. We have farm land, but is it being used the right way.
122. Many countries subsidize agriculture in order to promote sustain itself (i.e. Finland) and not depend on international travel.
123. Not a lot of places to eat (later in the evening.
124. Healthy and attractive community is really important and we are that type of community.
125. Don't think the downtown is that attractive. Essentially tree-less. Other cities have beautiful tree-lined streets.
126. Seattle is redoing all its streets and sidewalks to plant more trees, to achieve tree-lined goal..
127. Streets separated from pedestrians by planter strips should be a street standard. Never should have sidewalks directly adjacent to the street.
128. Sidewalks should always have other amenities.

129. Downtown is not connected to water. Businesses are separate from water. In other waterfront communities, people are hanging out by the water. Not here.
130. More people isn't necessarily bad, as long as we have a plan and a vision.
131. Acquire more parks, open space to enhance health and livability. A healthy community has lots of walking opportunities.
132. We have urban centers and the more rural areas with parks and wildlife areas. High density is exactly what we need to improve services, have walkable and accessible neighborhoods, avoid sprawl.
133. Need a more holistic zoning plan that looks for areas with higher density and preserves the more rural areas, with a system that ties it all together.
134. Need to encourage more green buildings.
135. Many new commercial buildings are built green. It's individual homes that are not.
136. All the density does NOT belong downtown. Abhor idea of walking down Grow Ave and being surrounded by 3 and 4 story buildings. Downtown should be given a fair share of density, but "urban" on the island is not supposed to be the same as "urban" in Seattle. We should not force growth downtown. We are talking about 5000 people over 20 years.
137. The market will drive where growth occurs. Look at Lynwood Center--it's growing because it's successful and attractive.
138. Please don't assume every tree outside of the downtown should be saved and all the trees downtown should be removed to allow more growth downtown.
139. Need an urban designer or planner to look at entire island. More growth could be accommodated downtown in a way that doesn't ruin it. We can't continue with suburban sprawl.
140. People want their cities to look green. City needs to developers, if you want to build and develop, here are how many trees you need to plant or save. No stark concrete.
141. Need to connect Winslow Way retail to the waterfront. Additional development could go on Bjune. The problem is that we have a terrible parking problem in Winslow. The reconstruction of Winslow Way took out 10% of existing parking. Downtown has some functional and aesthetic issues.
142. Need better signage downtown.
143. There is a natural pedestrian and visual connection from Winslow (mall area) down to the water that we have never taken advantage of.
144. If we had amazing civic places to go to and celebrate, additional development downtown would be OK.
145. You can't even tell there is a harbor if you are downtown.
146. Parking on Winslow Way should be back-in angle.
147. High School is turning into a strip mall. Hideous and dangerous. Once Visconsi is finished it will be even worse.

148. If we had money to buy easements for a 50 foot buffer on either side of the road. Some trees would need to come down in order to do that, but it would be worth it.
149. If we are going to put the population growth in a neighborhood service center, it will be expensive to do it in Rolling Bay. Do we have to have a plan to put sewer in those centers or can we just do it. Sewer wise, it doesn't eliminate any chemicals, it doesn't eliminate micro beads. None of the chemicals are removed from wastewater discharges. What chemicals should we be studying that may affect wildlife. We could turn our wastewater treatment plant into a class A plant. Shouldn't we be the leaders in Puget Sound? We are paying a fee to the tribe because of the goeducks. would like to see that put in the plan.
150. People move here and stay here because of the natural environment, trees etc. Need to maintain vegetated buffers along the roads and trails. Celebrate the Ravine.
151. If the neighborhood business centers are going to be taking more of the development, which seems like might happen, then the roads should be defined and should have safe sidewalks, or pathways, but they should be defined.
152. Rolling Bay has a lot of ditches, puddles. Structurally defined. Stormwater problems.
153. Current Comp Plan states that the service centers should stay small. Winslow would take the bulk of the growth, and I think it should stay that way. Now it's like a switch and bait.
154. Rolling Bay doesn’t have sewer.
155. Dangerous to walk in Rolling Bay.
156. Trying to understand what neighborhood service centers are supposed to be.
157. Rolling Bay business property owners consensus is that if they have to upgrade and change the spirit of the neighborhood we don't want to do that. IF there is a change they want it to be slow and thoughtful with the community. They're not like Lynwood, they're different. Don't want them to be cookie cutter.
158. I'm not impressed with any of the high density developments that occurred today. I don't want to live there. I know I'm not alone. I agree that there were incentives.
159. Not a good idea to expand sewer on Rolling Bay if it'll change the character.
160. It would be nice to have a restaurant or eating establishment on Rolling Bay.
161. Staff is gung-ho on expanding service centers.
162. Staff does not want to go through subarea planning process. It's a lot of work; they don't want to do that. Staff is not pushing that.
163. Maybe it’s the developers.
164. If we are completely relying on engineering terms, then we are only looking at engineering standards. Need to be clear about the type of place and the type of feel we want to support.

165. Each area should make the decision as to how much growth should be directed to a neighborhood.
166. Disagree with above. Needs to part of a [citywide] growth plan that everybody participates in, not just people within a neighborhood.
167. If the idea is we don't want more dense development, then don't build the infrastructure.
168. Does limiting growth just mean that it becomes more expensive to live here?
169. Support streetscapes - with vegetation and lighting.
170. Support pedestrian and bike access to and from service centers - paths, connections.
171. Explore lighting - centers as well as Winslow.
172. Development - Focus on human experience - connections between people.
173. Eyes on street - i.e. porches, etc.
174. How many more communities like the Grow community can we take.
175. Are we going to continue to build things like the Grow Community before we understand the impacts?
176. Parking is a big issue. Deals have been cut over time, and we’re hurting from it now.
177. How do you break the myth that Bainbridge Island is a bedroom suburb?
178. What's changing in inner cities is people are coming back because the City is planning gentrification of areas. You have to do it from an economic model.
179. Do we want the economy to grow? This is a fundamental question. There is a large portion of the community that does not want growth to happen.
180. The commercial areas like Rolling Bay and Island Center and Winslow need focus on infrastructure first.
181. We are assuming that we have perpetual growth, but we have a right as a community to limit our growth. We don’t have to keep taking more and more people.
182. Parking is an unresolved issue and has been for years. Some services require folks with vehicles, such as a hardware store
183. What keeps these great ideas from getting realized? Parking requirements? Lack of housing downtown?
184. Build out neighborhood centers before creating farm store. It's expensive building out these spaces….off the grid is cheaper, in town is pricey.
185. Square footage is limited downtown and it's challenging to keep business.
186. Winslow is denser area….Winslow is easier to connect than the outlying areas…creating hubs justifies transportation connections.
187. Connectivity between different "villages" is important. Attractive to locate growth in certain areas.

188. What are creative ways to get people to shopping centers - not only serving cars. Park Once concept. Move people around in Winslow by bus. Consider ways to get downtown employees to park in other areas.
189. Vibrant means active street life, lots of action on the streets.
190. Vibrant means people shopping here and doing business here, we should not “bleed revenue.”
191. We've been talking about a view/pedestrian corridor to the water forever, why can't we get it done?
192. The water is part of the island identity, but it's not obvious now. There needs to be visual and physical access to the water. Tourists come here and ask, "Where’s the water?"
193. Need signage to tell people who come here where to go, where to eat etc. Tourists don't know where to go. The ferry terminal is not attractive.
194. NSCs--how do businesses there survive during the winter? Discussion: It depends on the types of business. Whether they thrive depends on adequate parking, having some green space. NSCs are a good concept. Heyday Farms has been an enhancement.
195. Lynwood is successful because there is continuity in architecture and it's attractive.
196. The flip side of NSCs is that as they grow, they may draw people away from Winslow.
197. What does sewering Rolling Bay mean? Sequim is sewer system example. They have land. It's either sewer or septic. Maybe we're limiting ourselves. Bullitt Foundation example. It is possible. Couldn't have done it without adjustments from the City Council. Design specifics altered the rules. Advanced thinking/making these things possible.
198. Save the farmland, have an allotted amount.
199. Winslow Way with its upgrades (besides the street - that's a death wish to drive/cycle on) is nice but a boardwalk w/ sitting areas letting folks congregate and be part of community. Food Carts! We should not just be money driven but community ideas and values should be emphasized.
200. Waterfront should be more connected to city streets. Events! Make community.
201. Businesses should consider staying open later - it's been suggested many times and doesn't seem to happen. It's a chicken and egg situation. Concerts, movies in the park, loosely organized games all push economy. Look at Lynwood Center - Tyvek City no more! It's attractive, and it has gathering spaces. Fountains, seating.
202. As a citizen, one thing she sees is developing other places besides Winslow.
203. It would be nice if there was more signage to direct people down Madison and to the businesses. Bainbridge Downtown Association should have a well marked map that points out these small businesses off Winslow Way.

204. Port Madison area is missing services. Would be nice to have a neighborhood center up there. What does the City offer for food carts/vendors who want to set up in an area?

ATTACHMENT #2 WATER RESOURCES ELEMENT PUBLIC COMMENT

1. We want a clear understanding of how much water and then a clear marker if or when “enough is enough.”
2. Good governance is honoring Best Available Science and not succumbing to development pressure. We should employ the “precautionary principle.
3. Science is not always exact. There are things we don’t know. Do we err on the side of development or side on the caution? Leave some margin for error in science.
4. Need to think about growth pressure on the environment, like water availability.
5. Lack of distributed knowledge and communication.
6. Quality and distribution of potable water
7. Don’t just measure water at its highest point, measure what comes out of the end of the pipe
8. Question: How do people feel they interact with the government? Do people feel heard? Is government accessible and responsive
9. Wants to talk more about water supply and sole source aquifer and how we are monitoring what our water supply is doing. The Kitsap peninsula is a sole source aquifer also, so bi won't be able need to set aside zones through update process to have recharge areas on the island.
10. Our current comp plan talks about water, and commits to sustainable use of groundwater resources. Why don't we have a water plan to help monitor this?
11. What does it mean that we have “adequate water”? What do we mean about sustainability? How do we feel about spending down that bank of water that belongs as much to future generations as it does to us? Have we thought about effects of climate change and sea level rise?
12. Do we have enough resources to support that growth? Water wise? How old is the study?
13. Grapes don't need a lot of water. But water availability is a major issue for farmers.
14. Need to take care of our water supply, make sure there's enough. Take care of our shorelines. Manage our sewage. Make better use of grey water. What if we were a model of sustainability?
15. Lot of citizens want City and its leaders to set examples for sustainability, for example, take the lead in changing regulations for use of grey water.
16. Water usage in property. Home landscapes that are very water intensive. Promote finite water usage. Less usage. If on a well, people letting water run without a bill. Don’t approve of water waste (ponds). How to deal with septic? Small community systems. Complicated to get community system approved. Is it possible to develop a waste water system that doesn't outflow to Puget Sound? Can put out clean drinking water from septic systems.
17. What is city's policy on rainwater collection? Should have rainwater reservoir to "save" for future dry years. State has jurisdiction over water rights. Generally residential capturing of rainwater is encouraged.

18. Water quantity? No infinite supply of water. Two deep aquifers are connected to Kitsap Peninsula . Can potential water shortage be a reason to not meet Growth Management requirements? Sole source aquifer designation, yes? Part of a toolbox to lobby to State to disallow further wells to be drilled - but it protects water quality not water quantity.
19. We can refuse to keep taking on more growth. What is the caring capacity of our island. What is good stewardship of that. A population in 1990 was 13,000, now it's 24,000. We can't keep developing land and pumping more water out of our system.
20. Do we have the water to support the growth.
21. Are we going to plan for a sustainable use of the water. If the scientists say we have plenty of water, okay, but if in a 100 years we have salt water intrusion, we need Pea patches- stormwater management.
22. However, septic contributes to groundwater recharge. I'm quite convinced that Fletcher bay aquifer going down 10 feet a year is not sustainable.
23. Sole source aquifer if that aquifer goes out of water.
24. If we're going to develop and build how do we do it in a new way. How do we create allowances for composting toilets, gray water, and community septic, capturing water.
25. Do we have in City code that all new houses must have low flow toilets.
26. What is the build-out look like? How is stormwater captured?
27. We're already not recharging the aquifer.
28. As a City we need a firm understanding of the water issue.
29. How do we decrease what water gets sucked out. How do we increase recharge? Permeable surfaces.
30. The City also has to take a proactive role to lead the efforts. Are we taking advantage of high recharge areas on the Island.
31. A green building code and mandatory low water use fixtures. How many homes have low flow fixtures, I bet 5-10%
32. We as a community value what we do with our stormwater. We want to have recharge and clean water, we know that storm water run-off is the number one bandit.
33. City aborted process of looking at rate schedule for waste water. How does the City charge for storm water, how does that effect? I'd recommend the City picks that up again.

34. The City Manager should be directly involved with managing our water suppluy. The Top 10 water producers on the island are showing a steady drop in water levels.
35. Rolfs made an amendment that we need to come up with critical recharge areas and protect them. We need to protect them in the Comp Plan.
36. Melanie giving example of how she spent 4 years trying to get the island defined as a sole source aquifer.
37. We want better percolation of storm runoff.
38. We could build facilities in high percolation areas.
39. The lowest recharge area is Winslow. The rest of the island has 3 times the recharge ability. Keeping rainwater on site is what recharges the aquifer.
40. If we used more septic systems it would save more water than the sewer.
41. Cost of septic versus wastewater treatment plant was discussed.
42. If you treat to a tertiary level or beyond, we can keep the water on the island instead of pumping into the Puget Sound.
43. There are ways to retrofit the wastewater treatment plant to keep the water on island and he would support that cost.
44. If we over build the island, we will end up like California and have to ration water.
45. The goal is to keep island water on the island whether it is stormwater, sewer water, etc., and we need to spend money on having the water stay here percolating on the island.
46. Could we set a goal of gradually substituting retention basins instead of direct tight-lines? PW Director: We could, but not sure how attainable it is. Dept. of Ecology is encouraging it, there are grants. NPDES permit addresses new development, for existing development we would have to develop a system-wide plan, for example for downtown Winslow.
47. PW Director--Retaining the water is not really the issue, it's the treatment of the water.
48. Would like to see Comp Plan goal supporting tertiary treatment for our existing sewer plant in Winslow.
49. There is a report by the EPA that says we are in trouble when it comes to our aquifers.
50. City staff explained the sole source aquifer designation and the USGS report related to the City's aquifers.
51. Islanders need to read the federal register, EPA did a study that said our water was decreasing and we need to be concerned. The EPA has advised that we maintain our forests.
52. Will it be possible to establish a number for the carrying capacity of the water? For build out could be based on current zoning. We need to provide the carrying capacity in the likelihood of regional population growth. Efficient use of our land. Important process that will take allot of time.

53. City staff says we need to look at the 6 different aquifers that provide the island with drinking water. What is the water budget for each aquifer? The USGS was done in drought years.
54. Chris said it was hard to find the island share of the study. Recommends that there is a commitment all aspects of the water supply and how it is used and that could translate into how the planning dept can plan.
55. Create a system to get people out of the cars, what is the minimum threshold for light rail. It's big said Ed. The traffic issue is an affordable housing issue. People who work here can't afford to live here.
56. We need better bus service…the buses aren't running when people need it.
57. Bainbridge has the second most used transit in the country. Take the things that are really working well and improve them. Bus rapid transit.
58. 3 lanes instead of 4, a reversible lane.
59. There is a way to get people out of their cars. Not huge buses but smaller buses. We could use the mini buses. Do this island wide.
60. Ed saying BI Ride is a step in the evolution of dial a ride service for the neighborhood service centers. Connect the centers. How do we finance it? A good way to use some of our tax revenue.
61. Low impact development could be a solution.
62. I'm a hydro geologist, did a records request, and came up with top 10 highest producing wells. What is going on is that the recharge is not keeping up with our use. If that is happening, then we should figure out the acre foot water usage development before the water should be approved. there is more work to be done on this. City staff should.
63. USGS report said that we will be OK so long as recharge areas not built upon.
64. It is complicated, stormwater runoff and how to get the water quality improved. There used to be oysters in eagle harbor.
65. Transportation is a priority, but water is the key to the Island. Without water, Bainbridge Island will be very expensive.
66. If you read veiled reports, that the water could be piped over from Kitsap. Cost prohibitive. So is desalination plants.
67. There should be monitoring, that will then go into the model.
68. Look at where consumption should be in order to keep aquifer in stable position. We need significant conservation efforts, island-wide. Reduce to consumption that then can allow growth in a managed way.\
69. What does it mean that "we have adequate water?" What do we mean about sustainability? How do we feel about spending down that bank of water that belongs as much to future generations as it does to us? .
70. What about climate change and sea level rise?

ATTACHMENT #3 TRANSPORTATION ELEMENT – PUBLIC COMMENT

1. Need policies in the comp plan that move us towards our collective vision.
2. Hear lots of support for non-motorized facilities, and City has gotten better at promoting public trails. Some great acquisitions for trails that would make a big difference in the connectivity. We have lots of great plans on books, city needs resources to complete and implement.
3. Planning for 305 corridor is very important to help shape development. The STO facility goes to the Kitsap Peninsula, but also brings people to the ferry. We should grow by having people be able to get to the 305 trunk line easily, to get to transit and biking.
4. The West sound alliance is thinking about different types of projects to submit for funding. Mentions the intersection improvements and the bridge. Wide intersections not safe for pedestrians. Need a bridge to support the STO, not just a wider road.
5. We need better bus service
6. Someone who moved here who rode her cargo bike with son all over Seattle and cannot do that here, so was very disappointed that she cannot do that anymore (third party story).
7. Need to keep a balance because Bainbridge does not have as compact a population as Seattle
8. or Portland, so as the population gets older, they still need to get downtown and cannot walk there, etc.
9. Neighborhood centers growth? Use bus service from these areas to get to downtown, ferry, etc.
10. Neighborhood centers have not been developed or been part of the plan, but should be looked at in the future.
11. It would be nice to make Winslow Way a pedestrian only street and have ferry traffic avoid it all together.
12. Growth in a smart way that gets people out of their cars will accommodate growth/development in downtown.
13. How much are you willing to subsidize transit to have a larger public transportation system?
14. Walking trails with lights to cross streets safely should be mandatory.
15. If you are going to have a healthy, equitable diversity, you have to have a large subsidy.
16. Boeing doesn't even run a bus system the way the shipyard does.
17. Multimodal the island population is aging, so how does that impact multimodal planning,?
18. A significant number of population may be walking or biking less over the years.
19. Winslow is becoming more attractive to older people, so want to age in place in Winslow.
20. Want to encourage a diversity of age, which are more likely .
21. BI Ride should be a loop to get people from Winslow Way up to High School Road.
22. Prioritize non-pedestrian ways to get to service centers.
23. Get service centers connected.

24. Trail connectively – Portland built great structure – amazing what happens when you do that, build it and they will come.
25. Support connectivity – and transportation and development of neighborhood centers –
26. Trees. Planning for the City is to plan for that . Do we want trees or roundabout. If you move to an Island with a ferry then you're going to find traffic. Deal with the issues or move somewhere else.
27. The city doesn't want more cars on the bridge, the region does. Once the ferry goes to a reservation system, the ferry holding area and SR 305 will be adequate.
28. Transportation is part of green and well-planned. How do we figure out how to be a less car-centric community.
29. If you go to Bloedel it's difficult to get out, but do you want to put a light there, because it will further congest 305. Fewer lights and more roundabouts might have better traffic.
30. But, if you have to get across the highway, and you need lights do that.
31. More traffic, more pollution. Better traffic flow.
32. If you widen the roads, then you'll have more cars.
33. Not if you have fewer cars.
34. Safer for cycling, more bus transportation,
35. People are going to drive their cars. I don't know anyone who rides the bus because there is a social stigma to stand on the bus. I ride a bike. I don't need a bike lane because that's how I grew up.
36. Kids are driven to school every day by parents, it's a social issue that we're facing there. We need to change the way we instruct kids, so that they know they have to ride the school bus, drive less. Have to educate them of the impacts of driving will have on their future.
37. Kids use cars much less. Is a generation people that are using cars less, but they can't afford to live there.
38. Concurrency for bikes and pedestrians for our roads. City would have to plan to improve roadways for bikes and pedestrians. That means new development would have to serve bikes and pedestrians.
39. Multiple layers of government. When they close the Edmonds ferry training, they direct traffic to BI. State policies, County Policy, BI policy, sometimes are in conflict. Dependent on quality of life on ferry. If they raise price to $15 for passenger- would reduce number of people going to Seattle.
40. But that would be penalizing a group of citizen by raising price.
41. Green well-planned means drive less, more public transportation, more buses running more places.
42. Wider roads, slower speed limits so pedestrians and bikes can co-exist with drivers.
43. More space between moving cars and parked cars. Make it as pedestrian friendly as possible.
44. City has done a pretty good job of clustering development but hard to get from place to place.
45. BI Ride is a good start and should be expanded.
46. Setting up for the future of transportation. Community that is friendly to it. Walkability and bike paths. Not really walkable.
47. Would love to be able to walk from the south end of the island. Not safe.

ATTACHMENT #3 TRANSPORTATION ELEMENT – PUBLIC COMMENT

48. Trails are connecting all across the island. Bikes are the most dangerous thing. Large bike community. Not safe for bikers. Delinquent in services. Transportation element will be coming up in Plan. Very important.
49. Is it possible to combine motorized and non-motorized plan?
50. Bainbridge is a small island. You can ride your bike everywhere.
51. Build some bike lanes!! The City needs to hear it's a priority.
52. Need wheel chair access to green areas, parks, etc. Often wheelchair users are forced into streets because of obstacles. Encourage infrastructure for mobility.
53. Speed limits are a little high.
54. Would like to see greater emphasis on off road trails.
55. Encourage walking and community parking areas so community can meet. Stop making planning decisions based on vehicles. Why aren't more kids riding the bus?
56. How can we better serve the kid community - Kitsap Transit? Carpools? Carpool parking? Transit currently based on ferry schedule in a.m. and p.m. and prevents kids and folks working on the island from getting places during the day.
57. For a variety of reasons, we have to find a way to get out of their cars - safety (no shoulders, bad traffic) - how to make running alt forms of transportation affordable to the entity running these alternative modes of transportation.
58. Winslow Way cannot survive if it is closed down because it cannot survive with those who live within walking distance.
59. Would love to see less driving, more walking, and more sidewalks, like a regular transit loop around the Island for running errands. Business that represent a broad spectrum, not just a tourist business. Connecting the waterfront more to the downtown.
60. With the city services, require composting, local bike rental, Leave a bike.
61. Need safer biking. Need more off road bike paths. Would love to see a municipal commercial compost site on the island. And our own electric utility so we can have more solar panels.
62. We have a lot of good stuff happening, but City can support infrastructure for non-motorized. Less pedestrians and equestrian. If you aren't paying for the separated facilities, then you have to slow speeds. Need to be able to slow down, talk to your neighbor. Need to talk about LOS for walking and biking.
63. Need to encourage ADA infrastructure, wheelchair mobility.
64. Transportation is key for green community.
65. What happens if State says we get a four lane highway. If you widen the road where are you going to put the cars.
66. One of the keys is the midday riders on public transportation. It should be a local priority. When Kitsap Transit runs out of money, we should be making sure that BI is still serviced.
67. Visconsi could have been asked to get a bus stop at their development. We do not want to plan by wishful thinking but by reality.

68. If we have a new bridge and four lane highway discussed at Olympia. Not being implemented/ built right away, but $$ from Olympia will maybe fund beginning the discussion.
69. Needs to be easier for people to get across SR305.
70. Maintaining service to Seattle is important to keep that attractive.
71. There should be a boat haul out facility on Bainbridge. Would promote the sailing community.
72. Equestrian trails could use more work.
73. Need a multiuse trail along 305. STO will be built this year.
74. Important for the city and park district to work together on trails. For instance, the Hawley cove park trail should be designed for commuters, and won't be for bikes.
75. There is a lot of sensitivity between bikes and walkers, and most trails should accommodate both. Some trails should be just for walkers.
76. The electric golf carts should be driving to the ferry to help alleviate parking issues.
77. The city should be proactive in getting the park district to think beyond recreational use of trails.
78. Old neighborhood trails/ paths should become public.
79. The city is losing paths when development happens.
80. Trail by point white/ crystal springs eventually got blocked.
81. Could there be a policy to require a trail with development? Could we limit liability?
82. The city was development without pedestrian permeability in mind.
83. Do we need more boat launches for bigger boats?
84. Never seen the fort ward boat launch overwhelmed. The city gets complaints about the ramp at Fort Ward not being as safe.
85. We don't have the infrastructure downtown. Super blocks, with very few connecting streets, roads are jammed.
86. How do we get people out of cars? Walking and bike paths that are not immediately adjacent to roadways would make it safer and more attractive.
87. Recreation and transportation need to be coordinated. City and Parks and Schools should work together on transportation system.
88. LOS for pedestrians and bikes. There isn't one common solution for every road.
89. LOS is the tool we use to measure how good it is for different users. A tool to measure how close we are getting to our vision.
90. Bike lane on Madison is scary. Would not allow kids to ride bikes to school.
91. Comprehensive Plan should incorporate LOS standards
92. There is no alternate route to get to south end. You have to go down Winslow Way.
93. Parking on Winslow Way should be back-in angle.
94. Discussed infrastructure particularly non-motorized concerns and trail systems. Also discussed the possibility of proposed impact fees for new development.

95. Discussed mobility and how transit and certain programs such as BI Ride can benefit the community.
96. Inside Winslow, as a policy, would like to be more lanes that go to the ferry (i.e. turning left into BIMA from WW headed east).
97. Mitigation for traffic impact of new development- impact fees? I don't want to pay for private developers' development. Federal dollars should be used to benefit the community as a whole, not just one development. Development should pay for itself.
98. We have narrow and windy roads being traversed by bikes, pedestrians and cars. Needs to be a subject of a coordinated view, not just trails. Improvements should be an accelerated non-motorized, our portion of the Sounds to Mountains bike/pedestrians should receive priority
99. The characterization that the roads are good is true for the arterials but not the back roads. 3rd world roads. Some of our neighborhood roads are in poor condition. We are a wealthy community and small roads have shoreline home with peeps paying a lot of taxes. Once we reach a population of 25k we will take 305 over,
100. We are a transportation corridor; the highway is a key element of future transportation. What does that look like? Is it 3 lanes with a carpool lane? Still would like as an island to look at the main commuting routes, are they safe?
101. Not every road needs a bike lane. If we are concentrating on 305 are we looking at the roads that feed into 305? Also, as we expand or improve roads, we need to look at impacts such a stormwater runoff. Re: large open spaces; make sure we don't harm those areas.
102. Would like to see walking and more bicycles along the highway route. The arterials feeding into the highway should be focused on. Like the idea of a roundabout at the casino. A two lane roundabout works in England. Would rather see alternatives to the widening of the highway.
103. Non-motorized transportation--Sounds to Olympic trail, regional transportation is an important issue.
104. Need to have public transit where enough trips are generated to make travel convenient.
105. Living on the north end--roads are so narrow, would be great to have trails parallel to the roads for walkers, bikers, strollers, wheel chairs.
106. Speed limits in some areas are too high--dangerous for drivers and non-drivers.
107. Difficult to acquire ROW for the purpose of stringing together trails etc.
108. 305 expansions- I don't know if our community can even support that.
109. As a City we just can't ignore the highway and the bridge. I expected that when we became a City we would deal with that.
110. Better mass transit. Needs to be partnership. If we just add another lane, it will be just a matter of time before it's equally as congested.
111. I live in town. People with mobility issues have a hard time using the ferry. The request from to the ferry for assistance is there to request, but they often do not

have staff there to implement the request. Hard to get information from ferry that is not useful.

112. People are excited about BI ride. And I am trying to get the word out to seniors about it. There is misunderstanding in the community about whether bi ride is only a routed service, but also has the door to door pickup.
113. We need more bike lanes to make biking safer, and there isn't enough awareness of how difficult biking can be.
114. Island demographics show aging population, less likely to use bikes.
115. The sidewalks inside Winslow (besides WW) need in repair to support the more dense development.
116. If people are coming onto the Island, the ferry parking management is not great. Why not a good kiss and ride for the ferry facility.
117. Vision Zero is an international effort to eliminate deaths on roads, NYC is working on slowing speeds on roads. Seattle is also looking at lowering speeds. Pedestrian death directly linked to driving speed.
118. Thinks that BI Ride is great, would like to see it on Sunday, but knows that ridership needs to be promoted.
119. Access buses don't run on Sunday, and standard buses stop at 8ish, so don't run late. With development review, would like to see concurrency requirement for bikes and pedestrians.
120. Supports more bike paths or walking paths.
121. Supports separated paths and/or trails.
122. The island is changing and how do we plan for that.
123. Do we have an island-wide transportation plan?
124. Sportsman Club and New Brooklyn traffic is a problem.
125. Bridge replacement within 20-25 years, it doesn't hurt to think ahead for the traffic flow.
126. Traffic will continue to grow on 305.
127. Parking downtown core is an issue for ferry and downtown.
128. It feels like because of downtown parking some meeting rooms can't be used.
129. Would like to see policies like any new buildings in downtown corridor needs to have underground parking.

ATTACHMENT #4 - ISSUES AND IDEAS TO TEMPORARY MOORAGE

1. Good governance – after we come up with a great comprehensive plan, but the plan is not codified adequately. We need to review development regulations to make sure they are achieving what we want.
2. We need to look at our development regulations and ask, "Are they precautionary? Are they looking forward 100 years?"
3. Do you see reusing existing buildings as something good? Every time you touch a building you have to make sure it goes up to current code.
4. I think the City should take a proactive role in terms of regulations, the community wants a green community, so we want to have the code and plan reflect that. The end result does not reflect what the community wants (Visconsi).
5. The comprehensive plan needs to be put into an ordinance with teeth.
6. Got to have the right balance of regulation and profit incentive to have what we want. Municipality proactive with community values.
7. Certification process for business to learn how to learn sustainability - there are models here now that are doing amazing things. Comp Plan could have some "teeth" put into it for sustainability. Show goals and levels of certification , priorities for sustainability. Bellingham for example has stickers noting they've met local benchmarks...wastewater, recycle, etc. People notice these stickers and employers are proud of their internal values.
8. There's room in the Code for things like boarding houses, look at different ways to provide affordability in housing. What's the potential for housing in some business buildings
9. More groups like architects and business owners should be at these meetings. They will implement these ideas. This is community's chance to influence these folks.
10. Better notification for resident engagement – when there are proposed developments in their area and/or proposed regulations.
11. Idea – developers – give credits and/or incentives to creative open space within developments that they are creating –
12. Regulations hard – but difficult without them – particularly green development – possibly encourage new buildings have solar power etc. – that type of approach – other – city role – appreciation community wide effort not just government – and think about ways to better provide communication with property owners pre-development .
13. City has tools of regulation and incentives. Need political and community vision to balance tools.
14. Planning in many cases is excellent, but acquisition is a failure point. Need more creativity in City staff, less reliance on community to coordinate. Goals and intentions of community are clear, but not realized.
15. Support for City's use of eminent domain. Should use this if other ways were exhausted.
16. Green communities take care of all properties. Don't allow any sites to be vacant or blighted. City government can lead here because it has the interests of the whole community in mind.

ATTACHMENT #4 - ISSUES AND IDEAS TO TEMPORARY MOORAGE

17. Need to have regulations and consider impact of decisions. Must enforce regulations consistently.
18. Meetings have to have more meaning. They just can't be for amusement. Comp plan needs more teeth. We had this wonderful community dialogue, end of discussion, on with the status quo. We need to expect an outcome from our activities. We need a return on our investment.
19. The “no annexation” nature of Bainbridge Island makes planning a little simpler. Regulations and codes should not be drawn from different types of communities because of BI’s special nature.
20. Visconsi got there project because it met the zoning . City Hall has to stand behind the Comp Plan, and we do look what we can for our service centers.
21. Island Center and Rolling Bay communities to do there are own plans. Neighborhoods should be doing plans given there are places that need to have more density.
22. Local neighborhoods should have more of an impact on their own communities.
23. Lynnwood Center has a sub-area plan. That comes from the neighborhood.
24. City would facilitate plan, stakeholders are from neighborhood.
25. Lynwood was able to develop because of water service and sewer. Water systems not sewer in the other service areas.
26. There is a disconnect between comp plan and zoning. This time around you can see things that weren't implemented into the code.
27. How do we get to a comprehensive plan being meaningful? That it is an active component in developing our code. I'd like some assurances that this isn't just for amusement.
28. Comp plans needs to be in the code.
29. We want to tie comp plan to code. We learned in the Visconti hearings and decision that it doesn't carry much weight unless the Comp Plan is very specific.
30. Why hasn't been done?
31. Reality is that code is big, and sometime you don't know that there will be a consequence until something happens.
32. Things in different parts of code. Like Trees, one in SMP, one in clearing, one in tree ordinance. Some codes are in conflict.
33. We need one tree ordinance and that tree protection is scattered in different ordinances.

ATTACHMENT #4 - ISSUES AND IDEAS TO TEMPORARY MOORAGE

34. That's part because critical areas and SMP are done as separate areas. We can't do everything at the same time. How do we make sure everything meshes.

35. Differences between state and city code regarding trees on shoreline property.

36. New hospital they cut all the trees away so that you can see the hospital from the highway. Developer should have planted.

37. City should have incentives

38. It’s in code that buffers should be maintained.

39. City doesn't have teeth on their own codes.

40. There are different type of screens and you can' t have the presumption that everyone is supposed to have the same screen.

41. In specific cases the buffer goes away and the City doesn't come back.

42. Major compromise when we built the Safeway. City here to serve the business, money and own self-interest.

43. Perhaps it’s not the City is not enforcing, perhaps you don't understand the requirement.

44. We'd like to see specific regulations, we'd like to see code compliance.

45. Many developments get approved with conditions, and those get lost.

46. Lack of continuing enforcement to make sure things in the permit are maintained over time.

47. Use impervious paving. Why don't we use those more often?

48. Seattle has a chart you can download, have to obtain a certain goal, certain number of points for using surface water being reused. Encourages rain gardens, paved surfaces that can collect underneath. There are some policies a city can encourage thru zoning.

49. Pavers are hell on earth for people in wheelchairs, they damage them.

50. Bill saying pavers are rough to walk on as well.

51. Promote and codify ideas (Living Building Challenge) that may be leading edge Green Ideas instead of treating these ideas as one-offs.

ATTACHMENT #4 - ISSUES AND IDEAS TO TEMPORARY MOORAGE

52. Land Use Regulations - there are cynics in the group. Regulation to create a legal framework is necessary because people are not usually altruistic and "do the right thing" - and there are consequences to not having codified rules.
53. As a rural city with high density low-density, sometimes the regulations appear favorable to high density, not low density. Winslow is almost grid, but not in north or south BI. Maybe there should be two sets of regulations for high and low density.
54. I think we are a well-planned community, but we're not green. I'd love to see both. We need model codes to help us get there and we don't have run right now.
55. We have big ideas then we don't have the codes that walk to walk.
56. The City needs to allow for a "tiny home" community and needs to change the regulations to make it happen.
57. The city needs effective rules and penalties. Code enforcement needs to have teeth.
58. Regarding city regulation: when development occurs, it calls for analysis on air quality under SEPA. There was no review of the Visconsi project. No meaningful review was completed.
59. What we have in the Comp Plan now regarding affordable housing is quite strong and calls for the City to be proactive. It's the implementation that needs work.
60. SIGNS
61. I could do without a lot of signs, more and more signs are going up. New welcome to Bainbridge sign. State seems to be free with people putting up signs on the highway, more no parking signs on Manito Beach. Official, more signs.
62. All the commercial signs bother me. Downtown
63. Tremendous amount of commercial and municipal signs
64. 20 no parking signs
65. Can't you have one sign that says 100 feet no parking
66. Commercial signs for everything imaginable.
67. Relative, no billboards. Core does seem to get cluttered with sandwich boards. It can get out of hand.
68. A lot of 305 signs, I don't mind the sandwich boards.
69.
70. Visconsi brew ha-ha was a regulation and enforcement activity. Was that being done in a way that was for the attractiveness and health of the community.
71. Most people felt like the rules and comp plan weren't in alignment.
72. Code must be stronger.
73. Comp Plan has to require that the code be consistent with it.
74. Regulations need to match the code.
75. It's not just Visconsi this has been going on for 10 years. Group was disappointed that Comp plan wasn't used in Visconsi. Tendency to look for environment important.
76. Key responsibility of Council to make sure comp plan and code in alignment.

ATTACHMENT #4 - ISSUES AND IDEAS TO TEMPORARY MOORAGE

77. Stay involved in the process until regulations are in place.
78. Comp plan has to be transferable to the code
79. I have an editorial from ten years ago that says comp plan has to be put into the zoning code.
80. Change the zoning code to allow for smaller houses on a smaller area.
81. Composting toilets.
82. In 2017 it will be mandated that we do low growth development (low impact), the city has a lot to do. Major stormwater change. Have to put the pollution of Puget Sound in context.
83. We need to look at it as regenerative/restorative.
84. There are things we could do at the outfalls.
85. There are big and small problems and just because it's small doesn't mean it isn't a problem. Need to look at a local scale.
86. Not just stormwater, it is surface water as well.
87. Need change in policies and regulations about where cell towers may be located. City should also be more proactive in using old-fashioned AM radio for communications during emergencies
88. City should exercise oversight in determining what existing facilities have in terms of emergency backup (battery powered, generator powered?)
89. City should lead specific neighborhood planning efforts.
90. Can we develop code that requires porous pavement and gravel when possible? What can we do to encourage less hardscape?
91. Low impact development standards--Comp Plan should reflect deeper commitment. We have many tightlines dispersing to the Sound, is this still what we want?
92. There are no permitting requirements that require retrofitting existing development to improve stormwater.
93. Gray water--fine tune regulations to make it easier to reuse. Difficult to get permits to dig a pond. As water supplies get tight, it will make it harder on farmers.
94. Every water system should be required to meter and charge based on consumption.
95. What about incentives to decrease water usage.
96. Good governance is honoring BAS and not succumbing to development pressure.
97. Precautionary principle" should guide us.
    he Plan
98. is not codified adequately. We need to review development regulations to make sure they are achieving what we want.
99. We need to look at our development regulations and ask, "Are they precautionary? Are they looking forward 100 years?
100. The biggest issue has always been that if it is not codified in code, it doesn't matter what the comp plan says.
101. Very difficult to prove that development will impact services…. Get creative in that battle.
102. There is a disconnect between code and what citizens want - fix this. Asani, for example. Rules don't always follow what Comp Plan says.
103. Comp Plan is now out of date and the Code and the Comp plan need to come together. Who is tracking that changes to one follow to the other.

ATTACHMENT #4 - ISSUES AND IDEAS TO TEMPORARY MOORAGE

104. Recognize city regulatory climate – creating incentives for type of development and/or expansions for businesses and living here.
105. Farmers want to develop a farm stand but would the code allow it?
106. Promote people to work at home. Code needs to remedy limits to home businesses.
107. Visconsi shows that community has feelings but no voice. Codify ideas.
108. City code did not implement or codify the Comp Plan. That is why we are meeting.
109. The Island has a lot of jobs that don't need an industrial base (think architects/artists.
110. Should the school district help to support future citizens to be in a cerebral job?
111. Yes, there will be specific code amendments that will come out of the comp plan.
112. If you read our sign ordinance, it is hard to understand. Carmel uses pictures in their Code. Why don't we do a little digital? Put pictures in the code so they can look at that and don't have to dig through all the Code.
113. The council used to be more involved. Right now the planning director has a lot of power to make decisions. She has the sole authority over SEPA. Too much responsibility for one person.
114. One person should not be green-lighting a development.
115. The problem is that it's a structural issue, development thresholds. Surprised that the planning commission does not have more power. Could be remedied. Shocked by the hearing examiner process.

ATTACHMENT #5 ISSUES AND IDEAS TO PRIORITY BASED BUDGETING

1. The City's transparency efforts are increasing with the Community Engagement Specialist.
2. Turnout for these meetings indicates a healthy community.
3. The missing ingredient before has been public involvement.
4. Is there some way to continue what is going on with these comp plan workshops?
5. Why isn't the Comp Plan being implemented? Agenda favors development.
6. Has the impression that development is favored. To try to promote commerce, is a simpler to have things streamlined. Not sure if it is special interests that city panders to.
7. Question: How can communication between government and citizens be increased and improved
8. Good leaders don't listen to "yes men" or people who always have their ear. Good leaders listen to the dissenting voice
9. People who are satisfied don't come to meetings and speak out. It's the people who are dissatisfied who speak out
10. To change government, you need to change the culture. There is a machine that wants to perpetuate the existing culture, it's about money and power
11. Need to get the word out better so that more people come to these meetings
12. Not everyone is on Facebook or social media.
13. Better outreach would bring people out who don't already have an issue, get them engaged.
14. We have little power groups on the island. Leadership is elected to represent The People, but who are the People? Non-profits have a direct line to their council persons, who then support special causes that don't maybe represent The People.
15. Who represents the people who are just staying at home?
16. We need to support our elected officials and staff in their work.
17. We're understaffed in Planning.
18. Providing more services requires more taxes.
19. Public Works has a list of undone jobs.
20. Lack of staffing. It's not the plan, it's the implementation on the land. Constant flow of work coming in. Clock is ticking. So to have staff never get a break to work on community development. Planning and building yes, but the community development doesn't happen. Can you put a threshold on permits, so you can fee up some staff time to that effort?
21. What should the development look like. Improving the checklist the planner has to through. Trails not in GIS or Comp Plan so they weren't on the list of what the planner sees.
22. City, Fire, utilities, Parks, Library, Schools. I'm torn between wanting to hire one person, and use the incredible resources we already have. How do we get this on the Island then hire outside.
23. Discussed how to use the EIS as a tool for new development and also suggested hiring an environmental planner for expertise review.
24. The ward meetings are a great session for getting out to the community.
25. Can't understand the two types of city council meetings, and how they are different.

ATTACHMENT #5 ISSUES AND IDEAS TO PRIORITY BASED BUDGETING

26. The city website is always being improved, but can always become more intuitive and better. Keeping those communications up to date and the most transparent.
27. Does Intergovernmental Government Working Group (IGWG) work together? Fire and park bond on the same ballot was not ideal. Needs to be worked on.
28. We have a healthy mix of people on the island not just rich people, we have vibrancy because of our non profs and activism. How can we improve in terms of how people being involved in the comp plan. This process is better, how do we make the web site more accessible. Can we partner more with non profits.
29. We need someone on staff that is an expert in ecology. We do have people on staff. Their views should be heard.
30. Revenue is a fact of life. Disagrees that the city makes decisions just made on money.
31. Money can't be an excuse to not do something. As citizens we need to be responsible.
32. Comparing to a lot of places it is both a healthy and attractive community. We're high, it would be nice to be higher.
33. Keep it there, and improve it.
34. People that have lived here a long , long time feel that it's going
35. Plenty of room for improvement as well
36. Code official has no time to look for problems. Except during process of getting a permit, very little enforcement
37. If the City doesn't deal with the problem, then the Police Department will.
38. A great deal of the PD's resources are used to address social issues.
39. What was missing from the police site conversation was not enough information to give an informed comment. We are left out of the loop.
40. City should work with non-profits.
41. If we maintained the roads and a lot the actual budget that we have to managing the roads to siphoning off to other needs
42. Property taxes are spent on staff rather than roads
43. It takes staff to run a city, we are revenue poor. The problem is on the revenue side.
44. The City is relatively insufficient
45. I know another way we can get revenue streams. Visconsi should pay traffic impact fees for that development. Our City is one of the few cities in the County that doesn't have these fees. They're relying on property taxes to pay for safety, roads, etc.
46. Because there are no impact fees, things are pushed on the citizens.
47. Power was grounding out; it has yet to be resolved. Accommodating more growth, we need to stop expanding our staff and get back to basics. Allow people whom are paying taxes to be serviced.
48. Agree with asphalt is better. BI city staffed up while Darlene was mayor, and our staff is too big. Compared to Sammamish, we have a really big staff. Need to think about staffing when people retire.
49. Staff hiring needs to reflect the desire to stay rural. If we want trees, don't hire staff from Seattle- urban world view.
50. A better police station is VIP- why is it taking so long.

ATTACHMENT #5 ISSUES AND IDEAS TO PRIORITY BASED BUDGETING

51. Need common sense for long term maintenance & repair--although the City has done better in the last 2 years.
52. Support police indecent advisory commission
53. Question: How do people feel they interact with the government? Do people feel
54. heard? Is government accessible and responsive?
55. Question: How can communication between government and citizens be increased
56. and improved?
57. Good leaders don't listen to "yes men" or people who always have their ear.
58. Good leaders listen to the dissenting voice.
59. People who are satisfied don't come to meetings and speak out. It's the people who are dissatisfied who speak out.
60. To change government, you need to change the culture. There is a machine that
61. wants to perpetuate the existing culture, it's about money and power.
62. Need to get the word out better so that more people come to these meetings.
63. Not everyone is on Facebook or social media.
64. Better outreach would bring people out who don't already have an issue, get them engaged.
65. We have little power groups on the Island. Leadership is elected to represent The People, but who are the People?
66. Non-profits have a direct line to their Council persons who then support special causes that maybe don’t represent all the people.
67. The NMTP does have a trouble spots identified. It’s a funding issue.
68. The non-motorized issue is probably ripe for a bond measure.
69. We want green businesses: high tech, manufacturing computers, maybe, something with low impact. Bainbridge is positioned to be the perfect incubator for new businesses. We need to recruit new businesses. There has not been any recruitment effort on the City's part.
70. So what proactive role does or should the City have to develop the island as a business "Incubator." Tax incentives are not possible because the City needs the taxes. The high cost of permit fees on this island is ridiculous compared to Port Orchard. Where in the City's budget can they cut to give incentives?
71. The current Comp Plan does not have any benchmarks, indicators to measure success of goals. The City is so insular.
72. City could support public transit. Would ease parking. Businesses could support, too, to relieve downtown parking.
73. Considering high value on arts in the community - what is the role of the City? When City funding diminished, organizations did not fold.
74. As far as affordability. I’d like to see the City adopt a policy of conservatism. We burn through millions. We spent $50k for a sculpture. Every City Council meeting its $40k here, $50k here, and then the law suits! This is going on for 20-25 years.
75. The City needs to make a commitment to the downtown. For example, not enough trash pickup. A basic thing to take care of but the message is City doesn’t want to pay for extra service. Downtown Association and Chamber do make an effort, but there needs to be a

piece of the City that is heavily committed and involved in bringing tourism.

76. If ten types of businesses were identified…is that something we can encourage? Work with the Chamber, BIDA, and the City. We need a mercantile conveniently located.
77. Jerri saying it's our job to go recruit, City needs to provide a tax incentive. Seattle is very aggressive in their recruiting.
78. It is not an easy thing to do business in the state of Washington. COBI could provide a small business consultant as a liaison from the City to help navigate codes, etc. "Here is what I would like to do. How could I achieve that?"
79. Hire more police with specialties in certain areas.

ATTACHMENT #6 ISSUES AND IDEAS RE CITY COORDINATION WITH OTHERS

1. Does City Council set leash law for metro parks? Does that mean we cannot have an off leash park? BIMPD and COBI are trying to coordinate leash laws/rules.
2. We should look at turning all the parks over to the BIMPD. There should be a long term plan to turn the Senior Center over to them as well.
3. A lot of our parks are former hazardous waste sites that have not been cleaned up completely. Pritchard Park had to put up signs about creosote contamination, but the sign disappeared. Cleanup stopped at Strawberry Park because the City ran out of money.
4. There are a lot of issues with City owned property that needs to be rectified.
5. How can the City help us get enough exposure to entice people to come to our parks? Lost our exposure on a website.
6. Our parks are primarily for the residents. I don't think we should be enticing people to come them when we pay for their maintenance.
7. Can we require the County to have facilities on the Island.
8. Transportation to County facilities
9. The WSF diesel engines makes for worst air quality. If we could change our boats to smaller boats then service more frequent, and smaller engines. The WSF engines should become LNG.
10. Does helpline house periodically sit down with city to discuss needs.
11. City and County should work together with State to find creative ways to deal with septic issues.
12. Partnerships with Kitsap Transit, Senior Center, etc. need to be promoted.
13. Coordination between Parks and the City would be helpful.
14. Would like to see more transparency between KRCC and City, such as the SR305 situation.
15. SR305 and the bridge are a huge issue. Widening the bridge helps people from the outside and not the island. Not a benefit to us. Why make it easier for outsiders?
16. Lots of outside pressure from outside to widen highway and bridge. We need to look at this carefully through our lens and not let it be imposed on us by the rest of Kitsap County. How will it affect Winslow parking, various intersections?
17. Seattle is a diverse economy nationwide. Rotterdam unloads their ships/ trains with driverless vehicles/ trains. West coast ports need to catch up.
18. US Post Office space, for example, has space that could be used much better.
19. Collaboration and cooperation is very important between taxing districts and between those districts and nonprofits that are performing community services. The one call for all list is LONG- variety of many organizations. Best way to optimize the resources that we have, and to encourage to concept of a village. the city should make this clear in comp plan.
20. I'm asking our city council to ask the growth management hearings board to ask for a change to the GMA to get Bainbridge out of planning under the GMA.

ATTACHMENT #6 ISSUES AND IDEAS RE CITY COORDINATION WITH OTHERS

21. Need access to green space, a requirement with easements to encourage alternative transportation. Nee d to talk to the parks dept.
22. Year round school would improve transportation.
23. Fire flow not sufficient to fight a major fire on the Island. Vancouver BC has a fire contract.
24. Collaboration and cooperation is very important between taxing districts and between those districts and nonprofits that are performing community services. The one call for all list is LONG- variety of many organizations. Best way to optimize the resources that we have, and to encourage to concept of a village. City should make this clear in comp plan.
25. I'm asking our city council to ask the growth management hearings board to ask for a change to the GMA to get Bainbridge out of planning under the GMA.
26. BI is unique in the state of Washington, and the GMA should be changed to reflect that.
27. Need access to green space, a requirement with easements to encourage alternative transportation. Need to talk to the BI Municipal Parks District.
28. Does City Council set leash law for metro parks? Does that mean we cannot have an off leash park? BIMPD and COBI are trying to coordinate leash laws and rules.
29. Much of the groundwork needs to be led by non-profits. Not just the City. It needs to be the community getting together too.
30. The fire dept. has a requirement to respond first for medical.
31. What about multi- units showing up for emergencies
32. Luke Carpenter: the 911 operators have criteria based responses. Depends on whether you get EMTs and/or a paramedic. 8 people total respond for advanced cardiac arrest.
33. Whether the fire truck comes depends on if "medic" staff is in the fire truck.
34. Different resources are located at each of the 3 fire stations, so dispatch depends on emergency
35. BIFD does a lot of CPR training, information on website.
36. No one responded to an "emergency" because no one was injured. But needed help when large tent turned over at big event.
37. All 911 calls go to central dispatch in Bremerton. For instance Poulsbo, Kingston or Suquamish emergency units & law enforcement is dispatched based on distance and availability.
38. How much would a portable defibrillator? The cost has come down. CPR class teaches how to use a portable defibrillator.
39. Portable devices may be in squad cars. BIFD CPR classes monthly.
40. We have to accept state mandates and plan for growth but we should think about opting out of GMA, it's not relevant to an island. Clear land boundaries make us different from other cities.

CITY OF BAINBRIDGE ISLAND
CITY COUNCIL AGENDA BILL

PROCESS INFORMATION

Subject: City Dock Improvements Professional Services Agreement	Date: April 21, 2015
Agenda Item: Staff Intensive	Bill No.: AB 15-072
Proposed By: Public Works Director Barry Loveless	

BUDGET INFORMATION

Depart/Fund: 2015 CIP: Design @ $225,000		
Expenditure Req: $113,856.00	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 City Dock Improvements Professional Services Agreement on the April 28, 2015 City Council consent agenda.

Background:

In 2013/2014, the City conducted an extensive public outreach program which resulted in the completion of the 30% design efforts for the City Dock.

The City advertised for Request for Qualifications in February 2015 for completion of the design, permitting, and construction support services. A panel consisting of representatives from the Harbor Commission, Bainbridge Island Metropolitan Parks & Recreation District, and City staff selected PND Engineers as the best qualified consultant to design the project.

RECOMMENDED ACTION

Motion:

I move that the City Council forward the City Dock Improvements Design Professional Services Agreement with PND Engineers in the amount of $113,856.00 to the April 28, 2015 City Council 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 PND Engineers, Inc. (the "Consultant").

WHEREAS, the City desires to acquire design and permitting assistance services for improvements to the City Dock in Waterfront Park; and

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

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

1. SERVICES BY CONSULTANT

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

2. PAYMENT

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

[X] Hourly, plus actual expenses, in accordance with Attachment A, but not more than a total of **$113,856.00**;
[ ] Fixed Sum: a total amount of $______;
[ ] Other: _______, for all services performed and incurred under this Agreement, to be billed monthly in equal amounts.

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

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

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

3. INSPECTION AND AUDIT

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

4. INDEPENDENT CONTRACTOR

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

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

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

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

5. DISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

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

6. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until June 30, 2016, unless sooner terminated by either party as provided below.

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

7. OWNERSHIP OF WORK PRODUCT

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

8. GENERAL ADMINISTRATION AND MANAGEMENT

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

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

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

10. INSURANCE

Consultant shall maintain insurance as follows:

[X] Commercial General Liability as described in Attachment B.
[X] Professional Liability as described in Attachment B.
[X] 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 except as described in Attachment A 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:	PND Engineers, Inc. 1736 4th Ave S Seattle, WA 98134-1512 Attn: Jon Keiser

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 April ___, 2015.

PND ENGINEERS, INC.

By [signature]

Name JON B. KEISER

Title VICE PRESIDENT

Tax I.D. # 92-0072819

City Bus. Lic. # 40628

CITY OF BAINBRIDGE ISLAND

By______________________________

Douglas Schulze, City Manager

ATTACHMENT A

Design and Environmental Permitting for
Bainbridge Island City Dock Improvements
City of Bainbridge Island

Understanding: The City of Bainbridge Island desires to improve the public boating facilities at Waterfront Park. This project includes replacement of the boat launch boarding floats, replacement of existing piles, extension of the launch ramp and expansion of the floating moorage. Environmental permit approvals from state, local and federal agencies are required for this project. PND Engineers, Inc. will provide the following tasks under this scope of work.

(A) SCOPE OF SERVICES:

The engineering design and permitting work is divided into the tasks below. Included in this scope of work are the anticipated schedule, exclusions, assumptions, and fee summary.

Task 1. Project Startup

This task includes an initial kickoff meeting and site visit by PND, Harbor Power, and Marine Surveys & Assessments. Specific items include

1. Attend a kickoff meeting with the City and PND, and their subcontractors
    a. Review of current layout, orientation of proposed floats
    b. Review of existing configuration of utilities on-site, and their condition for possible reuse
    c. Review of existing background information including
        i. Existing Geotechnical Investigations will be provided as a basis for this work. PND will review the information and if additional investigations are needed PND will make recommendations for the additional work.
        ii. Existing Surveys - PND will review existing surveys for the site and determine if they are adequate for preliminary engineering and permitting effort. Should additional information be required, the City will be notified and approval received prior to any additional expenditures.
2. Status update of permitting documentation

Task 2. Permitting and Agency Coordination

PND staff has already contacted the appropriate agencies to determine the most effective approach to permitting the replacement and potential relocation of the existing dock. Marine Surveys & Assessments will take over the lead role for in-water permitting as a subcontractor to PND. Key personnel have been identified, and design concepts have been generated in order to determine initial agency concerns and anticipated hurdles. Endangered Species Act (ESA) consultation including preparation of a Biological Evaluation (BE) will be addressed as well. The following scope includes anticipated permitting elements.

1. Pre-submittal Coordination
    a. Project Initiation: PND/MSA will re-initiate contact with the City of Bainbridge Island (COBI) permit review staff, Washington Departments of Fish & Wildlife (WDFW) and Natural Resources (DNR) Habitat Specialist, and the U.S. Army Corps of Engineers (USACE) to re-familiarize the project scope prior to submittal of applications. Agency specific concerns will be discussed and submittal requirements confirmed.
    b. Pre-submittal Site Visit: One site visit with agency staff is included in this task.
    c. COBI Pre-Application Conference: Prepare application documents and drawings, submit and attend meeting with City staff.
2. Permit Application Preparation (By MSA)
    a. JARPA
        1. Complete JARPA form and supporting documentation as necessary for submittal of the JARPA package to WDFW, USACE, DNR and Department of Ecology (DOE).

2. JARPA drawings will be prepared in 8.5"x11" format as required.
3. A Biological Evaluation (BE) including Macro Algae survey will be prepared by Marine Surveys and Assessments. See scope under Subconsultant section
4. Respond to one round of review comments and update drawings. Additional comments will be addressed as additional services and will be provided on a time and materials basis outside of this fee estimate.
5. Mitigation Coordination with the agencies is included in the form of initial discussions and brainstorming with the agencies and City to identify potential mitigation opportunities acceptable to all parties.

3. COBI Land Use Permits (By PND)
   a. Shoreline Substantial Development Permit (SSDP)
      1. PND will complete application for SSDP and prepare drawings based on the 30% preliminary design layout prepared under a separate task. Efforts will be made to use the JARPA drawing information to the extent possible in order to minimize duplicative work. However, the City drawing requirements (18"x24") and formatting may warrant preparation of a separate set of drawing. Scope does not include attending public hearings.
      2. PND will work with the City to prepare a supplemental document to address specific SSDP information.
      3. PND will respond to one round of review comments and update drawings. Additional comments will be addressed as additional services and will be provided on a time and materials basis outside of this fee estimate.
      4. SEPA Checklist - PND will complete the COBI SEPA Checklist form for environmental review by the City.

Task 3. – Final Design, Plans, and Specifications

This task includes the development of the construction plans and specifications for the new boarding and moorage float project after a final concept is selected and permits submitted.

The work will include demolition of existing floats, demolition of existing creosote piles, design of new galvanized steel piles, and preparing performance specifications of new floats. The features that will be fully designed include the potable water system, dry standpipe fire system, and the electrical system. The existing sewage pumpout will be examined for remaining useful life, and if possible, reused.

Design submittals will include 60%, 90% and final packages consisting of the following:

- Preparation of drawings, technical specifications, and contract documents;
- Estimation of construction costs;
- One meeting at Bainbridge Island at each design review submittal for a total of 3 meetings.

The deliverables will include: Review Drawings at the 60% complete stage, Review Drawings at the 90% complete stage with Cost Estimate, Technical Specifications as General Notes within the drawing package, and Project Bid Manual, and Final Drawings (one set of photo copy ready) stamped by a registered professional engineer, Final Cost Estimate, and Final Project Bid Manual based on the ASCE, Engineers Joint Contract Documents (EJCDC) bidding documents. The City will provide PND with written review comments at the 90% complete stage to be incorporated into the final design documents.

The City will have one (1) week to review and provide written comments for each submittal. Review comments that result in significant changes to the design may result in additional engineering costs.

PND assumes that the City will advertise and assemble the final bid package.

Task 4. –Bidding Assistance, Contract Administration Assistance, and Construction Observation

After the final design package is accepted by the City, PND will provide the following assistance during bidding and construction:

1. Attendance at the pre-bid meeting by PND.
2. Attendance at the pre-construction meeting by PND and HPE;
3. Respond to requests for information (RFI's) or addenda during the bidding and construction phases;
4. Review of technical submittals required by the contract documents for general conformance;
5. Site observation visits as necessary at the float fabrication plant to ensure general conformance with the contract documents, two (2) trips assumed;
6. Biweekly site observation visits, or as necessary, to the project site to ensure general conformance with the contract documents, three (3) total trips assumed. Additional visits requested by the City may be performed as additional services;
7. Review of Contractor's pay requests and change orders as necessary;
8. Review of Contractor's record as-built drawings for general conformance.
9. PND assumes that the City will be the primary construction contact, and provide daily construction observations.

(B) SUBCONSULTANTS

Harbor Power Engineers, Inc. (HPE) will be used for electrical engineering work associated with lighting and power needs for the facility. Their scope of work will start in Task 1 and will include the following:

1. Site Investigation & Kickoff Meeting: Attend the project kickoff meeting with the City and PND, and investigate the existing utilities as needed for design.
2. Preliminary Design: Provide a conceptual plan illustrating general intent of the electrical system for purposes of establishing preliminary concept. Conceptual plan shall include light fixture cut sheets for proposed lighting schemes. An opinion of probable cost of the system shall be included. Design shall incorporate the phasing scheme described above. The new electrical system will include the following elements:
   a. Electrical Service.
   b. Pedestrian lighting on floating docks.
   c. Shore power to vessels (30/50 amp)
   d. General purpose (120v) outlets at the end of the float.
   e. Provide power to the existing pump out system at the end of the float.
3. Design Submittals: Provide Contract Documents to include the following items at the various stages of design:
   a. Plans and details (at 60%, 90%, and Final).
   b. Technical Specifications (at 90% and Final) in CSI format.
   c. Estimate of Construction Costs (at 60%, 90%, and Final).
4. Assistance during bidding and construction will include preparation of RFI's and addenda, review of submittals. No site visits are included during construction.

HPE has excluded the following items from the scope of work:

1. PND exclusions above.

2. Low voltage systems including telephone, data, cable TV.
3. Upland work, except for service and feeders from new service to pier. Also excluded is surface restoration of excavated areas due to new underground electrical.
4. Design modifications to structural elements required as a result of routing new electrical feeders.
5. Documentation of existing electrical systems. This scope of work does not include documenting existing conditions, except at connection points for new work.
6. Site work that includes relocation of unknown existing underground utilities due to new construction.

Marine Surveys & Assessments (MSA) will be used for Biological Evaluation preparation and will assist with mitigation coordination, including developing plans and maintenance manuals. Their scope of work will coincide with Task 2 and will include the following elements:

1. Biological Evaluation will be prepared to evaluate the impacts of the project on Endangered Species Act listed species and critical habitat.
2. In-Water Permitting for Federal, State, and Local jurisdictions
3. Mitigation and Maintenance Plan (if necessary) Assistance will include discussion with the City and agencies to identify potential mitigation opportunities as compensatory mitigation will likely be required to offset the impacts of this project.

(C) DELIVERABLES

Scope Section	Description	Deliverable
2.0	Preliminary Design/JARPA Permit Drawings	(1) 8.5x11 PDF Copy
	Draft and Final BE including Eelgrass Survey (completed June 2014)	(1) 8.5x11 Hard Copy, (1) PDF
	JARPA that require owner signatures prior to submittals	(1) 8.5x11 PDF Copy
	Complete copies of JARPA package submitted	(1) 8.5x11 Hard Copy, (1) PDF
	Originals of any and all final permits obtained.	(1) 8.5x11 PDF Copy
	Mitigation Plan (if necessary)	(1) 8.5x11 PDF Copy
	Mitigation Maintenance Plan (if necessary)	(1) 8.5x11 Hard Copy, (1) PDF
3.0	Engineering Drawings for 60% submittal	(1) 11x17 Hard Copy, (1) PDF
	Cost Estimate for 60% submittal	(1) 8.5x11 Hard Copy, (1) PDF
	Engineering Drawings for 90% submittal	(1) 11x17 Hard Copy, (1) PDF
	Specifications for 90% submittal	(1) 8.5x11 Hard Copy, (1) PDF
	Cost Estimate for 90% submittal	(1) 8.5x11 Hard Copy, (1) PDF
	Final Engineering Drawings for submittal	(1) 11x17 Hard Copy, (1) PDF and (1) 22x34 PDF
	Final Project Manual and Specifications for submittal	(1) 8.5x11 Hard Copy, (1) PDF
	Final Cost Estimate for submittal	(1) 8.5x11 Hard Copy, (1) PDF

(D) SCHEDULE

Following confirmation of this agreement by the City of Bainbridge Island, PND agrees to perform the above-described services and to diligently pursue the project and make every reasonable effort to finish all items in a timely manner. The following is a proposed schedule for the project. PND will refine this schedule based on further discussion with the City.

Notice to Proceed (anticipated)	April 2015
Site visit and kickoff meeting (Task 1)	May 2015
Review of Design Criteria Memo	May 2015
Permit Pre-submittal Coordination	2-4 weeks
Biological Evaluation	One month
JARPA Preparation & Submittal (Task 2)	2 weeks, concurrent with BE
Permit Agency Reviews and Coordination:	6-12 months
Building Permit	June 2015
Final Engineering Design (Task 3)	July 2015
Bid Opening	August 2015
Construction NTP	September 2015
Final Completion & Closeout (Task 4)	March 2016

(E) FEE BASIS

PND will provide these services on a time and materials basis up to a maximum of $113,856 divided among the identified tasks:

Task 1: Project Kickoff	$3,300
Task 2: Permitting & Agency Coordination	$9,040
Task 3: Final Design, Plans, and Specification	$40,490
Task 4: Construction Bidding, Inspection and Administration Services	$28,050
Harbor Power	$18,304
Marine Surveys & Assessment	$14,212
Expenses:	$460
Total:	**$113,856**

The task totals may vary slightly but the contract amount will be the sum of the totals. An Hourly Rate Schedule attached separately for work outside of scope.

Assumptions

1. The existing facility is located on State owned aquatic land and a current DNR lease is in place.
2. The City will timely pay all permit review and application fees.
3. City will provide any available information on previous state, local and federal permits for the existing structure.
4. The City will be responsible for coordination with the local tribes.
5. The City will coordinate the actual submittal of the Shoreline Permit and SEPA package to the City as completed by PND to be listed as "agent".
6. The City will provide project background information electronically in CAD format including bathymetry and mooring layout.
7. The City will make available for review and copying any relevant existing data, including existing permit, and as-built drawings of the facility.
8. All existing upland and in-water structures and uses have been previously permitted by appropriate agencies.
9. The City will be the primary point of contact for contractors for bidding and construction. The City will forward design related bid questions to PND for PND or its subs to respond as appropriate. The City

will also be the primary point of contact for all construction management related items including daily inspections. The City will coordinate with PND for construction related questions and PND's biweekly site observation visits.

Exclusions

1. Cultural and Archaeological Resources Survey may be required to satisfy Section 106 or State 05-05 requirements, but is not included in this scope.

Fee Estimate

Work will be billed on a Time & Materials basis with a not to exceed limit of $113,856. Should additional work or funds be necessary to complete outlined tasks COBI will be notified and approval received prior to additional expenditures. A breakdown of these fees is provided in the attached spreadsheet.

PROJECT TITLE: Bainbridge Island City Dock Improvements Revised: 3/27/2015
CLIENT: City of Bainbridge Island

LABOR:

Task No.	Item	Task (Scope of Services)	Senior Eng VII $180	Senior Eng VI $165	Senior Eng V $155	Senior Enviro V $150	Senior Eng IV $145	Senior Eng III $135	Senior Eng II $125	Senior Eng I $115	Staff Eng III $95	Env. Scientist III $120	CAD Designer V $110	Tech IV $90	Total Hours	Labor Cost
1		**Project Kickoff**														
	a.	Attend Project Kickoff Meeting	4					4							8	$1,260.00
	b.	Review existing surveys, utilities, and background information	2			4		8							14	$2,040.00
		Subtotal														**$3,300.00**
2		**Permitting and Agency Coordination**														
	a.	Pre-submittal Coordination	2			4		4							10	$1,500.00
	b.	Permit Application Preparation (by MSA)				4									4	$600.00
	c.	City of Bainbridge Island Land Use Permits				32		8					8	2	50	$6,940.00
		Subtotal														**$9,040.00**
3		**Final Design, Plans, and Specifications**														
	a.	Coordination/Administration QA	4					8						4	16	$2,160.00
	b.	Design Review/Coordination Meetings (Assumed 2)	6					8			6				20	$2,730.00
	c.	60% Design Submittal	12			10	24	32			32		40		150	$18,900.00
	d.	100% Design Submittal	12			10	24	32			32		20		130	$16,700.00
		Subtotal														**$40,490.00**
4		**Construction Bidding, Inspection and Administration Services**														
	a.	Pre Construction Meeting	2					2			4				8	$1,010.00
	b.	Question Response, Addenda and Review	2					4			8				14	$1,660.00
	c.	Submittal Review and RFI's	2					16			32				50	$5,560.00
	d.	Construction Inspection (Assume 10 Visits)	4			8	8	16			60				96	$10,940.00
	e.	Construction Record Drawings	4					8			16		16		44	$5,080.00
	f.	Project Close-Out	4					8			8		8	4	32	$3,800.00
		Subtotal														**$28,050.00**
		TOTAL PND LABOR	**18**	**0**	**0**	**8**	**8**	**54**	**0**	**0**	**128**	**0**	**24**	**4**	**244**	**$80,880.00**

EXPENSES:

Item	Quantity	Unit	Cost per Unit	Expenses Cost
Travel	30	EA	$12	$360.00
Courier Service	2	Units	$25	$50.00
Miscellaneous Copies and Printing Requirements	1	All	$50	$50.00
TOTAL EXPENSES				**$460.00**

SUBCONSULTANTS:

			Subcontract Amount	Markup 10%	Subcon. Cost
1	a.	Harbor Power - Site Investigation Meetings	$960	$96	$1,056.00
1	b.	Harbor Power - Design	$13,150	$1,315	$14,465.00
1	c.	Harbor Power - Bidding Assistance/Construction Adminiatration	$2,530	$253	$2,783.00
2	a.	Marine Surveys & Assessments - Biological Evaluation	$4,420	$442	$4,862.00
2	b.	Marine Surveys & Assessments - Federal, State, and Local Environmental Permitting	$3,400	$340	$3,740.00
2	c.	Marine Surveys & Assessments - Mitigation and Maintenance Plan	$5,100	$510	$5,610.00
		TOTAL SUBCONSULTANTS			**$32,516.00**

Total - Labor	$80,880.00
Total - Expenses	$460.00
Total - Subconsultants	$32,516.00
TOTAL -	**$113,856.00**

Notes:

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: Review Water System Plan Policies	Date: April 21, 2015
Agenda Item: Staff Intensive	Bill No.: AB 15-088
Proposed By: Public Works Director Barry Loveless	

BUDGET INFORMATION		
Depart/Fund: N/A		
Expenditure Req: $ N/A	Budgeted? ☐ Yes ☐ No	Budget Amend. Req? ☐ Yes ☐ No

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

Action Item:

City staff to update City Council on proposed Water System Plan policies.

RECOMMENDED ACTION

Motion:

Information Only.

City of Bainbridge Island Water System Plan Policy Discussion

April 21, 2015

Agenda

- Water System Plan Overview
- Water Service Areas
  - Existing
  - Proposed for Study
- Planning Issues
- Water System Plan Considerations

WATER SYSTEM PLAN OVERVIEW

Department of Ecology's requirements for WSPs

WAC 246-290-100: The purpose of this section is to establish a uniform process for purveyors to:

(a) Demonstrate the system's operational, technical, managerial, and financial capability to achieve and maintain compliance with relevant local, state, and federal plans and regulations;

(b) Demonstrate how the system will address present and future needs in a manner consistent with other relevant plans and local, state, and federal laws, including applicable land use plans;

(c) Establish eligibility for funding under chapter 246-296 WAC.

WSP Objectives

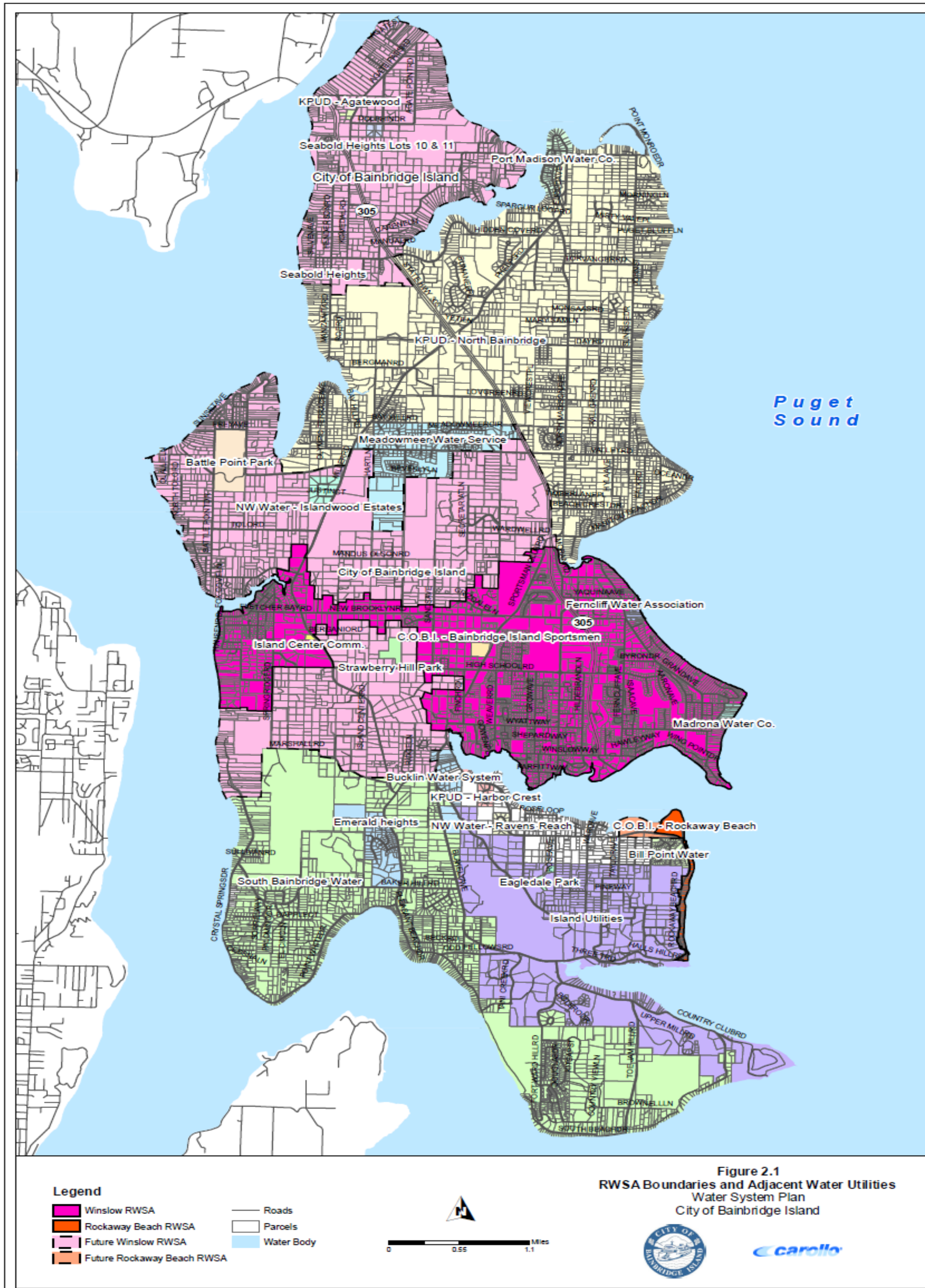
- Develop a basis of planning for the City's water systems by establishing the service area goals and policies and by identifying the retail water service area (RWSA) boundaries for the Winslow and Rockaway Beach water systems.
- Perform a demographic analysis summarizing the household, employment, and land use projections for the Winslow and Rockaway Beach RWSAs.
- Develop accurate demand projections for the Winslow and Rockaway Beach RWSAs.
- Describe and inventory the City's existing Winslow and Rockaway Beach water systems.
- Ensure efficient use of available water resources.
- Analyze the water systems for their ability to meet future water demands and system requirements, ensuring reliable service and high quality drinking water is delivered to future City customers during all conditions of operation.
- Document the City's current water system operation and maintenance (O&M) program.
- Develop a Capital Improvements Plan (CIP) for water system improvements

The Water System Plan will include 10 major elements

- Policies and Criteria
- Basis of Planning
- Demand Projections
- Existing System Evaluation
- Water Resource Management and Water Use Efficiency
- System Analysis
- Water Quality
- Operations and Maintenance
- Capital Improvement Plan
- Financial Analysis

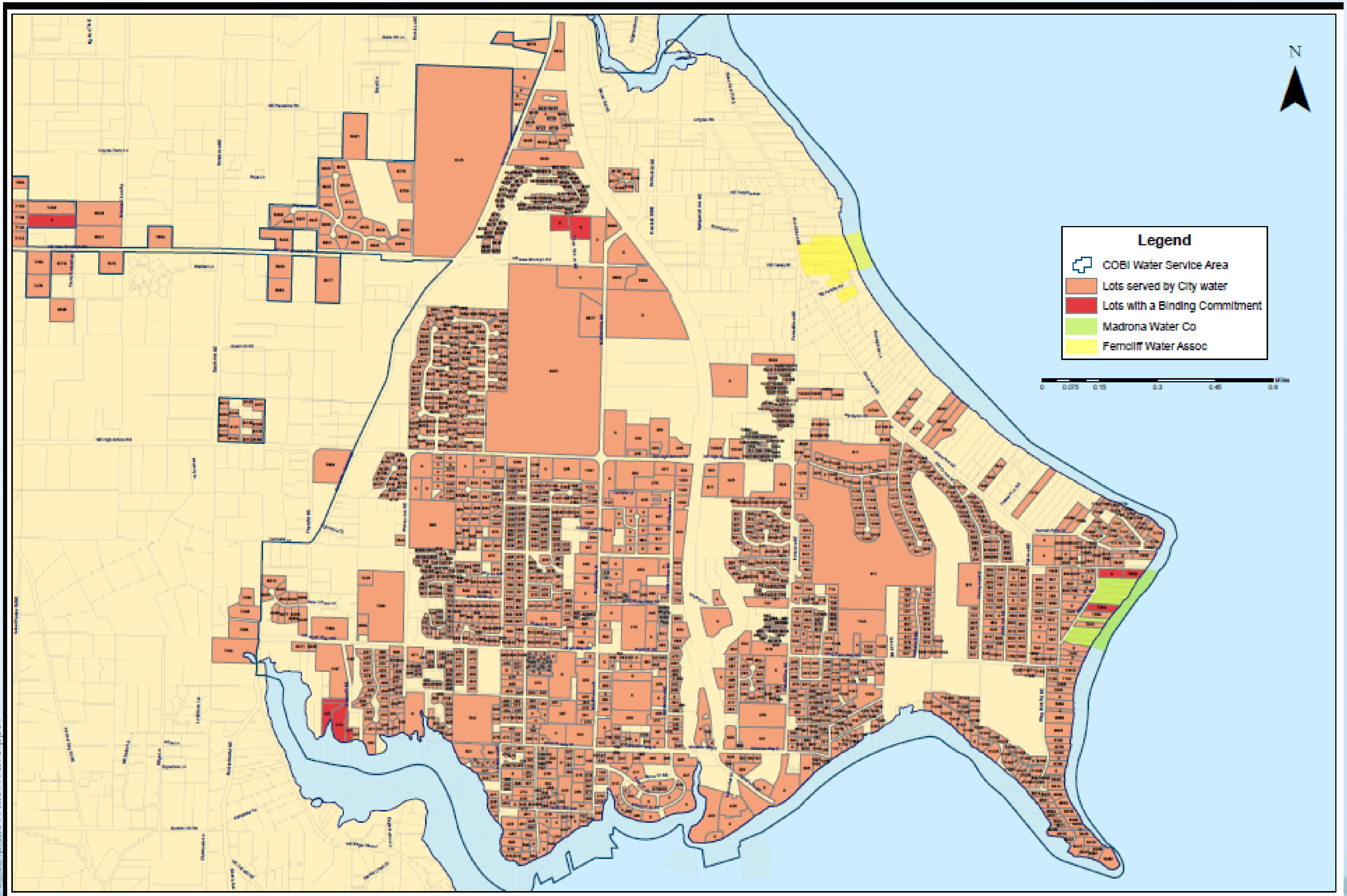
Existing Water Service Area Boundaries

Designated in the *Kitsap County Coordinated Water System Plan*

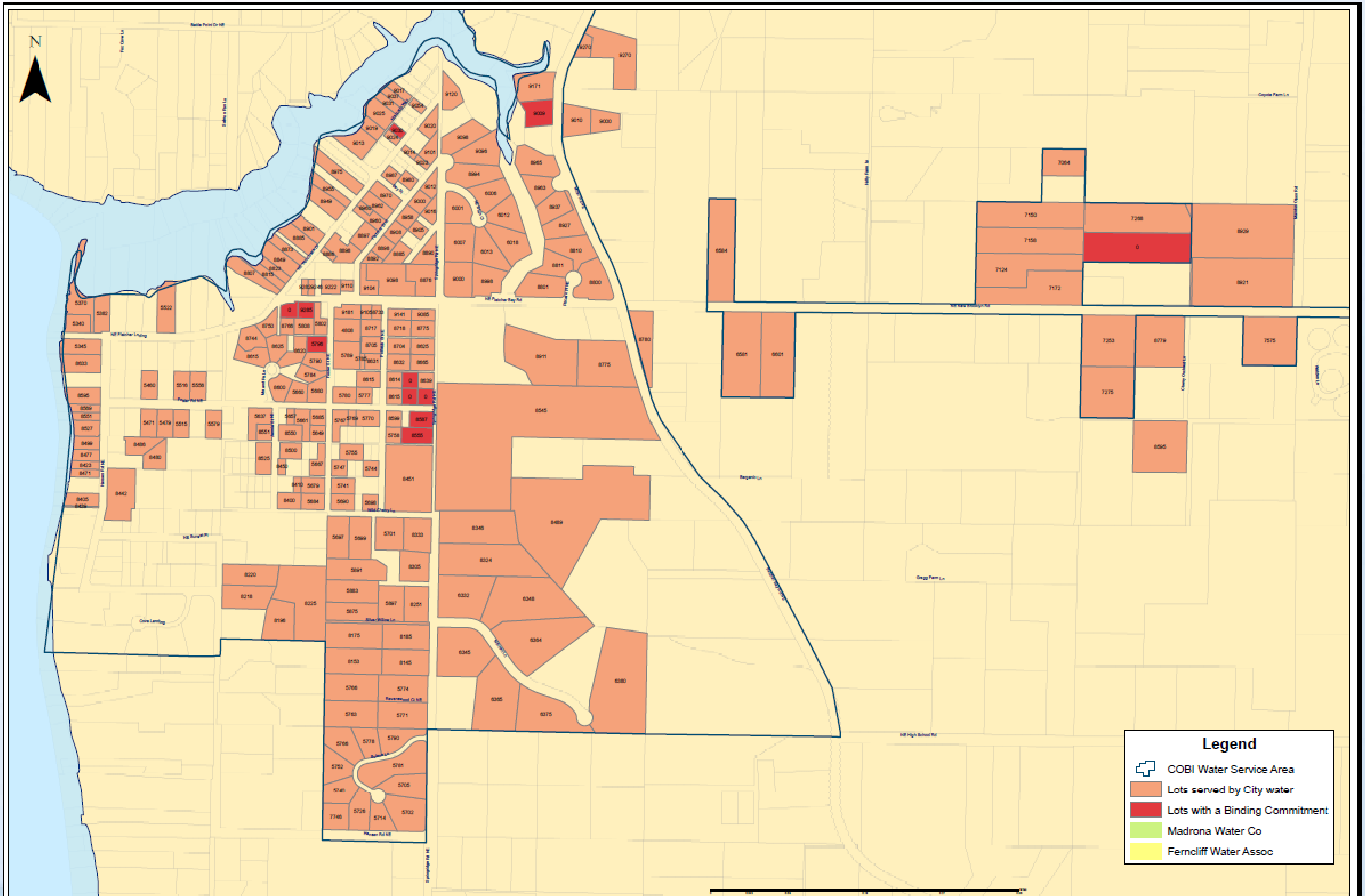


EXISTING CITY WATER FACILITIES

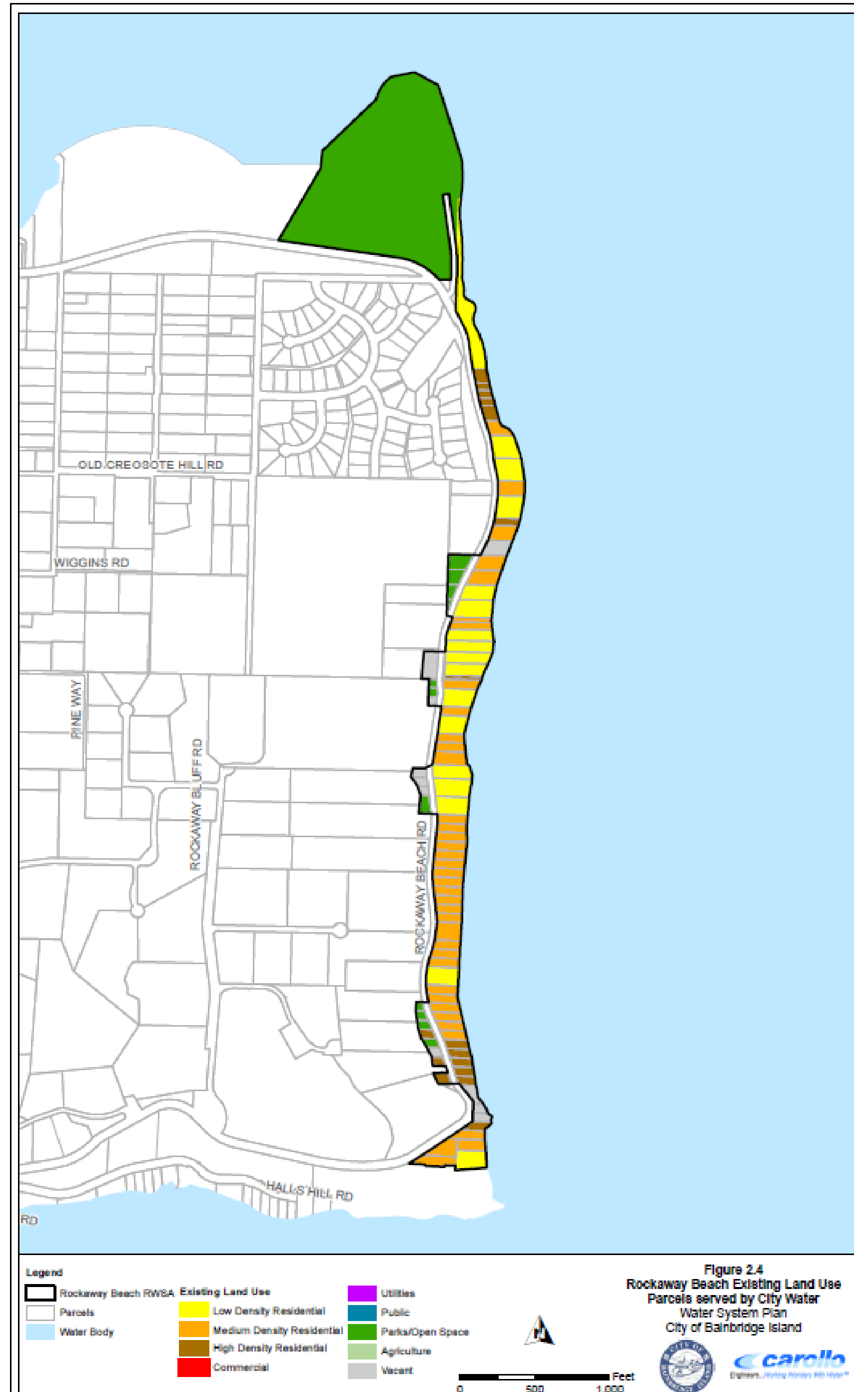
Existing Winslow Water Service Area



Existing Fletcher Bay Water Service Area

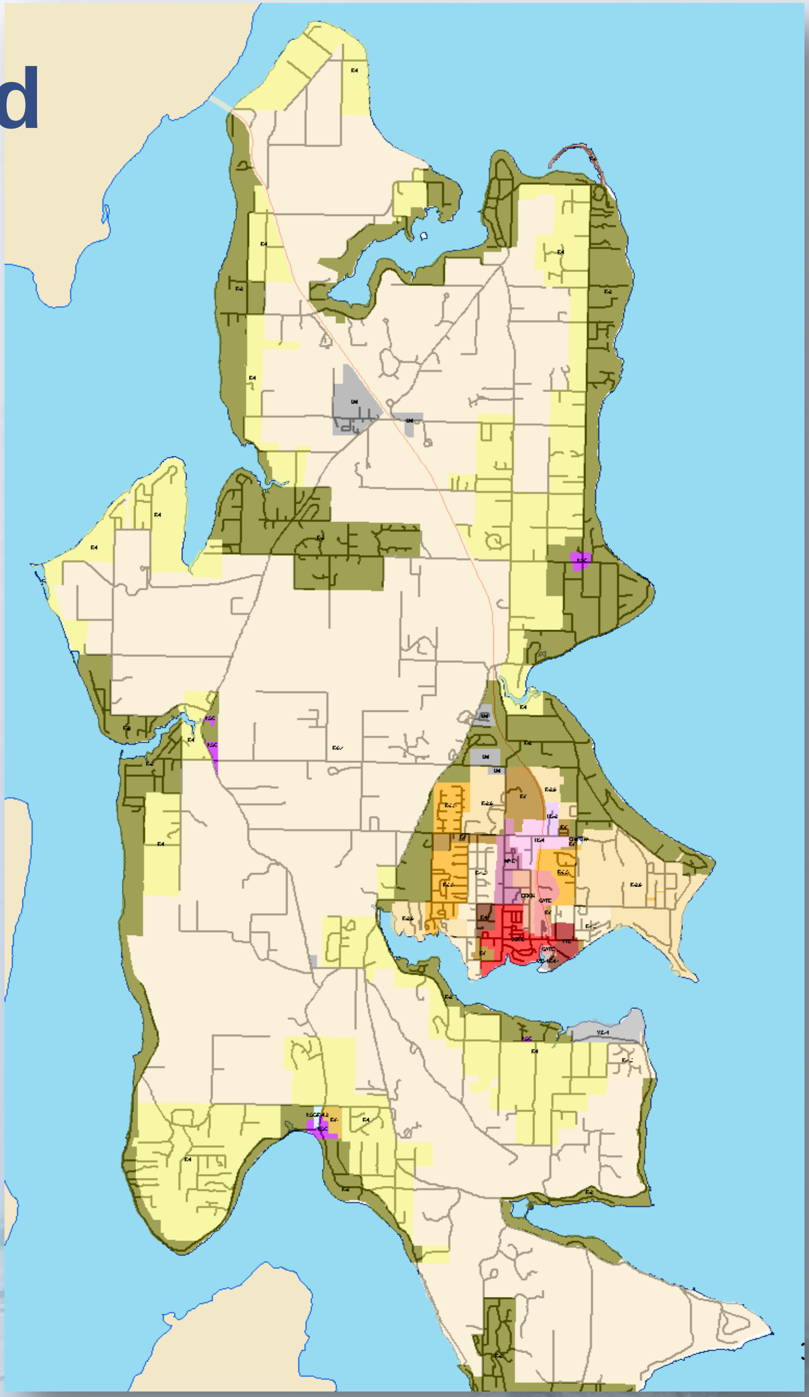


Existing Rockaway Beach Water Service Area



CITY PLANNING ISSUES

City of Bainbridge Island Official Zoning Map



Current Growth Strategy

2004 Comprehensive Plan

- Targets 50% of future Island growth into Winslow
- 5% into the three Neighborhood Centers: Lynwood Center, Island Center and Rolling Bay
- The remaining 45% of future growth into the outlying residential areas

Policies in the Water Resources Element of the 2004 Comp Plan

- **WR 1.1 -** The City shall coordinate with other major private water purveyors, government agencies and citizens to ensure protection and preservation of water resources and to provide efficient high quality Island-wide water service.
- **WR 2.2 -** To protect Island groundwater resources, the City shall encourage the development and expansion of public and private water systems, rather than encouraging shallow or individual residential wells.
- **WR 3.1 -** Development of new public water sources and systems or expansion of existing systems shall not reduce the quantity or quality of existing water supplies below naturally sustainable levels.

Policies in the Water Resources Element of the 2004 Comp Plan

- **WR 3.2 -** The City may elect to facilitate small water system management services by applying to the Department of Health to be an approved Satellite System Management Area (SMA).
- **WR 3.4 -** Engineering specifications of new public water systems and expansions or improvements to existing public water systems to be located within public right-of-ways shall meet standards set forth by the City.
- **WR 3.5 -** Water system infrastructure, which may provide water supplies exceeding local needs, shall not be used to justify development counter to the City Comprehensive Plan.

Policies in the Water Resources Element of the 2004 Comp Plan

- **WR 3.6 -** All purveyors of public water systems shall depict water service areas on maps and evaluate modifications to their system boundaries based on the following criteria:
  - A. There is sufficient capacity to serve the area; and
  - B. The service area modification does not limit the system from providing service to targeted growth areas; and
  - C. Modification will serve a public need or the water system will benefit by such modification; and
  - D. An analysis of the cumulative impacts to the water system resulting from providing service on an individual basis to single parcels beyond the current service area is provided.

WATER SYSTEM PLAN CONSIDERATIONS

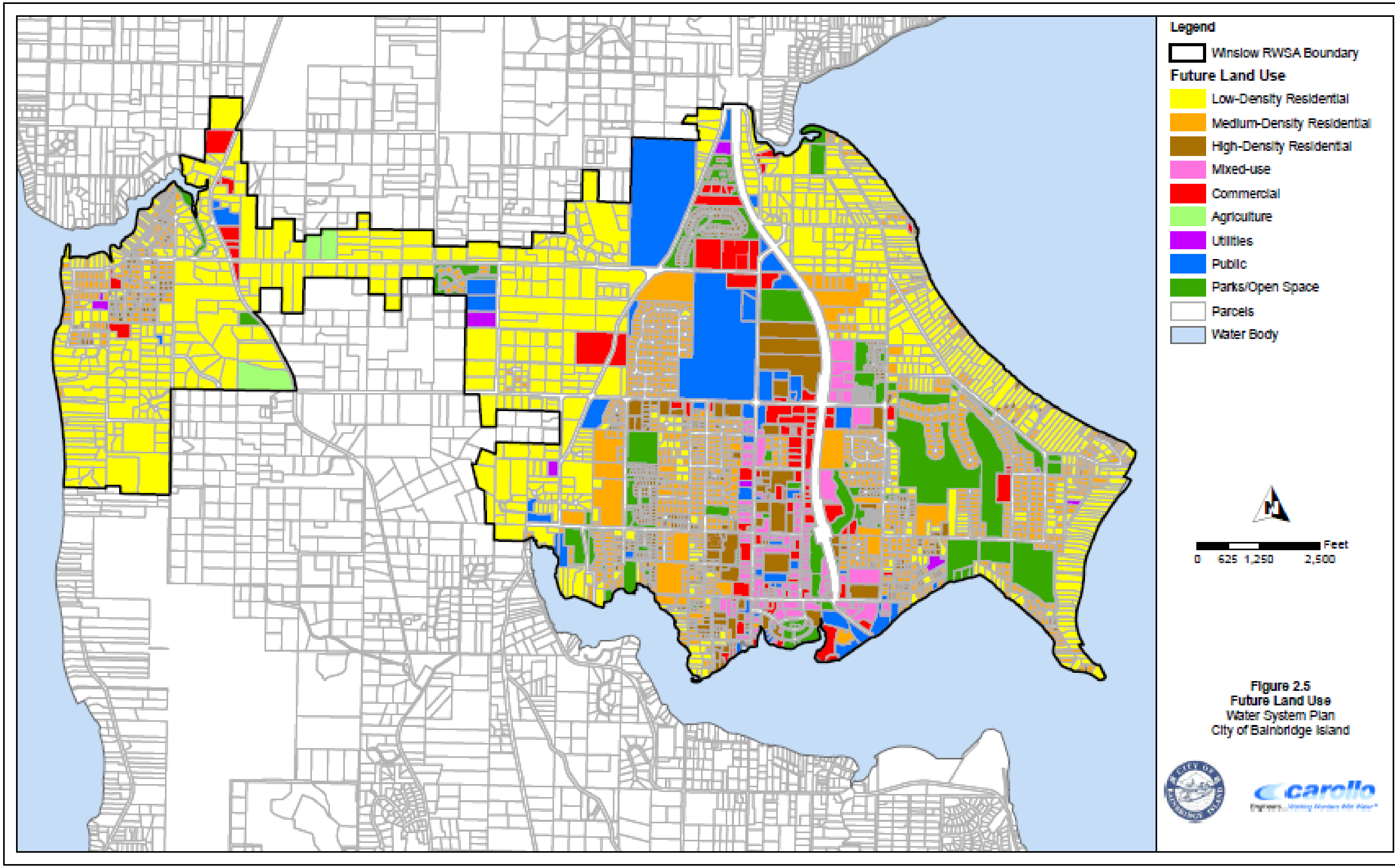
Policies & Criteria are organized in the following categories

- Water service and service extensions
- System reliability
- Fire protection
- Design criteria and facilities
- Financial Policies

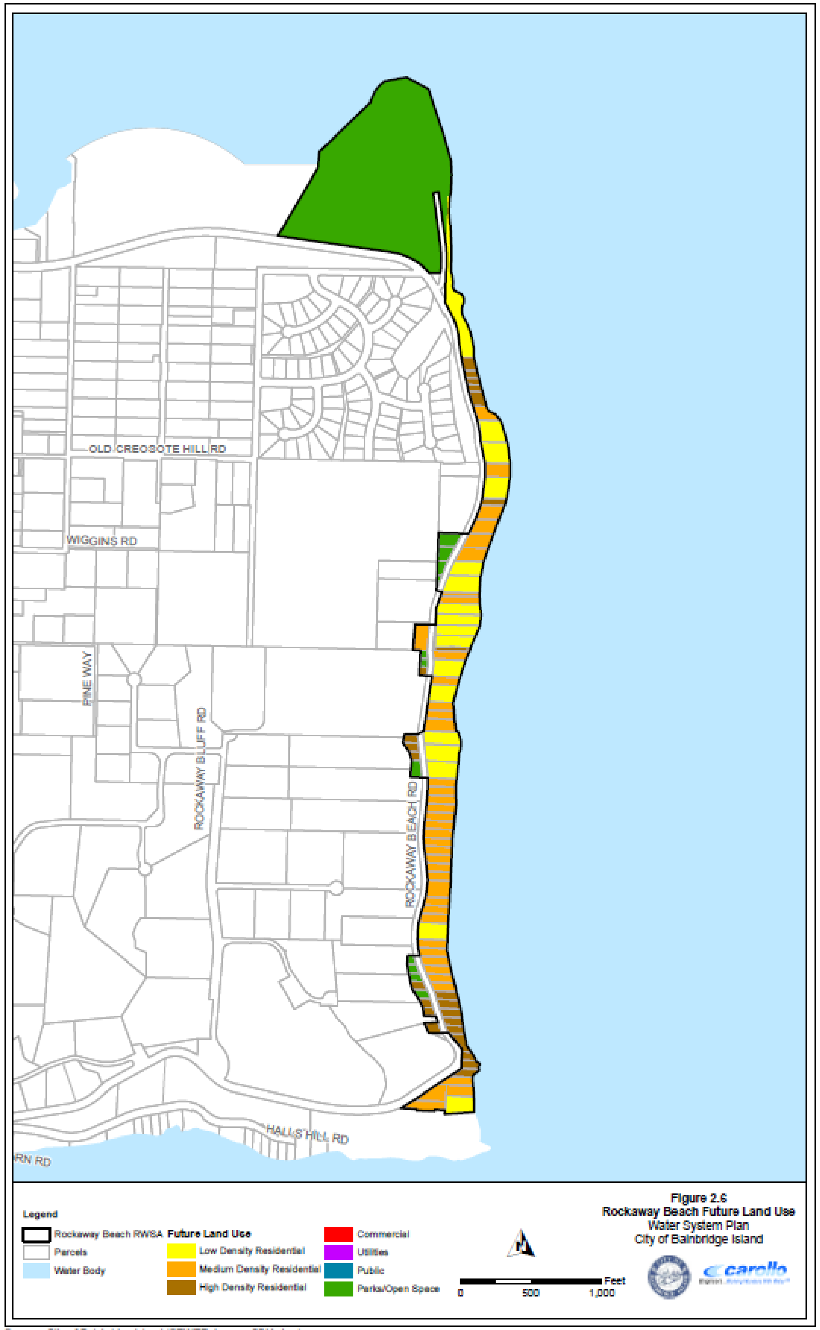
Proposed Retail Water Service Areas (RWSA)

- The Winslow RWSA studied by this plan encompasses:
  - All customers currently served by the water system
  - All parcels with binding water service commitments
  - The entire Winslow Sewer Study Area as defined in the 2014 General Sewer Plan
  - All parcels within the RWSA boundary as presented in the 2012 Water System Plan
  - All parcels adjacent to existing City pipelines
  - An area of parcels south of Fletcher Bay that are anticipated to be served within the 20-year planning period.
- The Rockaway Beach RWSA studied by this plan encompasses:
  - All existing customers
  - All parcels with a binding water service commitment
  - All parcels along Rockaway Beach that are within the South Island Sewer Study Area as defined in the 2014 General Sewer Plan

Proposed Winslow RWSA



Proposed Rockaway Beach RWSA



Water Service and Service Extensions Proposed Policies

- **Retail Water Service Area -** The Winslow Water System RWSA is entirely within the City of Bainbridge Island water purveyor area as delineated by the Kitsap County Coordinated Water System Plan. The RWSA encompasses the area where the City has existing distribution mains and where distribution mains can be extended in a reasonable timeframe.
- **Duty to Serve -** The City's goal is to provide water service to all customers within the City's retail water service area in a timely and reasonable manner consistent with applicable City policies, ordinances, Washington Department of Health rules and guidelines, and applicable federal, state and local laws and plans.

Assumption of Adjacent Systems

The City may assume the operation of a water district or private water system, at the water system's request, if the following conditions are met and subject to approval of City Council:

- The district or private system is adjacent to or within the City's current or future RWSA as identified in the City's comprehensive plan.
- The district's or private system's facilities meet the City's performance criteria and engineering standards, or a plan is in place to assure that they will be brought up to City standards without adversely impacting City's existing customers financially or with regard to level of service.
- The assumption of the district or private system is permitted by State law.
- The City shall require the district or private system to transfer the ownership of its water supply sources and associated water rights to the City. Water rights must be successfully transferred to the City and approved for municipal water use by the State Department of Ecology prior to commitment from the City for water service.

System Reliability Policies

- Reliable sources capable of supplying MDD within a 24-hour period
- Reliable sources capable of supplying ADD with largest source out of service.
- Supply Sources capable of supplying MDD and replenishing fire suppression storage in 72 hours.
- Pumping Booster pumps capable of supplying MDD with firm, reliable capacity.
- Piping Looping of distribution mains when feasible.
- Velocity Pipeline velocities not > 8 fps at PHD.
- Velocity Flushing velocities of 2.5 fps for all pipelines

Fire Protection Policies

- **One and two-family dwellings:** 1,000 gpm for 1 hour.
- **Other occupancies:** As stated in Appendix B Table B105.1 of the currently adopted fire code in BIMC 20.04.110 with a minimum of 1,500 gpm for 1 hour.

Design criteria and facilities

- **Storage:** DOH Water System Design Manual, Ch. 9
- **Minimum System Pressure:** The system should be designed to maintain an minimum of 30 psi in the distribution system under peak hour demand and 20 psi under fire flow conditions during MDD.

Financial Policies

- User fees
- System development charges
- Extensions
- Operating Fund Balance

Questions?

CITY OF BAINBRIDGE ISLAND
CITY COUNCIL AGENDA BILL

PROCESS INFORMATION

Subject: Ordinance No. 2015-09 Relating to Business Licensing Requirements for Marijuana Production, Processing, and Retailing, Adding a Section 5.04.045 to the Bainbridge Island Municipal Code (BIMC), and Establishing an Effective Date	Date: April 21, 2015
Agenda Item: Staff Intensive	Bill No.: 15-089
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:

The City's business license regulations were adopted and codified prior to the passage of I-502, which legalized recreational marijuana production, processing and retail sales. Production, processing and sale of recreational marijuana requires a state license issued pursuant to WAC 314-55-035, and requires compliance with the zoning and use regulations in the Bainbridge Island Municipal Code (BIMC Chapter 18.09) pertaining to the production, processing or sale of marijuana.

The proposed ordinance adding a new section to the BIMC will address the requirement that (1) the applicant for a City business license for a marijuana business must first obtain a state license, and (2) the City business license will not issue until and unless the state marijuana license is issued, the state business license is issued, and the City's Department of Community Development, Police, and Fire Departments have verified that the proposed business meets the applicable local laws and regulations.

RECOMMENDED ACTION

Motion:

I move that the City Council forward Ordinance No. 2015-09 to the April 28, 2015 consent agenda.

ORDINANCE NO. 2015-09

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to business licensing requirements for marijuana production, processing, and retailing, adding a Section 5.04.045 to the Bainbridge Island Municipal Code (BIMC), and establishing an effective date.

WHEREAS, I-502 was approved by the Washington State voters on November 6, 2012, became effective 30 days thereafter, and is codified in RCW 69.50; and

WHEREAS, in response to the passage of I-502, the City of Bainbridge Island adopted BIMC 18.09.030(K) to address the zoning and development regulations applicable to marijuana processing, production, and retail sale activities; and

WHEREAS, the City desires to amend its business license regulations in BIMC Chapter 5.04 to address the process under which business license applications for marijuana processing, production, or retail sale shall be reviewed and approved;

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

Section 1. BIMC Section 5.04.045, "State marijuana license required for any marijuana business," is hereby added to Chapter 5.04 of the City of Bainbridge Island Municipal Code to read as follows:

5.04.045 State marijuana license required for any marijuana business.

A. Businesses that are subject to the requirements of Chapter 314-55 WAC for marijuana businesses shall first obtain a valid business license (UBI Number) issued by the State of Washington under the aforesaid chapter before obtaining a City of Bainbridge Island business license or conducting a marijuana business in the City.

B. Applicants for a City of Bainbridge Island business license must provide the City a copy of the marijuana business license issued by the Washington State Liquor Control Board pursuant to WAC Chapter 314-55-035 prior to issuance of a City business license. For annual renewals of the City business license for operation of a marijuana business, the business must provide a copy of the marijuana license issued by the Washington State Liquor Control Board pursuant to WAC 314-55-035 with the City's renewal application.

C. In addition to the standard business license fee, an application for a marijuana business license shall be accompanied by a one-hour fee, pursuant to the fees adopted under BIMC 1.28.035, to cover the City's additional relevant costs, including but not limited to coordination with the state, and research regarding required land use and distance separations.

D. No person shall be deemed to have any entitlement or vested right to licensing under this Chapter by virtue of having received any prior license or permit from the City, including, by way of example, any zoning permit, medical marijuana license, wholesale food manufacturer's license, or any other license. In order to lawfully engage in the business of producing, processing or selling recreational marijuana in the City, a person must qualify for and obtain a license in accordance with this Chapter and Chapter 314-55 WAC.

E. This Chapter is not intended to regulate the possession, cultivation or use of medical marijuana by anyone who may qualify as a Qualified Patient or Designated Care Provider under RCW Chapter 69.51A.

F. Prior to the City's issuance of the business license herein, the applicant shall obtain other required permits related to the operation of the business, including, without limitation, any development approvals or building permits required by this Code, the Building Code and the Zoning Code and by BIMC 18.09.030(K).

G. Upon receipt of a completed business license application, the City may circulate the application to all departments of the City to determine whether the application is in full compliance with all applicable laws, rules and regulations. By way of illustration and not limitation, these departments may include the City of Bainbridge Island Department of Community Development, the Bainbridge Island Fire Department, and the Bainbridge Island Police Department.

H. The City may, prior to issuance of the license, perform an inspection of the proposed licensed premises to determine compliance with any applicable requirements of this section or other provisions of the Bainbridge Island Municipal Code.

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

PASSED BY THE CITY COUNCIL this _________ day of ____________, 2015.

APPROVED BY THE MAYOR this ______ day of____________, 2015.

____

Anne S. Blair, Mayor

ATTEST/AUTHENTICATE:

____
Rosalind D. Lassoff, CMC, City Clerk

FILED WITH THE CITY CLERK: April 16, 2015
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NUMBER: 2015-09

CITY OF BAINBRIDGE ISLAND
CITY COUNCIL AGENDA BILL

PROCESS INFORMATION

Subject: Unaudited 2014 Year-End Financial Report	Date: April 21, 2015
Agenda Item: Staff Intensive	Bill No.: 15-090
Proposed By: Ellen Schroer, Finance Director	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

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

DESCRIPTION/SUMMARY

History:

The Finance Department is providing a report on the City's financial performance in 2014. The unaudited year-end financial reports will be finalized and filed with the State Auditor's Office before the end of May.

RECOMMENDED ACTION

Motion:

No action – information only.

City of Bainbridge Island

FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT

Executive Summary

This document provides a first look at the 2014 fiscal year-end financial position of the City of Bainbridge Island. Overall, we show stable revenue performance, and in most cases better than forecast revenue or less than forecast expenditures. The City has submitted its financial reports to the State Auditor's Office, but the audit has not yet taken place. Accordingly, all results reported in this document are unaudited. Final, audited financial information will be posted as soon as it is available.

GENERAL FUND HIGHLIGHTS

- Year-end 2014 fund balance is $13.8 million, compared to a 2013 year-end of $10.4 million
- Improved fund position is due to:
  - Better than projected revenue performance from sources including Sales Tax and Liquor Profits revenue;
  - Lower than budgeted operating transfers from the General to other funds, and
  - Delay in some capital projects, which will result in expenditures in 2015 rather than 2014.

REVENUE HIGHLIGHTS

- 2014 General Fund revenue was 5% or $703,000 higher than budgeted
- General Fund Revenue sources that performed better than forecast:
  - Sales Tax (27% more than budget)
  - Franchise Fees on Private Utilities (29% more than budget)
- Building and Development Services that performed better than forecast:
  - Building Permits (72% more than budget)
  - Plan Checking Fees (27% more than budget)
- Real Estate Excise Tax revenue ended 2014 at $2.4 million (84% more than budget), a portion of which was due to 2013 transactions.

EXPENDITURE HIGHLIGHTS

- City operating expenditures were $2.5 million or 11% less than budgeted, largely due to:
  - Personnel (primarily vacant positions and lower than estimated medical plan costs)
  - Some professional services, such as the utility system plans, were delayed

POLICY RESERVE HIGHLIGHTS

- Total reserves are fully funded
- Emergency Reserve has received targeted funding of $1,000,000

City of Bainbridge Island

FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT

MEMORANDUM

TO: City Council
Doug Schulze, City Manager

FROM: Ellen Schroer, Finance Director

DATE: April 15, 2015

RE: Unaudited year-end 2014 financial results

The fiscal year at the City of Bainbridge Island (City) is January through December, with year-end processing and reporting in the first months of the year. As you may know, the City files required financial reports with the State Auditor's Office at or before the end of May. For fiscal year 2014, Accounting staff prepared financial statements in accordance with Government Finance Officers Association Comprehensive Annual Financial Report (CAFR) guidelines, which means among other changes, that final, though unaudited, information is available now.

Overall, I am pleased to report that the 2014 year-end results show stable revenue performance and expenditures at or below approved levels. In addition, in instances in which year-end performance differs from the forecasts and assumptions used to develop the biennial budget, we generally see better than forecast results (revenues greater than planned or expenditures lower than planned). Key changes since the mid-year report and the accompanying year-end forecasts for general government funds include the receipt of delayed Real Estate Excise Tax (REET) revenue from Kitsap County and improved REET performance, changes in timing to the Olympic Drive non-motorized project and other roads projects, and higher than forecast Building and Development Services revenue.

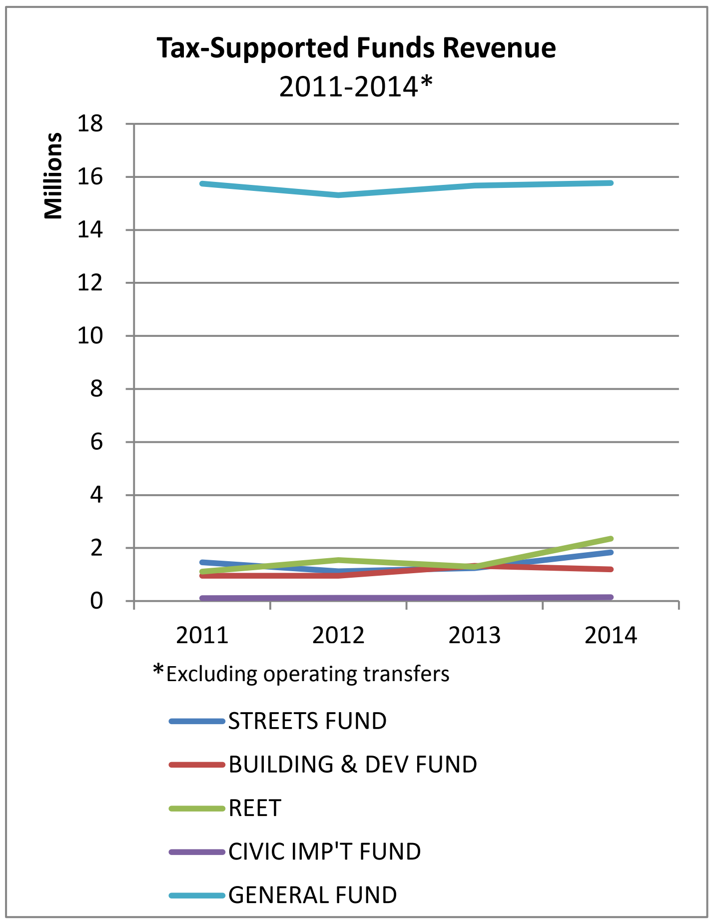
The General Fund balance at year-end 2014 is $13.8 million, compared to the year-end 2013 General Fund balance of $10.4 million. The gain of $3.4 million differs from the 2014 Adopted Budget, which anticipated a $2.7 million decrease in fund balance. The large difference from budget is due to both revenue and expenditure performance. Contributions on the revenue side include better than budgeted revenue performance in both the General Fund and Building and Development Services Fund, and the receipt of a large Real Estate Excise Tax (REET) Fund payment from Kitsap County for prior underpayments. For expenditures, the 2014 budget assumed spending of reserves included significant capital projects, such as $1.9 million in spending for projects at Waterfront Park and the City Dock, which have been delayed into 2015.

Revenue Overview

The City's revenue performance has stabilized at a new, lower level than the amounts seen during the economic expansion experienced in 2005 – 2008. Although we see stable revenue performance at this time, we continue to highlight this aspect of financial planning, particularly for recurring revenue streams, to provide Council and the community with useful data both for long-range planning and current year cash flow management.

Total revenue from outside sources for the City in 2014 was $33.1 million, $23.2 million in tax-supported funds and $9.9 million in utility funds. These totals do not include internal operating transfers, such as support from the General Fund for the Street, Capital Construction or Building and Development Services Funds.

The following discussion provides current information related to revenue performance within each of the City's primary funds. Revenue for the tax-supported funds showed modest increases in the General Fund and Civic Improvement Fund, and a decrease in the Building and Development Services revenue in 2014 as compared to 2013. REET, as discussed earlier, showed a strong increase due to the correction in revenue received from Kitsap County.



TAX-SUPPORTED FUNDS: GENERAL FUND

The City's General Fund revenue for 2014 was $15.8 million, about $703,000, or 5%, above budgeted revenue levels. The City's largest single revenue source is property taxes at $6.9 million, which finished $45,000, or roughly 1%, ahead of estimates. Revenue sources which performed better than forecast included Sales Tax at $3.6 million, which is $751,000 or 26% higher than budget, and Liquor Profits tax at $206,000, which is $36,000 or 21% higher than budget. Revenue sources that lagged behind forecast included Telephone Utility Tax at $753,000, which was $97,000 or 11% less than budget, and revenue from Electric Utility Tax at $1.4 million, which was $162,000 or 10% less than budget. Staff will research performance of underperforming revenue sources in 2015 in preparation for future budgets.

TAX-SUPPORTED FUNDS: STREET FUND

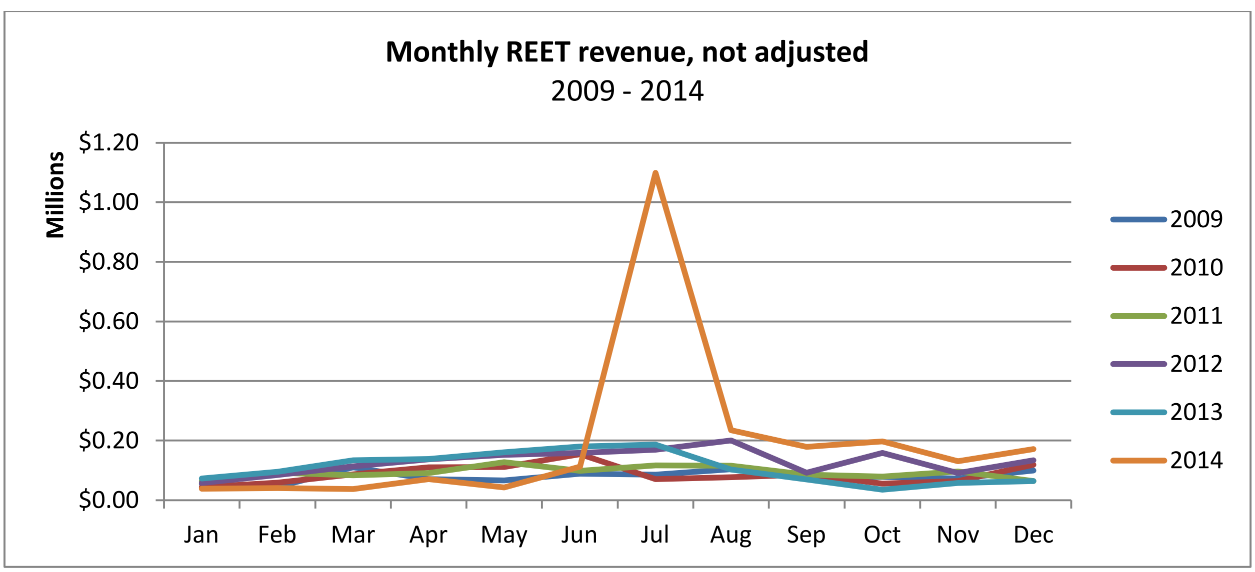
The City's Streets Fund receives outside revenue primarily from the gas tax and commercial parking tax, as well as internal support in the form of operating transfers from the General Fund. The 2014 revenue from outside sources was $2.0 million, or 49% above the budget of $1.3 million. Reasons for the higher than budgeted revenue include $551,000 in grant revenue and $130,000 in revenue from street vacations. During 2013, the Street Fund received repayment of a $1.4 million interfund loan from the SSWM Fund, the result of a 2012 decision to exempt the City's road network from SSWM fees, with a retroactive effective date. The interfund loan repayment represented the repayment of three years of SSWM fees along with applicable interest. This repayment meant that Street Fund began 2014 with a fund balance of $513,000, which was spent down during the course of 2014, and reduced the need for operating transfers.

TAX-SUPPORTED FUNDS: BUILDING AND DEVELOPMENT SERVICES

The City's Building and Development Services (B&DS) Fund receives outside revenue from permits and zoning fees, as well as internal support in the form of operating transfers from the General Fund. The 2014 revenue from outside sources was $1.2 million, which is $313,000 or 36% higher than budgeted. Revenue from building permits, zoning and subdivision fees, and plan checking fees together exceeded the budgeted levels by between 72% (Building Permits) and 14% (Zoning and Subdivision Fees). As a result of strong revenue performance, operating transfers made from the General Fund to supplement outside revenue, were $695,000, or only 51% of the budgeted $1.4 million. The 2014 level of operating support is higher than the $191,000 needed in 2013, but lower than 2012 and 2011 when the General Fund provided approximately $1.0 million in support.

TAX-SUPPORTED FUNDS: REAL ESTATE EXCISE TAX (REET)

The City's REET Fund receives revenue from the City's tax on the sale of real estate. The 2014 REET revenue was $2.4 million, which is $1.1 million or 84% higher than budgeted for 2014. The City received $1.3 million in REET revenue in 2013. Kitsap County collects real estate excise tax on behalf of jurisdictions including the City of Bainbridge Island, remitting the tax for transactions in each area to the appropriate jurisdiction monthly. In 2014, an error was discovered in the County's distribution calculation, which had resulted in an incorrect distribution of revenue. As a result of the correction, the City of Bainbridge Island received a substantial back payment of REET revenue. In addition, the real estate sales market appears strong, resulting in strong revenue performance in the second half of the year, as shown in the chart below. We continue to monitor this important revenue source.



TAX-SUPPORTED FUNDS: CAPITAL CONSTRUCTION FUND

The City's Capital Construction Fund receives outside revenue from grants and donations, as well as internal support in the form of operating transfers from the General Fund. This fund is used to account for general government capital projects. In 2014, three primary projects received grant funding, Fort Ward Hill Reconstruction, Rockaway Beach Reconstruction, and Wing Point Way. Budgeted grant revenue for the non-motorized project on State Route 305 at Olympic Way was not received due to a delay in the project as the design work continues into 2015.

UTILITY FUNDS: WATER FUND

The City's Water Fund earns revenue primarily through sale of water to the utility's customers. Total revenue in 2014 was $1.2 million. Revenue from water sales was $1.1 million, $110,000 or 11% more than budgeted. Multiple rate reductions over the past few years have affected the accuracy of revenue estimates, as year-over-year comparisons are complicated by the mid-period change in rates. Both water connection fees and water inspection fees were roughly three and a half times higher than budgeted, a reflection of development activity, resulting in $91,000 of revenue in excess of budget. The City has updated the budget for the development-related fees for the coming biennium to reflect recent years' revenue results.

UTILITY FUNDS: SEWER FUND

The City's Sewer Fund earns revenue primarily through sewer service charges. In 2014, total revenue included $3.5 million of sewer service charge revenue, within $5,000 of the original budget. As with the Water Fund, revenue from connections and inspections exceeded the budgeted levels. In the Sewer Fund, these revenues by $50,000, or 25%. The City has updated the budget for the development-related fees for the coming biennium to reflect recent years' revenue results. The Sewer Fund also made a draw of $2.5 million of loan proceeds from the Public Works Trust Fund related to the Eagle Harbor Beach Mains project.

UTILITY FUNDS: STORM AND SURFACE WATER (SSWM) FUND

The City's SSWM Fund earns revenue primarily through SSWM service fees. Fee revenue for this utility, which is collected by Kitsap County along with property taxes, was $2.0 million, which is $108,000, or 5%, less than budget. The SSWM Fund received grant revenue for three capital projects totaling $86,000. In 2014, the SSWM Fund received $7,000 of the $50,000 grant revenue anticipated for operating support; the remainder of that revenue is expected in 2015.

Expenditure Overview

City expenditures are tracked in three primary categories:

- Operating expenditures – this category includes personnel, professional and community services, and costs supporting day-to-day activities such as supplies, utilities and insurance.
- Non-operating expenditures – this category includes capital projects and equipment, as well as debt service.

• Other – this category includes operating transfers, primarily from the General Fund and REET Fund to other City funds, to support eligible costs not covered by other revenues.

Overall City operating expenditures in 2014 were $20.0 million, $2.5 million or 11% less than budgeted. Across all operating funds savings were due to factors including personnel vacancies and lower than budgeted costs for repair and delay in capital spending. Personnel savings of $1.1 million were due largely to vacant positions, as well as lower than estimated costs for some medical plans. Some of the savings in personnel were offset by spending on interim staff in the first part of the year. Other significant areas of underspending included Professional Services due to items including delay in scheduled utility system plans, unspent Public, Education and Government (PEG) funds, and lower than budgeted costs for audit and elections. Finally, actual expenses were less than budget in Other Services and Charges due to lower than budgeted insurance charges and repair costs.

The City's primary capital activities in 2014 included the completion of the Fort Ward Hill Reconstruction Project, near completion of the Eagle Harbor Beach Mains project, and progress on the Dripping Water Creek project. In 2014, the City also made significant technology investments, including $130,000 for replacement of key technology network components and the purchase of a new Voice Over Internet (VOIP) phone system.

Fund Balance Overview

The table below shows unaudited balances for the City's funds. In addition to operating funds, the table on the next page provides information about certain specially-tracked monies.

• General Fund policy reserves:

   • Emergency Reserve: established by Resolution 2008-01 to pay for unexpected emergencies that cannot reasonably be accommodated by current budget appropriations. Resolution 2010-35 sets a target of $1.0 million.

   • Contingency Reserve: established by Resolution 2008-01 to pay for unexpected needs not provided for in the annual budget and for minor shortfalls in budgeted appropriations. Resolution 2010-35 sets an annual target of $400,000, which generates $800,000 for each biennial budget. This reserve is fully funded at the beginning of each calendar year, and can be spent with Council approval. During 2014, Council approved spending $78,000 from the contingency reserve. This reserve begins 2015 fully funded at $400,000.

   • General Fund Stability Reserve: defined by Resolution 2010-35 as the excess of current assets over current liabilities, which is an unreserved, undesignated and unrestricted resource that remains part of the general fund budget. This reserve was designated by Resolution 2014-17 to serve as the General Fund minimum fund balance.

   • Washington State Ferry settlement funds. Council passed a resolution (Resolution 2011-29) in 2011 which defined these funds as the "Capital Improvement Opportunity Reserve" to support one-time capital projects with a water nexus. This reserve was further defined by Council to be divided with $150,000 devoted to road ends projects and $1,850,000 for a project at the Waterfront Park and City Dock.

The table on the following page provides information for City operating funds and policy reserves.

UNAUDITED BALANCES FOR SELECTED FUNDS AS OF DECEMBER 31, 2014

Tax Supported Funds		
General Fund	$ 13,700,000	Unaudited balance sheet information. Includes specially tracked funds, as detailed below. Has been reduced for year-end accruals.
Streets Fund	$ 114,000	
B&DS Fund	$ 282,000	
Contingency Reserve	$ 722,000	
Emergency Reserve	$ 1,000,000	
WSF funds	$ 1,600,000	Balance of amount set aside for Waterfront Park and City Dock
WSF funds	$ 146,000	Balance of amount set aside for Road Ends
Other funds	$ 464,000	Includes Public Art, PEG, Public Safety, and Housing funds
General Fund Stability Reserve	$ 9,768,000	Calculated: General Fund total less specially-tracked funds as detailed above.
Utility Funds		
Water Fund	$ 6,463,000	Has been reduced for estimated accruals. Current policy reserve is $287,000.
Sewer Fund	$ 4,202,000	Has been reduced for estimated accruals. Current policy reserve is $454,000.
SSWM Fund	$ 1,042,000	Has been reduced for estimated accruals. Current policy reserve is $348,000.

The following attachments provide information both by fund and by department. I welcome your questions and comments.

ATTACHMENTS

A: Citywide Revenues and Expenditures

B: Revenues by Fund

C: Expenditures by Fund

D: Expenditures by Department

CITY OF BAINBRIDGE ISLAND
2014 BUDGET TO ACTUAL - CITYWIDE
THROUGH EOY

	2014 REVISED	2014 ACTUAL	2014 TAX SUPPORTED ACTUAL	2014 UTILITY SUPPORTED ACTUAL
REVENUES				
Taxes	17,317,844	17,952,928	17,952,928	-
Fees & Service Charges	1,986,288	2,328,301	2,326,361	1,940
Intergovernment Revenue	4,088,199	2,376,153	2,282,647	93,506
Fines & Forfeits	138,190	111,820	111,820	-
Charges for Utility Services	6,553,854	6,558,331	3,300	6,555,031
Miscellaneous	308,500	489,582	122,245	367,337
Assessments	324,761	316,031	104,596	211,435
Investment Revenue	77,612	257,727	88,641	169,085
TOTAL REVENUES	30,795,248	30,390,873	22,992,539	7,398,335
OTHER SOURCES				
Gain on Sale of Fixed Assets	5,000	173,126	165,330	7,796
Loans/Sale of Bonds	3,985,000	2,505,708	-	2,505,708
Other External Sources	-	59,171	59,171	-
From Other Funds and Sub-Funds	28,555,172	4,307,367	4,304,867	2,500
TOTAL RESOURCES	63,340,420	37,436,244	27,521,906	9,914,338
EXPENDITURES				
OPERATING EXPENDITURES				
Salaries	9,386,934	8,898,653	7,060,097	1,838,555
Benefits	3,935,295	3,288,861	2,578,941	709,920
Supplies	667,833	645,052	453,512	191,540
Professional Services	2,516,737	2,330,070	1,887,811	442,259
Other Services & Charges	4,479,152	3,494,520	2,699,440	795,081
Intergovernmental Services	1,408,024	1,312,515	554,065	758,450
Operating Spending Hold	60,000	-	-	-
TOTAL OPERATING EXPENDITURES	22,453,975	19,969,671	15,233,866	4,735,806
NON-OPERATING EXPENDITURES				
Capital Equipment	627,099	385,838	317,223	68,616
Capital Projects	12,116,146	4,947,129	1,739,676	3,207,453
Debt Service	4,570,589	4,365,704	2,920,400	1,445,304
TOTAL EXPENDITURES	39,767,808	29,668,343	20,211,164	9,457,178
OTHER USES				
To Other Funds and Sub-Funds	8,461,817	4,057,367	4,057,367	-
TOTAL USES	48,229,625	33,725,709	24,268,531	9,457,178

CITY OF BAINBRIDGE ISLAND

REVENUES BY FUND
FY 2014 THROUGH EOY

FUND/ACCOUNT	2014 REVISED BUDGET	2014 YTD COLLECTED	2014 MTD COLLECTED	2014 REMAINING TO COLLECT	2014 % COLL	2013 YTD COLLECTED	2013 % COLL
GENERAL FUND							
GENERAL FUND							
Property Taxes	6,825,987	6,870,693	(21,611)	(44,706)	100.7 %	6,824,179	101.5 %
Sales and Use Tax	2,630,218	3,343,706	-	(713,488)	127.1 %	2,981,337	119.0 %
Sales Tax - Criminal Justice	260,000	298,448	-	(38,449)	114.8 %	279,123	107.4 %
B&O Tax and Penalties	415,000	448,835	-	(33,835)	108.2 %	485,872	131.3 %
Utility Tax on Private Utilities	2,880,322	2,672,829	-	207,494	92.8 %	2,784,991	96.7 %
Utility Tax on City Utilities	413,780	444,368	5,377	(30,588)	107.4 %	490,459	109.7 %
Leasehold & Other Taxes	8,160	9,868	-	(1,708)	120.9 %	11,302	138.5 %
TAXES	**13,433,467**	**14,088,746**	**(16,234)**	**(655,279)**	104.9%	13,857,264	105.0%
Business License & Penalties	175,000	188,813	-	(13,813)	107.9 %	190,271	105.1 %
Franchise Fees on Cable TV	272,388	350,997	-	(78,609)	128.9 %	330,132	121.2 %
Franchise Fees on Cable TV - PEG Capital	67,157	64,169	-	2,988	95.6 %	63,052	93.9 %
Animal Licenses	1,952	1,277	-	675	65.4 %	1,482	75.9 %
Other Licenses & Permits	2,040	2,761	-	(721)	135.3 %	3,273	160.4 %
Adult Probation Fees	80,627	54,163	-	26,464	67.2 %	74,861	82.6 %
Passport Charges	-	-	-	-	- %	-	- %
Court Fees & Law Enforcement Charges	7,000	3,769	-	3,231	53.8 %	7,629	19.1 %
All Other Charges	40,000	47,479	5,917	(7,479)	118.7 %	50,877	169.6 %
Interfund Rent	435,678	366,982	-	68,696	84.2 %	393,055	100.0 %
FEES & SERVICE CHARGES	**1,081,842**	**1,080,410**	**5,917**	**1,432**	99.9%	1,114,631	103.4%
Criminal Justice	29,192	32,253	-	(3,061)	110.5 %	30,418	104.2 %
Liquor Excise	-	43,576	-	(43,576)	- %	-	- %
Liquor Profits	170,000	206,052	-	(36,051)	121.2 %	223,024	131.2 %
Intergovernmental Service Revenue	5,100	1,521	-	3,579	29.8 %	3,332	65.3 %
Vessel Registration Fees	-	-	-	-	- %	-	- %
Law Enforcement Grants	15,815	3,716	-	12,099	23.5 %	19,423	122.8 %
Planning and Other Operating Grants	87,500	1,000	-	86,500	1.1 %	30,000	34.3 %
Motor Vehicle Fuel Tax	18,870	14,379	-	4,491	76.2 %	13,164	69.8 %
Other Intergovernmental Revenue	-	-	-	-	- %	8,000	200.0 %
INTERGOVERNMENT REVENUE	**326,478**	**302,496**	-	**23,982**	92.7%	327,360	85.8%

CITY OF BAINBRIDGE ISLAND

REVENUES BY FUND

FY 2014 THROUGH EOY

FUND/ACCOUNT	2014 REVISED BUDGET	2014 YTD COLLECTED	2014 MTD COLLECTED	2014 REMAINING TO COLLECT	2014 % COLL	2013 YTD COLLECTED	2013 % COLL
Traffic Fines	65,000	31,668	-	33,332	48.7 %	42,372	53.0 %
Drug Related Confiscations	-	-	-	-	- %	-	- %
Parking Fines	61,500	68,622	-	(7,122)	111.6 %	74,482	73.4 %
D.U.I. Penalties	2,040	1,206	-	834	59.1 %	1,919	94.1 %
Other Traffic Misdemeanors	2,040	1,489	-	551	73.0 %	2,039	99.9 %
Non-Traffic Misdemeanors	510	2,012	-	(1,502)	394.6 %	3,162	620.0 %
Court Recoupments	5,100	3,104	-	1,996	60.9 %	3,509	68.8 %
All Other Fines & Forfeits	2,000	3,719	-	(1,719)	186.0 %	6,184	- %
FINES & FORFEITS	**138,190**	**111,820**	-	**26,370**	80.9%	133,667	69.9%
Facilities Rental	32,800	36,301	-	(3,501)	110.7 %	38,431	94.2 %
Dock Use Charges	26,200	36,743	-	(10,543)	140.2 %	35,841	351.4 %
Private Donations/Sales of PDRs/FAR Purchases	2,550	4,169	59	(1,619)	163.5 %	23,130	907.1 %
All Other Miscellaneous	9,850	11,990	1,978	(2,139)	121.7 %	8,723	88.6 %
Insurance Recoveries	-	-	-	-	- %	-	- %
MISCELLANEOUS	**71,400**	**89,202**	**2,037**	**(17,802)**	124.9%	106,126	167.4%
Interest	13,769	65,482	57,684	(51,713)	475.6 %	49,766	361.4 %
INVESTMENT REVENUE	**13,769**	**65,482**	**57,684**	**(51,713)**	475.6%	49,766	361.4%
Proceeds of Capital Lease	-	-	-	-	- %	-	- %
LOANS/SALE OF BONDS	-	-	-	-	- %	-	0.0%
Gain on Sale of Fixed Assets	5,000	35,005	-	(30,005)	700.1 %	84,191	32.9 %
OTHER EXTERNAL SOURCES	**5,000**	**35,005**	-	**(30,005)**	700.1%	84,191	32.9%
	15,070,146	**15,773,161**	**49,404**	**(703,015)**	**104.7%**	**15,673,005**	**103.3%**
TOTAL GENERAL FUND	**15,070,146**	**15,773,161**	**49,404**	**(703,015)**	**104.7 %**	**15,673,005**	**103.3 %**

CITY OF BAINBRIDGE ISLAND

REVENUES BY FUND
FY 2014 THROUGH EOY

FUND/ACCOUNT	2014 REVISED BUDGET	2014 YTD COLLECTED	2014 MTD COLLECTED	2014 REMAINING TO COLLECT	2014 % COLL	2013 YTD COLLECTED	2013 % COLL
STREETS FUND							
Commercial Parking Lot Tax	570,000	753,167	-	(183,167)	132.1 %	715,010	90.5 %
M.V. Fuel Tax - Streets & Arterials	728,721	478,353	-	250,368	65.6 %	477,336	92.0 %
Right of Way Permits	26,820	55,795	1,445	(28,975)	208.0 %	41,750	155.7 %
Parking - Taxable & Fees	-	87	-	(87)	- %	20	- %
Parking Monthly	-	-	-	-	- %	-	- %
Interest on Investments-Streets	-	-	-	-	- %	-	- %
Other Revenues-Streets	434,000	682,563	-	(248,563)	157.3 %	2,674	0.8 %
66100 INTERFUND INTEREST	-	-	-	-	- %	5,580	55.8 %
TOTAL STREETS FUND	**1,759,541**	**1,969,965**	**1,445**	**(210,424)**	**112.0 %**	**1,242,370**	**71.7 %**
BUILDING & DEVELOPMENT SERVICES							
Building Permits & Inspections	340,000	584,837	-	(244,837)	172.0 %	440,374	138.3 %
Planning Review of Building Permits	60,000	43,761	-	16,239	72.9 %	97,360	216.4 %
Fire Inspections & Reviews	2,166	819	-	1,347	37.8 %	464	21.4 %
Engineering Fees	92	2,536	-	(2,444)	2,762.5 %	1,348	1,468.8 %
Zoning & Subdivision	120,000	136,898	-	(16,898)	114.1 %	218,977	254.3 %
Plan Checking Fees	230,000	292,876	-	(62,876)	127.3 %	351,386	159.7 %
Other Planning & Development Fees	127,500	130,815	-	(3,315)	102.6 %	216,434	169.8 %
Interest on Investments & Other Rev - B&Ds	-	206	-	(206)	- %	1,260	- %
TOTAL BUILDING & DEVELOPMENT SERVICES	**879,758**	**1,192,747**	**-**	**(312,989)**	**135.6 %**	**1,327,603**	**166.1 %**

CITY OF BAINBRIDGE ISLAND

REVENUES BY FUND
FY 2014 THROUGH EOY

FUND/ACCOUNT	2014 REVISED BUDGET	2014 YTD COLLECTED	2014 MTD COLLECTED	2014 REMAINING TO COLLECT	2014 % COLL	2013 YTD COLLECTED	2013 % COLL
SPECIAL REVENUE FUNDS							
REAL ESTATE EXCISE TAX FUND							
Real Estate Excise Tax	2,600,000	2,354,940	-	245,060	90.6 %	1,297,037	110.4 %
Interest on Investments-Real Estate Excise	3,060	-	-	3,060	- %	-	- %
	2,603,060	**2,354,940**	-	**248,120**	**90.5%**	**1,297,037**	**110.1%**
CIVIC IMPROVEMENT FUND							
Hotel/Motel Tax	110,000	146,511	-	(36,511)	133.2 %	123,118	111.9 %
Interest on Investments & Other Rev - Hotel/Mot	-	729	729	(729)	- %	598	- %
	110,000	**147,241**	**729**	**(37,241)**	**133.9%**	**123,716**	**112.5%**
AFFORDABLE HOUSING FUND							
Private Donations-Affordable Housing	-	-	-	-	- %	-	- %
Fees in Lieu/Other	-	-	-	-	- %	-	- %
Interest on Investments & Other Rev - Affordabl	-	-	-	-	- %	-	- %
	-	-	-	-	**0.0%**	**0**	**0.0%**
FAR-PUBLIC AMENITIES							
Zoning & Subdivision	-	-	-	-	- %	13,336	- %
Interest on Investments & Other Rev - FAR	-	58	58	(58)	- %	58	- %
	-	**58**	**58**	**(58)**	**0.0%**	**13,394**	**0.0%**
FAR-FARMLAND/AGRICULTURE							
Zoning & Subdivision	-	-	-	-	- %	20,004	- %
Interest on Investments & Other Rev - FAR	-	334	334	(334)	- %	331	- %
	-	**334**	**334**	**(334)**	**0.0%**	**20,335**	**0.0%**
TOTAL SPECIAL REVENUE FUNDS	2,713,060	**2,502,573**	**1,122**	**210,487**	**92.2 %**	**1,454,482**	**112.9 %**

CITY OF BAINBRIDGE ISLAND

REVENUES BY FUND
FY 2014 THROUGH EOY

FUND/ACCOUNT	2014 REVISED BUDGET	2014 YTD COLLECTED	2014 MTD COLLECTED	2014 REMAINING TO COLLECT	2014 % COLL	2013 YTD COLLECTED	2013 % COLL
BOND FUNDS							
GO BOND FUND							
Property Taxes - BOND LEVY	604,377	609,563	(2,298)	(5,187)	100.9 %	673,613	101.2 %
GO Bond Fund	-	-	-	-	- %	-	- %
	604,377	**609,563**	**(2,298)**	**(5,187)**	**100.9%**	**673,613**	**101.2%**
LID BOND FUND							
LID Assessments	51,726	25,812	-	25,914	49.9 %	28,799	55.7 %
LID Special Assessments	-	100,686	-	(100,686)	- %	44,359	- %
LID Bond Fund	-	-	-	-	- %	-	- %
	51,726	**126,498**	**-**	**(74,772)**	**244.6%**	**73,158**	**141.4%**
TOTAL BOND FUNDS	**656,102**	**736,061**	**(2,298)**	**(79,959)**	**112.2 %**	**746,771**	**104.1 %**
CAPITAL & LID CONSTRUCTION FUNDS							
CAPITAL CONSTRUCTION FUND							
Intergovernmental Service Revenue	-	-	-	-	- %	-	- %
WA State & Local Grants & Donations	1,097,000	-	-	1,097,000	- %	466,332	208.2 %
US Government Grants	1,159,000	950,476	-	208,524	82.0 %	808,768	32.9 %
Private and Developer Donations	-	32,750	20,000	(32,750)	- %	-	- %
Capital Construction Fund	-	-	-	-	- %	(486)	- %
	2,256,000	**983,226**	**20,000**	**1,272,774**	**43.6%**	**1,274,614**	**47.0%**
LID CAPITAL CONSTRUCTION FUND							
LID Construction	-	136	136	(136)	- %	135	- %
	-	**136**	**136**	**(136)**	**0.0%**	**135**	**0.0%**
TOTAL CAPITAL & LID CONSTRUCTION FUNDS	**2,256,000**	**983,362**	**20,136**	**1,272,638**	**43.6 %**	**1,274,749**	**47.0 %**
TOTAL TAX SUPPORTED FUNDS	**23,334,607**	**23,157,869**	**69,809**	**176,739**	**99.24 %**	**21,718,980**	**96.84 %**

CITY OF BAINBRIDGE ISLAND

REVENUES BY FUND
FY 2014 THROUGH EOY

FUND/ACCOUNT	2014 REVISED BUDGET	2014 YTD COLLECTED	2014 MTD COLLECTED	2014 REMAINING TO COLLECT	2014 % COLL	2013 YTD COLLECTED	2013 % COLL
UTILITY SUPPORTED FUNDS							
WATER OPERATING FUND							
Water Charges	968,443	1,078,417	1,355	(109,974)	111.4 %	1,421,490	105.4 %
U.L.I.D. Assessments	-	-	-	-	- %	-	- %
Connections & All Others	37,100	128,053	-	(90,953)	345.2 %	169,719	457.5 %
Interest on Investments-Utility	13,840	27,092	27,092	(13,252)	195.7 %	25,610	185.0 %
	1,019,383	**1,233,561**	**28,446**	**(214,178)**	**121.0%**	**1,616,819**	**115.5%**
SEWER OPERATING FUND							
Sewer Charges	3,500,000	3,502,820	-	(2,820)	100.1 %	3,605,770	103.0 %
U.L.I.D. Assessments	316,918	330,784	48,527	(13,865)	104.4 %	336,254	106.1 %
Connections & All Others	200,000	250,256	-	(50,256)	125.1 %	475,887	237.9 %
Interest on Investments-Utility	-	17,874	17,874	(17,874)	- %	16,051	- %
	4,016,918	**4,101,733**	**66,401**	**(84,815)**	**102.1%**	**4,433,963**	**110.4%**
STORM & SURFACE WATER FUND							
Storm Water Management Charges	2,083,279	1,975,735	-	107,544	94.8 %	2,004,761	85.9 %
U.L.I.D. Assessments	-	-	-	-	- %	-	- %
Connections & All Others	343,000	90,330	-	252,670	26.3 %	124,166	46.3 %
Interest on Investments-Utility	3,060	4,771	4,771	(1,711)	155.9 %	5,681	185.7 %
	2,429,339	**2,070,836**	**4,771**	**358,503**	**85.2%**	**2,134,608**	**82.0%**
TOTAL UTILITY SUPPORTED FUNDS	7,465,640	**7,406,130**	**99,618**	**59,510**	**99.2 %**	8,185,390	102.1 %
TOTAL REVENUE - ALL FUNDS	30,800,248	**30,563,999**	**169,427**	**236,249**	**99.2%**	**29,904,370**	**98.2%**

CITY OF BAINBRIDGE ISLAND

SUMMARY - GENERAL FUND (001)
FY 2014 THROUGH EOY

	2014 REVISED BUDGET	2014 YTD EXPENDED	2014 MTD EXPENDED	2014 ENCUMB.	2014 AVAILABLE BALANCE	2014 % USED	2013 YTD EXPENDED	2013 % USED
Salaries	5,150,511	4,922,962	(3,812)	-	227,549	95.58	4,581,168	91.6 %
Benefits	2,221,812	1,773,132	-	-	448,680	79.81	1,730,249	92.3 %
SALARIES & BENEFITS	7,372,323	6,696,094	(3,812)	-	676,229	90.83	6,311,417	91.8 %
SUPPLIES								
Supplies	372,857	255,768	(4,814)	-	117,089	68.60	270,278	79.7 %
Computer Equipment & Software	61,634	58,916	-	-	2,718	95.59	53,100	92.1 %
TOTAL SUPPLIES	434,491	314,684	(4,814)	-	119,807	72.43	323,378	81.5 %
Professional Services	946,705	1,143,622	(290)	-	(196,917)	120.80	1,043,525	115.0 %
Community Services	442,143	312,089	5,000	-	130,054	70.59	284,187	74.1 %
Communication	116,965	84,327	-	-	32,637	72.10	74,876	77.5 %
Travel	14,115	29,496	-	-	(15,381)	208.97	34,266	280.3 %
Training	124,000	96,975	-	-	27,025	78.21	55,208	49.7 %
Advertising	13,633	9,480	-	-	4,153	69.53	9,491	69.6 %
Operating Leases	127,730	121,731	-	-	5,998	95.30	110,505	85.8 %
Insurance	343,241	305,698	-	-	37,543	89.06	330,711	96.3 %
Utilities	187,460	197,614	-	-	(10,154)	105.42	188,014	106.5 %
Repair & Maintenance	514,092	437,554	-	-	76,538	85.11	357,683	85.8 %
All Other Miscellaneous	174,642	68,153	(5,650)	-	106,489	39.02	56,932	91.5 %
Operating Strategic Planning	60,000	-	-	-	60,000	-	-	- %
TOTAL SERVICES & CHARGES	3,064,725	2,806,739	(940)	-	257,986	91.58	2,545,396	96.0 %
Intergovernmental-Professional Services	532,229	423,450	5,772	-	108,779	79.56	432,201	82.0 %
Intergovernmental-Taxes and Assessments	27,647	23,250	-	-	4,398	84.09	23,828	86.2 %
Interfund - Taxes and Assessments	100,000	100,000	-	-	-	100.00	120,000	100.0 %
TOTAL INTERGOVERNMENTAL & INTERFUND	659,876	546,700	5,772	-	113,176	82.85	576,029	85.4 %
TOTAL OPERATING EXPENDITURES	11,531,415	10,364,216	(3,794)	-	1,167,198	89.88	9,756,221	92.1 %
NON-OPERATING EXPENDITURES								
Capital Equipment	339,099	263,218	-	-	75,881	77.62	13,087	23.6 %
Capital Projects	234,648	78,505	(227)	-	156,143	33.46	76,466	56.6 %
Debt Service	179,460	299,403	(535)	118,924	(238,867)	233.10	189,845	97.9 %
Operating Transfers	5,861,817	1,588,223	296,337	-	4,273,594	27.09	3,582,175	52.9 %
TOTAL NON-OPERATING EXPENDITURES	6,615,024	2,229,349	295,575	118,924	4,266,751	35.50	3,861,573	54.0 %
TOTAL: EXPENDITURES	18,146,439	12,593,566	291,782	118,924	5,433,949	70.06	13,617,794	76.7 %

CITY OF BAINBRIDGE ISLAND

SUMMARY - STREETS FUND (101)
FY 2014 THROUGH EOY

	2014 REVISED BUDGET	2014 YTD EXPENDED	2014 MTD EXPENDED	2014 ENCUMB.	2014 AVAILABLE BALANCE	2014 % USED	2013 YTD EXPENDED	2013 % USED
Salaries	1,050,946	998,310	-	-	52,636	94.99	970,160	95.4 %
Benefits	416,655	405,041	-	-	11,614	97.21	379,811	96.6 %
SALARIES & BENEFITS	1,467,600	1,403,350	-	-	64,250	95.62	1,349,971	95.7 %
SUPPLIES								
Supplies	39,890	131,141	28,026	-	(91,251)	328.76	118,893	298.1 %
TOTAL SUPPLIES	39,890	131,141	28,026	-	(91,251)	328.76	118,893	298.1 %
Professional Services	224,387	79,120	773	-	145,267	35.26	40,218	66.5 %
Communication	3,672	1,152	-	-	2,520	31.38	209	5.7 %
Travel	1,750	36	-	-	1,714	2.06	2	0.1 %
Training	4,060	4,179	-	-	(119)	102.93	9,358	230.5 %
Advertising	800	2,495	-	-	(1,695)	311.91	1,920	240.0 %
Operating Leases	100,131	105,669	-	-	(5,538)	105.53	121,299	108.9 %
Insurance	84,134	72,367	-	-	11,767	86.01	86,230	102.5 %
Utilities	57,040	68,799	-	-	(11,759)	120.62	66,503	22.2 %
Repair & Maintenance	1,331,659	870,420	15,965	-	461,239	65.36	955,338	282.3 %
All Other Miscellaneous	2,402	4,116	-	-	(1,714)	171.34	3,707	154.3 %
TOTAL SERVICES & CHARGES	1,810,035	1,208,353	16,737	-	601,682	66.76	1,284,784	141.7 %
Intergovernmental-Professional Services	-	1,825	-	-	(1,825)	-	2,729	- %
Intergovernmental-Taxes and Assessments	2,040	-	-	-	2,040	-	-	- %
TOTAL INTERGOVERNMENTAL & INTERFUND	2,040	1,825	-	-	215	89.44	2,729	133.8 %
TOTAL OPERATING EXPENDITURES	3,319,566	2,744,668	44,763	-	574,897	82.68	2,756,377	116.8 %
NON-OPERATING EXPENDITURES								
Capital Equipment	75,000	54,004	-	-	20,996	72.01	-	- %
Capital Projects	94,377	86,587	-	-	7,790	91.75	1,800	0.2 %
Operating Transfers	-	118,200	118,200	-	(118,200)	-	-	- %
TOTAL NON-OPERATING EXPENDITURES	169,377	258,791	118,200	-	(89,414)	152.79	1,800	0.2 %
TOTAL: EXPENDITURES	3,488,942	3,003,460	162,963	-	485,483	86.09	2,758,177	79.9 %

CITY OF BAINBRIDGE ISLAND

SUMMARY - BUILDING & DEVELOPMENT SERVICES FUND (407)
FY 2014 THROUGH EOY

	2014 REVISED BUDGET	2014 YTD EXPENDED	2014 MTD EXPENDED	2014 ENCUMB.	2014 AVAILABLE BALANCE	2014 % USED	2013 YTD EXPENDED	2013 % USED
Salaries	1,244,803	1,138,825	-	-	105,977	91.49	1,060,130	86.5 %
Benefits	512,316	400,768	-	-	111,548	78.23	373,648	79.3 %
SALARIES & BENEFITS	1,757,119	1,539,594	-	-	217,525	87.62	1,433,778	84.5 %
SUPPLIES								
Supplies	11,883	7,688	-	-	4,195	64.70	11,811	99.4 %
TOTAL SUPPLIES	11,883	7,688	-	-	4,195	64.70	11,811	99.4 %
Professional Services	77,000	142,740	-	-	(65,740)	185.38	51,835	64.6 %
Communication	4,109	2,223	-	-	1,886	54.10	1,454	35.4 %
Travel	7,255	140	-	-	7,115	1.93	-	- %
Training	1,224	5,559	-	-	(4,335)	454.18	2,849	232.8 %
Advertising	10,506	10,152	-	-	354	96.63	12,870	122.5 %
Operating Leases	144,813	128,759	-	-	16,054	88.91	128,473	95.6 %
Insurance	71,421	61,899	-	-	9,521	86.67	79,250	111.0 %
Repair & Maintenance	14,904	5,156	-	-	9,747	34.60	777	5.2 %
All Other Miscellaneous	32,956	5,290	-	-	27,666	16.05	4,839	14.7 %
TOTAL SERVICES & CHARGES	364,188	361,919	-	-	2,269	99.38	282,348	79.1 %
Intergovernmental-Professional Services	4,590	5,541	-	-	(951)	120.71	2,319	50.5 %
TOTAL INTERGOVERNMENTAL & INTERFUND	4,590	5,541	-	-	(951)	120.71	2,319	50.5 %
TOTAL OPERATING EXPENDITURES	2,137,780	1,914,741	-	-	223,039	89.57	1,730,256	83.6 %
NON-OPERATING EXPENDITURES								
TOTAL NON-OPERATING EXPENDITURES	-	-	-	-	-	-	-	- %
TOTAL: EXPENDITURES	2,137,780	1,914,741	-	-	223,039	89.57	1,730,256	83.6 %

CITY OF BAINBRIDGE ISLAND

SUMMARY - WATER UTILITY FUND (401)
FY 2014 THROUGH EOY

	2014 REVISED BUDGET	2014 YTD EXPENDED	2014 MTD EXPENDED	2014 ENCUMB.	2014 AVAILABLE BALANCE	2014 % USED	2013 YTD EXPENDED	2013 % USED
Salaries	410,108	378,882	-	-	31,225	92.39	361,296	90.0 %
Benefits	180,270	143,677	-	-	36,593	79.70	131,839	76.2 %
SALARIES & BENEFITS	590,378	522,559	-	-	67,819	88.51	493,135	85.8 %
SUPPLIES								
Supplies	42,532	43,562	-	-	(1,030)	102.42	38,814	91.3 %
TOTAL SUPPLIES	42,532	43,562	-	-	(1,030)	102.42	38,814	91.3 %
Professional Services	188,915	103,688	-	-	85,227	54.89	46,094	25.1 %
Community Services	10,000	10,000	-	-	-	100.00	10,000	- %
Communication	20,690	15,166	-	-	5,524	73.30	15,077	72.9 %
Travel	1,850	63	-	-	1,787	3.41	8	0.4 %
Training	4,060	1,565	-	-	2,495	38.55	1,654	40.7 %
Advertising	-	-	-	-	-	-	95	- %
Operating Leases	57,737	29,595	-	-	28,142	51.26	32,606	90.5 %
Insurance	23,505	19,564	-	-	3,942	83.23	23,397	99.5 %
Utilities	74,460	89,346	-	-	(14,886)	119.99	86,091	115.6 %
Repair & Maintenance	35,500	9,958	-	-	25,542	28.05	57,389	161.7 %
All Other Miscellaneous	8,957	6,259	-	-	2,698	69.88	5,573	62.2 %
TOTAL SERVICES & CHARGES	425,674	285,206	-	-	140,469	67.00	277,983	71.5 %
Intergovernmental-Professional Services	5,100	2,742	-	-	2,358	53.77	1,068	20.9 %
Intergovernmental-Taxes and Assessments	53,950	37,102	-	-	16,848	68.77	58,017	94.4 %
Interfund - Taxes and Assessments	50,400	74,014	1,451	-	(23,614)	146.85	96,345	103.6 %
TOTAL INTERGOVERNMENTAL & INTERFUND	109,450	113,858	1,451	-	(4,408)	104.03	155,431	97.4 %
TOTAL OPERATING EXPENDITURES	1,168,034	965,185	1,451	-	202,850	82.63	965,363	82.8 %
NON-OPERATING EXPENDITURES								
Capital Equipment	115,000	-	-	-	115,000	-	-	- %
Capital Projects	99,000	8,427	-	-	90,573	8.51	298,607	87.9 %
TOTAL NON-OPERATING EXPENDITURES	214,000	8,427	-	-	205,573	3.94	298,607	85.4 %
TOTAL: EXPENDITURES	1,382,034	973,612	1,451	-	408,423	70.45	1,263,970	83.4 %

CITY OF BAINBRIDGE ISLAND

SUMMARY - SEWER UTILITY FUND (402)
FY 2014 THROUGH EOY

	2014 REVISED BUDGET	2014 YTD EXPENDED	2014 MTD EXPENDED	2014 ENCUMB.	2014 AVAILABLE BALANCE	2014 % USED	2013 YTD EXPENDED	2013 % USED
Salaries	724,314	701,158	-	-	23,156	96.80	665,880	94.0 %
Benefits	312,834	270,209	-	-	42,625	86.37	246,002	81.6 %
SALARIES & BENEFITS	1,037,148	971,367	-	-	65,781	93.66	911,882	90.3 %
SUPPLIES								
Supplies	68,914	82,989	(5,864)	-	(14,075)	120.42	86,970	126.2 %
TOTAL SUPPLIES	68,914	82,989	(5,864)	-	(14,075)	120.42	86,970	126.2 %
Professional Services	228,860	171,773	-	-	57,087	75.06	137,804	27.4 %
Communication	31,008	22,352	-	-	8,656	72.08	21,765	70.2 %
Travel	1,850	-	-	-	1,850	-	-	- %
Training	4,060	2,504	-	-	1,556	61.67	1,318	32.5 %
Advertising	-	244	-	-	(244)	-	-	- %
Operating Leases	84,914	77,088	-	-	7,826	90.78	69,712	108.3 %
Insurance	42,406	35,914	-	-	6,491	84.69	42,776	100.9 %
Utilities	212,704	194,485	-	-	18,219	91.43	171,875	80.8 %
Repair & Maintenance	76,715	69,430	-	-	7,285	90.50	51,074	58.9 %
All Other Miscellaneous	15,920	9,483	-	-	6,437	59.57	8,523	53.5 %
TOTAL SERVICES & CHARGES	698,437	583,274	-	-	115,163	83.51	504,847	52.4 %
Intergovernmental-Professional Services	151,100	161,285	-	-	(10,185)	106.74	150,230	99.4 %
Intergovernmental-Taxes and Assessments	65,926	59,335	-	-	6,591	90.00	70,686	107.2 %
Interfund - Taxes and Assessments	210,000	246,104	3,640	-	(36,104)	117.19	266,038	106.0 %
TOTAL INTERGOVERNMENTAL & INTERFUND	427,026	466,724	3,640	-	(39,698)	109.30	486,953	104.1 %
TOTAL OPERATING EXPENDITURES	2,231,525	2,104,353	(2,224)	-	127,171	94.30	1,990,653	79.3 %
NON-OPERATING EXPENDITURES								
Capital Equipment	10,000	-	-	-	10,000	-	-	- %
Capital Projects	4,949,612	2,741,821	327	-	2,207,791	55.39	313,853	36.6 %
Debt Service	1,606,019	1,391,607	(327)	-	214,412	86.65	1,371,469	78.4 %
TOTAL NON-OPERATING EXPENDITURES	6,565,631	4,133,428	-	-	2,432,203	62.96	1,685,322	64.6 %
TOTAL: EXPENDITURES	8,797,155	6,237,781	(2,224)	-	2,559,374	70.91	3,675,975	71.8 %

CITY OF BAINBRIDGE ISLAND

SUMMARY - SSWM UTILITY FUND (403)
FY 2014 THROUGH EOY

	2014 REVISED BUDGET	2014 YTD EXPENDED	2014 MTD EXPENDED	2014 ENCUMB.	2014 AVAILABLE BALANCE	2014 % USED	2013 YTD EXPENDED	2013 % USED
Salaries	806,253	758,515	-	-	47,738	94.08	727,811	90.2 %
Benefits	291,408	296,035	-	-	(4,626)	101.59	276,504	79.5 %
SALARIES & BENEFITS	1,097,661	1,054,550	-	-	43,112	96.07	1,004,314	87.0 %
SUPPLIES								
Supplies	67,998	64,859	-	-	3,139	95.38	79,105	92.5 %
Computer Equipment & Software	2,125	130	-	-	1,995	6.14	-	- %
TOTAL SUPPLIES	70,123	64,990	-	-	5,133	92.68	79,105	89.9 %
Professional Services	193,513	156,798	(290)	-	36,716	81.03	222,839	80.5 %
Communication	587	1,043	-	-	(456)	177.75	376	7.7 %
Travel	-	23	-	-	(23)	-	30	1.7 %
Training	2,000	4,133	(40)	-	(2,133)	206.63	1,733	42.7 %
Advertising	-	-	-	-	-	-	205	- %
Operating Leases	77,823	78,050	-	-	(227)	100.29	89,326	100.0 %
Insurance	38,737	38,737	-	-	-	100.00	47,767	95.6 %
Utilities	126,335	50,014	-	-	76,321	39.59	115,495	91.0 %
Repair & Maintenance	17,500	5,520	-	-	11,980	31.54	45,888	38.7 %
All Other Miscellaneous	31,120	34,542	-	-	(3,422)	111.00	14,339	83.9 %
TOTAL SERVICES & CHARGES	487,615	368,861	(330)	-	118,755	75.65	537,998	78.0 %
Intergovernmental-Professional Services	33,150	24,299	(5,772)	-	8,851	73.30	28,696	93.8 %
Intergovernmental-Taxes and Assessments	30,892	29,319	-	-	1,573	94.91	33,303	107.8 %
Interfund - Taxes and Assessments	141,000	124,250	286	-	16,750	88.12	128,076	90.8 %
TOTAL INTERGOVERNMENTAL & INTERFUND	205,042	177,868	(5,486)	-	27,174	86.75	190,075	93.9 %
TOTAL OPERATING EXPENDITURES	1,860,441	1,666,268	(5,816)	-	194,173	89.56	1,811,492	84.9 %
NON-OPERATING EXPENDITURES								
Capital Equipment	88,000	68,616	-	-	19,385	77.97	-	- %
Capital Projects	822,997	457,205	-	-	365,792	55.55	294,739	32.3 %
Debt Service	53,697	53,697	-	-	-	100.00	59,531	93.1 %
TOTAL NON-OPERATING EXPENDITURES	964,694	579,518	-	-	385,177	60.07	354,269	35.9 %
TOTAL: EXPENDITURES	2,825,135	2,245,785	(5,816)	-	579,350	79.49	2,165,762	69.4 %

CITY OF BAINBRIDGE ISLAND

SUMMARY - ALL DEPARTMENTS/FUNDS
FY 2014 THROUGH EOY

CITY COUNCIL	2014 REVISED BUDGET	2014 YTD EXPENDED	2014 MTD EXPENDED	2014 ENCUMB.	2014 AVAILABLE BALANCE	2014 % USED	2013 YTD EXPENDED	2013 % USED
Salaries	87,000	87,050	-	-	(50)	100.06	86,450	99.4 %
Benefits	7,866	6,766	-	-	1,100	86.02	6,689	89.6 %
SALARIES & BENEFITS	94,866	93,816	-	-	1,050	98.89	93,139	98.6 %
SUPPLIES								
Supplies	1,734	452	-	-	1,282	26.09	433	25.0 %
Computer Equipment & Software	-	-	-	-	-	-	-	- %
TOTAL SUPPLIES	1,734	452	-	-	1,282	26.09	433	25.0 %
Professional Services	1,938	-	-	-	1,938	-	7,978	80.3 %
Communication	-	-	-	-	-	-	-	- %
Travel	510	-	-	-	510	-	-	- %
Training	-	1,130	-	-	(1,130)	-	110	- %
Advertising	2,040	2,252	-	-	(212)	110.38	2,376	116.5 %
Operating Leases	714	-	-	-	714	-	50	7.0 %
Repair & Maintenance	-	-	-	-	-	-	-	- %
All Other Miscellaneous	411	750	-	-	(339)	182.46	-	- %
Contingency	-	-	-	-	-	-	-	- %
Operating Strategic Planning	-	-	-	-	-	-	-	- %
TOTAL SERVICES & CHARGES	5,613	4,131	-	-	1,482	73.60	10,514	77.2 %
Intergovernmental-Professional Services	-	-	-	-	-	-	-	- %
TOTAL OPERATING EXPENDITURES	102,214	98,400	-	-	3,813	96.27	104,086	94.8 %
NON-OPERATING EXPENDITURES								
Capital Equipment	-	-	-	-	-	-	-	- %
TOTAL NON-OPERATING EXPENDITURES	-	-	-	-	-	-	-	- %
TOTAL: CITY COUNCIL	102,214	98,400	-	-	3,813	96.3	104,086	94.8

CITY OF BAINBRIDGE ISLAND

SUMMARY - ALL DEPARTMENTS/FUNDS
FY 2014 THROUGH EOY

MUNICIPAL COURT	2014 REVISED BUDGET	2014 YTD EXPENDED	2014 MTD EXPENDED	2014 ENCUMB.	2014 AVAILABLE BALANCE	2014 % USED	2013 YTD EXPENDED	2013 % USED
Salaries	398,171	363,544	-	-	34,627	91.30	386,516	94.0 %
Benefits	113,299	110,210	-	-	3,089	97.27	121,335	110.7 %
SALARIES & BENEFITS	511,471	473,754	-	-	37,716	92.63	507,851	97.5 %
SUPPLIES								
Supplies	3,754	4,941	-	-	(1,187)	131.62	3,227	86.0 %
Computer Equipment & Software	-	-	-	-	-	-	-	- %
TOTAL SUPPLIES	3,754	4,941	-	-	(1,187)	131.62	3,227	86.0 %
Professional Services	12,240	5,926	-	-	6,314	48.42	6,582	53.8 %
Communication	51	6	-	-	45	11.94	-	- %
Travel	1,530	1,362	-	-	168	88.99	931	60.9 %
Training	510	4,462	-	-	(3,952)	874.83	1,143	224.1 %
Advertising	-	-	-	-	-	-	-	- %
Operating Leases	18,360	13,365	-	-	4,995	72.80	14,068	76.6 %
Utilities	-	-	-	-	-	-	-	- %
Repair & Maintenance	1,224	390	-	-	834	31.84	190	15.5 %
All Other Miscellaneous	3,060	2,232	-	-	828	72.94	3,291	107.5 %
TOTAL SERVICES & CHARGES	36,975	27,743	-	-	9,232	75.03	26,204	70.9 %
Intergovernmental-Professional Services	510	-	-	-	510	-	-	- %
TOTAL INTERGOVERNMENTAL & INTERFUND	510	-	-	-	510	-	-	- %
TOTAL OPERATING EXPENDITURES	552,710	506,438	-	-	46,272	91.63	537,282	95.6 %
NON-OPERATING EXPENDITURES								
Capital Equipment	-	-	-	-	-	-	-	- %
Capital Projects	-	-	-	-	-	-	-	- %
TOTAL NON-OPERATING EXPENDITURES	-	-	-	-	-	-	-	- %
TOTAL: MUNICIPAL COURT	552,710	506,438	-	-	46,272	91.6	537,282	95.6

CITY OF BAINBRIDGE ISLAND

SUMMARY - ALL DEPARTMENTS/FUNDS
FY 2014 THROUGH EOY

EXECUTIVE	2014 REVISED BUDGET	2014 YTD EXPENDED	2014 MTD EXPENDED	2014 ENCUMB.	2014 AVAILABLE BALANCE	2014 % USED	2013 YTD EXPENDED	2013 % USED
Salaries	884,250	746,098	(1,503)	-	138,152	84.38	532,990	80.4 %
Benefits	298,558	274,579	-	-	23,979	91.97	198,402	92.9 %
SALARIES & BENEFITS	1,182,808	1,020,677	(1,503)	-	162,131	86.29	731,392	83.5 %
SUPPLIES								
Supplies	42,364	23,995	-	-	18,369	56.64	7,013	95.2 %
Computer Equipment & Software	-	5,315	-	-	(5,315)	-	-	- %
TOTAL SUPPLIES	42,364	29,310	-	-	13,054	69.19	7,013	95.2 %
Professional Services	742,881	931,723	(290)	-	(188,842)	125.42	643,252	100.0 %
Community Services	413,516	374,698	5,000	-	38,818	90.61	341,356	95.0 %
Communication	612	7,171	-	-	(6,559)	1,171.69	1,238	202.2 %
Travel	4,275	6,406	-	-	(2,131)	149.86	4,239	251.9 %
Training	46,874	40,348	-	-	6,526	86.08	21,642	75.0 %
Advertising	6,528	4,155	-	-	2,373	63.65	3,301	50.6 %
Operating Leases	6,416	18,846	-	-	(12,431)	293.75	15,321	238.8 %
Insurance	-	95	-	-	(95)	-	45	- %
Utilities	-	-	-	-	-	-	-	- %
Repair & Maintenance	3,161	577	-	-	2,584	18.25	564	17.8 %
All Other Miscellaneous	148,768	7,486	-	-	141,282	5.03	17,443	51.7 %
Operating Strategic Planning	-	-	-	-	-	-	-	- %
TOTAL SERVICES & CHARGES	1,373,031	1,391,505	4,710	-	(18,475)	101.35	1,048,401	96.7 %
Intergovernmental-Professional Services	-	4,908	-	-	(4,908)	-	2,599	- %
TOTAL INTERGOVERNMENTAL & INTERFUND	-	4,908	-	-	(4,908)	-	2,599	- %
TOTAL OPERATING EXPENDITURES	2,598,203	2,446,400	3,207	-	151,803	94.16	1,789,405	90.9 %
NON-OPERATING EXPENDITURES								
Capital Equipment	-	-	-	-	-	-	-	- %
Capital Projects	-	511	-	-	(511)	-	21,825	109.1 %
Debt Service	-	-	-	-	-	-	-	- %
TOTAL NON-OPERATING EXPENDITURES	-	511	-	-	(511)	-	21,825	109.1 %
TOTAL: EXECUTIVE	2,598,203	2,446,912	3,207	-	151,291	94.2	1,811,230	91.1

CITY OF BAINBRIDGE ISLAND

SUMMARY - ALL DEPARTMENTS/FUNDS
FY 2014 THROUGH EOY

FINANCE & ADMINISTRATIVE SERVICES	2014 REVISED BUDGET	2014 YTD EXPENDED	2014 MTD EXPENDED	2014 ENCUMB.	2014 AVAILABLE BALANCE	2014 % USED	2013 YTD EXPENDED	2013 % USED
Salaries	1,059,325	1,106,762	(2,309)	-	(47,437)	104.48	1,058,067	98.5 %
Benefits	390,652	382,296	-	-	8,357	97.86	353,612	92.7 %
SALARIES & BENEFITS	1,449,977	1,489,057	(2,309)	-	(39,080)	102.70	1,411,680	97.0 %
SUPPLIES								
Supplies	23,209	11,654	-	-	11,555	50.21	26,072	112.3 %
Computer Equipment & Software	53,134	49,621	-	-	3,513	93.39	53,100	99.9 %
TOTAL SUPPLIES	76,343	61,275	-	-	15,068	80.26	79,172	103.7 %
Professional Services	96,790	73,360	-	-	23,430	75.79	169,158	261.1 %
Community Services	-	-	-	-	-	-	10,000	- %
Communication	1,836	-	-	-	1,836	-	-	- %
Travel	13,105	4,236	-	-	8,869	32.33	22,181	149.3 %
Training	12,500	7,989	-	-	4,511	63.91	6,791	54.3 %
Advertising	2,040	614	-	-	1,426	30.09	706	34.6 %
Operating Leases	38,785	37,516	-	-	1,270	96.73	38,582	99.5 %
Insurance	24	178	-	-	(154)	754.19	130	550.8 %
Utilities	-	-	-	-	-	-	-	- %
Repair & Maintenance	221,652	216,808	-	-	4,844	97.81	135,105	89.3 %
All Other Miscellaneous	10,042	2,427	94	-	7,615	24.17	3,200	42.4 %
Operating Strategic Planning	-	-	-	-	-	-	-	- %
TOTAL SERVICES & CHARGES	396,774	343,128	94	-	53,646	86.48	385,854	131.4 %
Intergovernmental-Professional Services	-	100	-	-	(100)	-	-	- %
Intergovernmental-Taxes and Assessments	-	-	-	-	-	-	-	- %
Interfund - Taxes and Assessments	-	-	-	-	-	-	-	- %
TOTAL INTERGOVERNMENTAL & INTERFUND	-	100	-	-	(100)	-	-	- %
TOTAL OPERATING EXPENDITURES	1,923,094	1,893,561	(2,215)	-	29,533	98.46	1,876,706	102.8 %
NON-OPERATING EXPENDITURES								
Capital Equipment	150,330	110,511	-	-	39,819	73.51	-	- %
Capital Projects	71,525	55,710	-	-	15,816	77.89	38,025	52.8 %
Debt Service	-	-	-	-	-	-	-	- %
Other Non-Operating Expenditures	-	-	-	-	-	-	-	- %
Operating Transfers	8,461,817	4,057,367	581,920	-	4,404,450	47.95	5,131,446	59.9 %
TOTAL NON-OPERATING EXPENDITURES	8,683,672	4,223,587	581,920	-	4,460,085	48.64	5,169,471	59.8 %
TOTAL: FINANCE & ADMINISTRATIVE SERVI	10,606,766	6,117,148	579,705	-	4,489,618	57.7	7,046,176	67.3

CITY OF BAINBRIDGE ISLAND

SUMMARY - ALL DEPARTMENTS/FUNDS
FY 2014 THROUGH EOY

PUBLIC SAFETY	2014 REVISED BUDGET	2014 YTD EXPENDED	2014 MTD EXPENDED	2014 ENCUMB.	2014 AVAILABLE BALANCE	2014 % USED	2013 YTD EXPENDED	2013 % USED
Salaries	2,335,718	2,176,580	-	-	159,139	93.19	2,082,412	86.5 %
Benefits	886,434	786,914	-	-	99,520	88.77	773,253	90.1 %
SALARIES & BENEFITS	3,222,152	2,963,494	-	-	258,659	91.97	2,855,665	87.4 %
SUPPLIES								
Supplies	155,244	119,377	(4,876)	-	35,867	76.90	125,254	74.0 %
Computer Equipment & Software	4,500	3,979	-	-	521	88.43	-	- %
TOTAL SUPPLIES	159,744	123,356	(4,876)	-	36,388	77.22	125,254	72.0 %
Professional Services	63,040	57,883	-	-	5,157	91.82	112,851	150.4 %
Communication	-	-	-	-	-	-	-	- %
Travel	5,420	16,168	-	-	(10,748)	298.30	5,156	84.2 %
Training	55,251	32,260	-	-	22,991	58.39	13,922	25.2 %
Advertising	2,040	1,828	-	-	212	89.62	925	45.4 %
Operating Leases	6,120	5,667	-	-	453	92.60	5,309	86.7 %
Insurance	30	30	-	-	-	100.00	30	100.0 %
Utilities	-	-	-	-	-	-	-	- %
Repair & Maintenance	43,240	26,994	-	-	16,246	62.43	36,998	54.1 %
All Other Miscellaneous	12,000	11,886	-	-	114	99.05	12,610	74.0 %
Operating Strategic Planning	-	-	-	-	-	-	-	- %
TOTAL SERVICES & CHARGES	187,141	152,717	-	-	34,424	81.61	187,801	81.6 %
Intergovernmental-Professional Services	293,899	198,216	-	-	95,683	67.44	260,578	89.4 %
TOTAL INTERGOVERNMENTAL & INTERFUND	293,899	198,216	-	-	95,683	67.44	260,578	89.4 %
TOTAL OPERATING EXPENDITURES	3,862,936	3,437,783	(4,876)	-	425,154	88.99	3,429,298	86.6 %
NON-OPERATING EXPENDITURES								
Capital Equipment	162,000	145,349	-	-	16,651	89.72	13,087	87.2 %
Capital Projects	-	-	-	-	-	-	-	- %
Debt Service	-	-	-	-	-	-	-	- %
TOTAL NON-OPERATING EXPENDITURES	162,000	145,349	-	-	16,651	89.72	13,087	87.2 %
TOTAL: PUBLIC SAFETY	4,024,936	3,583,132	(4,876)	-	441,805	89.0	3,442,385	86.6

CITY OF BAINBRIDGE ISLAND

SUMMARY - ALL DEPARTMENTS/FUNDS
FY 2014 THROUGH EOY

PLANNING & COMMUNITY DEVELOPMEN	2014 REVISED BUDGET	2014 YTD EXPENDED	2014 MTD EXPENDED	2014 ENCUMB.	2014 AVAILABLE BALANCE	2014 % USED	2013 YTD EXPENDED	2013 % USED
Salaries	1,547,385	1,386,173	-	-	161,212	89.58	1,324,004	83.4 %
Benefits	639,459	495,771	-	-	143,689	77.53	473,913	78.8 %
SALARIES & BENEFITS	2,186,844	1,881,944	-	-	304,900	86.06	1,797,916	82.1 %
SUPPLIES								
Supplies	36,742	14,660	-	-	22,082	39.90	19,214	46.0 %
Computer Equipment & Software	-	-	-	-	-	-	-	- %
TOTAL SUPPLIES	36,742	14,660	-	-	22,082	39.90	19,214	46.0 %
Professional Services	21,600	74,492	-	-	(52,892)	344.87	56,090	42.7 %
Community Services	-	-	-	-	-	-	-	- %
Communication	34,478	7,529	-	-	26,948	21.84	-	- %
Travel	1,530	510	-	-	1,020	33.34	287	18.8 %
Training	3,519	8,746	-	-	(5,227)	248.54	4,205	119.5 %
Advertising	11,016	10,668	-	-	348	96.84	14,531	131.9 %
Operating Leases	29,886	18,881	-	-	11,005	63.18	18,410	61.6 %
Insurance	-	-	-	-	-	-	-	- %
Utilities	-	-	-	-	-	-	-	- %
Repair & Maintenance	16,904	5,441	-	-	11,463	32.19	762	4.5 %
All Other Miscellaneous	8,211	5,256	-	-	2,955	64.02	4,820	58.7 %
Operating Strategic Planning	-	-	-	-	-	-	-	- %
TOTAL SERVICES & CHARGES	127,143	131,523	-	-	(4,380)	103.45	99,104	45.8 %
Intergovernmental-Professional Services	10,000	77	-	-	9,923	0.77	149	1.5 %
TOTAL INTERGOVERNMENTAL & INTERFUND	10,000	77	-	-	9,923	0.77	149	1.5 %
TOTAL OPERATING EXPENDITURES	2,360,729	2,028,204	-	-	332,525	85.91	1,916,383	78.0 %
NON-OPERATING EXPENDITURES								
Capital Equipment	-	-	-	-	-	-	-	- %
Capital Projects	-	-	(3,853)	-	-	-	19,250	- %
Debt Service	-	-	-	-	-	-	-	- %
Other Non-Operating Expenditures	-	-	-	-	-	-	-	- %
Capital Spending Hold	-	-	-	-	-	-	-	- %
TOTAL NON-OPERATING EXPENDITURES	-	-	(3,853)	-	-	-	19,250	- %
TOTAL: PLANNING & COMMUNITY DEVELOI	2,360,729	2,028,204	(3,853)	-	332,525	85.9	1,935,633	78.7

CITY OF BAINBRIDGE ISLAND

SUMMARY - ALL DEPARTMENTS/FUNDS
FY 2014 THROUGH EOY

PUBLIC WORKS	2014 REVISED BUDGET	2014 YTD EXPENDED	2014 MTD EXPENDED	2014 ENCUMB.	2014 AVAILABLE BALANCE	2014 % USED	2013 YTD EXPENDED	2013 % USED
Salaries	3,047,895	2,832,989	-	-	214,905	92.95	2,748,521	95.6 %
Benefits	1,253,976	1,148,625	-	-	105,352	91.60	1,062,625	88.8 %
SALARIES & BENEFITS	4,301,871	3,981,614	-	-	320,257	92.56	3,811,146	93.6 %
SUPPLIES								
Supplies	332,926	408,626	22,224	-	(75,700)	122.74	423,338	126.5 %
Computer Equipment & Software	6,125	130	-	-	5,995	2.13	-	- %
TOTAL SUPPLIES	339,051	408,756	22,224	-	(69,705)	120.56	423,338	125.6 %
Professional Services	789,926	533,572	483	-	256,354	67.55	432,774	45.4 %
Communication	900	2,319	-	-	(1,419)	257.71	2,290	254.5 %
Travel	450	1,076	-	-	(626)	239.20	1,512	336.0 %
Training	20,240	16,684	(40)	-	3,556	82.43	23,636	86.6 %
Advertising	1,275	2,854	-	-	(1,579)	223.87	2,742	215.0 %
Operating Leases	23,140	39,915	-	-	(16,775)	172.49	35,391	139.9 %
Insurance	320	60	-	-	260	18.75	60	18.8 %
Utilities	8,000	8,090	-	-	(90)	101.12	108	- %
Repair & Maintenance	1,704,189	1,147,829	15,965	-	556,359	67.35	1,294,530	168.1 %
All Other Miscellaneous	33,140	28,068	181	-	5,072	84.70	22,282	63.4 %
Operating Strategic Planning	60,000	-	-	-	60,000	-	-	- %
TOTAL SERVICES & CHARGES	2,641,580	1,780,469	16,589	-	861,111	67.40	1,815,323	100.1 %
Intergovernmental-Professional Services	146,000	157,036	-	-	(11,036)	107.56	146,810	100.6 %
Intergovernmental-Taxes and Assessments	-	-	-	-	-	-	-	- %
TOTAL INTERGOVERNMENTAL & INTERFUND	146,000	157,036	-	-	(11,036)	107.56	146,810	100.6 %
TOTAL OPERATING EXPENDITURES	7,428,502	6,327,875	38,813	-	1,100,627	85.18	6,196,617	97.3 %
NON-OPERATING EXPENDITURES								
Capital Equipment	314,769	129,978	-	-	184,791	41.29	-	- %
Capital Projects	12,044,620	4,890,908	3,180	-	7,153,712	40.61	2,487,481	32.9 %
Capital Spending Hold	-	-	-	-	-	-	-	- %
TOTAL NON-OPERATING EXPENDITURES	12,359,389	5,020,886	3,180	-	7,338,503	40.62	2,487,481	32.5 %
TOTAL: PUBLIC WORKS	19,787,891	11,348,760	41,993	-	8,439,131	57.4	8,684,098	61.9

CITY OF BAINBRIDGE ISLAND

SUMMARY - ALL DEPARTMENTS/FUNDS
FY 2014 THROUGH EOY

GENERAL GOVERNMENT	2014 REVISED BUDGET	2014 YTD EXPENDED	2014 MTD EXPENDED	2014 ENCUMB.	2014 AVAILABLE BALANCE	2014 % USED	2013 YTD EXPENDED	2013 % USED
Salaries	27,191	199,458	-	-	(172,267)	733.55	147,486	286.9 %
Benefits	345,049	83,700	-	-	261,349	24.26	148,225	76.8 %
SALARIES & BENEFITS	372,240	283,158	-	-	89,082	76.07	295,711	121.0 %
SUPPLIES								
Supplies	8,100	2,301	-	-	5,799	28.40	1,319	21.6 %
Computer Equipment & Software	-	-	-	-	-	-	-	- %
TOTAL SUPPLIES	8,100	2,301	-	-	5,799	28.40	1,319	21.6 %
Professional Services	258,598	247,996	(5,000)	-	10,602	95.90	220,352	95.5 %
Community Services	116,209	30,420	-	-	85,789	26.18	33,550	28.9 %
Communication	139,154	109,238	-	-	29,916	78.50	110,228	76.8 %
Travel	-	-	-	-	-	-	-	- %
Training	510	3,295	-	-	(2,785)	646.10	670	131.4 %
Advertising	-	-	-	-	-	-	-	- %
Operating Leases	469,727	406,703	-	-	63,024	86.58	424,791	96.8 %
Insurance	603,071	533,816	-	-	69,255	88.52	609,867	99.3 %
Utilities	649,999	592,169	-	-	57,830	91.10	627,871	70.5 %
Repair & Maintenance	-	-	-	-	-	-	-	- %
All Other Miscellaneous	50,365	69,738	(5,925)	-	(19,372)	138.46	30,266	88.2 %
Contingency	-	-	-	-	-	-	-	- %
Operating Strategic Planning	-	-	-	-	-	-	-	- %
TOTAL SERVICES & CHARGES	2,287,633	1,993,375	(10,925)	-	294,258	87.14	2,057,594	83.4 %
Intergovernmental-Professional Services	275,760	258,805	-	-	16,955	93.85	207,107	76.6 %
Intergovernmental-Taxes and Assessments	180,455	149,005	-	-	31,450	82.57	185,835	98.9 %
Interfund - Taxes and Assessments	501,400	544,368	5,377	-	(42,968)	108.57	610,459	100.9 %
TOTAL INTERGOVERNMENTAL & INTERFUND	957,615	952,178	5,377	-	5,437	99.43	1,003,401	94.4 %
TOTAL OPERATING EXPENDITURES	3,625,588	3,231,011	(5,548)	-	394,577	89.12	3,358,026	88.8 %
NON-OPERATING EXPENDITURES								
Capital Equipment	-	-	-	-	-	-	-	- %
Capital Projects	-	-	-	-	-	-	-	- %
Debt Service	4,570,589	4,484,628	(861)	118,924	(32,964)	100.72	10,121,433	96.2 %
Operating Transfers	-	-	-	-	-	-	-	- %
TOTAL NON-OPERATING EXPENDITURES	4,570,589	4,484,628	(861)	118,924	(32,964)	100.72	10,121,433	96.2 %
TOTAL: GENERAL GOVERNMENT	8,196,177	7,715,639	(6,409)	118,924	361,614	95.6	13,479,459	94.3
GRAND TOTAL:	**48,229,625**	**33,844,633**	**609,767**	**118,924**	**14,266,068**	**70.4%**	**37,040,349**	**77.4 %**

Liaison Report, April 16, 2015

Prepared by Anne Blair

Harbor Commission, April 13, 2015

1. OPMA/PR training postponed due to lack of quorum and time constraint to await quorum.
2. Waterfront Park Upland project – Project Manager Mark Epstein and the committee reviewed the nearly 100% project design/concept drawings.
    - The Commission unanimously recommended redirecting project budget from the picnic pavilion to construction of ADA path to the dock. (Making this change expands the current boundaries of the Phase I project.) Mark agreed to research the costs involved in such a change and discuss this change with the Public Works Director and City Manager. Depending upon the outcome of that work, he will include this change in the mid-May project update and construction bid materials for City Council consideration.
    - The commission identified the following items of concern and/or improvements they wished to have considered as the design moves toward completion. (Note: these are not unanimous recommendations – simply items that seem to warrant further consideration.) Mark will research costs and, depending upon that information, incorporate into the design/plans.
        - i. Provide a hose-down area in front of existing restroom – Mark explained why this was outside the current scope of work and budget. (Very costly because the drain for this would have to go into the sanitary sewer – while preventing the storm water from entering the drain.)
        - ii. Provide a drinking fountain.
        - iii. Provide covered parking.
        - iv. Investigate replacing the dock on the west side of the boat launch.
3. 2015 Workplan draft reviewed and discussed. City Council will consider this plan at the April 21, 2015 Study Session.
    - A subcommittee of the commission (Elise Wright, chair) and the Harbor Master will talk with the City Manager about the Work Plan goal to meet the need for a seasonal staff person to serve as City Greeter/Dock-hand on the City Dock during the late-spring through early-autumn tourist influx.
4. Harbor Master Report: discussion and task assignments for the June Boaters' Festival. Much discussion about the publicity needs and limitations of city policy regarding social media as a community outreach/involvement tool.
    - Harbormaster led discussion about need for greater social media coverage of the marine waters/land access opportunities all around Bainbridge. She will work with Community Outreach Manager and legal team to draft policies/procedures that will make it possible to post information and easily accessible updates about BI harbors/water-land access on FB.
5. Emergency Flotilla recruitment: goal is a flotilla of 100 vessels; currently have 35 enrolled. The commission urged the Harbor Master to access permissible social media outreach to recruit island boat-owners/operators for the emergency flotilla. Noted that social media is an important tool for this recruiting effort.
6. Waterfront Dock replacement project:
    - a. John Brownlow presented a funding request for the dock replacement project to the appropriate Rotary Club committee. He requested help identifying/recruiting a Rotary member to champion this idea.
    - b. Discussion about moving the "new" dock to the west side of the boat launch. Mark Epstein will research this idea and, if feasible within the land-acquisition restrictions and contract approval process, will include it in the May 6 Council presentation/update.

7. Discussion about merger of the Harbor Commission and the Road Ends Committee. While supportive and enthusiastic about assuring more attention on harbors all around BI, commissioners expressed concerns about a committee merger focused ability to achieve the annual work plans of each committee when each already had identified and have council endorsement of those heavy work-loads.

Road Ends Committee, April 13, 2015

1. Review staff update on RE work during past month. This included an update on the Fletcher Landing renovation/improvement project.
2. Discussion about Right-of-Way encroachment at Gowan #18, Ocean #2 and Pleasant Lane #8. Bitsy will raise these issues with Morgan and report to the committee either by email or next meeting.
3. Discussion about safety risks at Woodland #47 – Harbor Steward Fred Grimm has volunteered to repair the staircase. Anne reminded the committee that capital improvements (safety type included) to City property needed to be completed within public facility guidelines. She will discuss the committee's desire to have Woodland stairway repaired soon – volunteer labor and free materials are available and, from the committee's perspective, a desirable option for completing this much needed safety improvement.
4. Rose Loop #20 and neighbor's application to install a dock that, due to geography, appears to intrude into the view corridor and usefulness of this road end. Bitsy has contacted the Planning Department and assured the RE Committee's concerns were noted within the public comment period on this permit.
5. Spring Fling event planning details were discussed. The location of this year's event is still under discussion. Go!! Bainbridge chair Dana Berg cannot assist this year; Bitsy will contact Sustainable Bainbridge for support.
6. Discussion about merger with Harbor Commission – concerns about how to accomplish tasks of two robust work plans. Agreed the concept has merit, if only because some committee members' terms are expiring and some wish to "retire". All are concerned that without the stewardship and focus on the Road Ends, these valuable assets could disappear through encroachment and inattention. Agreed to meet/greet with Harbor Commission on May 11. During the 30 minute meeting would exchange information about the two committees' charges and issues/concerns.
7. Bitsy will request an in-person update from project staff regarding the Fletcher Landing project.

To: City Council

From: Val Tollefson, UAC Liaison

Re: April 13, 2015 UAC meeting.

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

Also present: Barry Loveless, Val Tollefson; Jay Kinney, Dan Hamlin, Amy Swenson, and Ryan Vancil (BIMPRD); Lisa Marshall and Ellen Schroer, COBI; Robert Dashiell

1. Notes from January 12 and March 23 meetings approved as amended.
2. BIMPRD representatives reviewed their view of SSWM Utility rates as they have been applied to the Park District in the past, and offered several suggestions to the Committee for consideration as revision of the SSWM rate structure is considered by the Committee. Their written suggestions are attached and incorporated in these notes.
3. The Committee discussed the status of the Sewer Plan. Barry pointed out that Council had asked a couple of questions regarding capacity in the south island, which he was addressing. He suggested that he may propose to Council that the plan be adopted, and new information dealt with by addenda from time to time. At this point, it is not anticipated that UAC will need to do further work on that Plan. Once it is adopted, UAC may be asked to consider the fee schedule and/or rate structure for system development charges, in particular the fact that the utility is not currently collecting any "participation fees" for South Island sewer connections.
4. The Committee resumed its consideration of the SSWM plan, particularly addressing the Financial Analysis of Ch. VIII. Walking through this section, it is clear that there are needs that are not being met, and that the current rates or rate structure will not support anticipated capital needs beyond the next couple of years. Rates must be increased in some fashion, even if expenses are substantially trimmed.
5. Public Comment: Robert Dashiell suggested that the UAC should directly consider whether it is proper to include non-MS4 infrastructure in the SSWM utility. He suggested that doing so exposes the City to the possibility of a lawsuit. City Attorney Lisa Marshall took note of this comment.

Val Tollefson

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

BIMPRD Proposed SSWM Fee Legislation

Modified Bainbridge Island Municipal Code with Exemption from Fees.

Five Counties in Washington State exempt parklands in some manner: Chelan, Kitsap, Pierce, Skagit, and Walla Walla Counties.

Chelan and Kitsap Counties exempt parks by definition. For example in Kitsap County Code ("KCC") Section 12.40.050 the rate structure is set, and the rate listed for undeveloped land is "no charge." Under KCC Section 12.40.040 (17) "'Undeveloped land' means unimproved land, and land used for railroad transportation, unimproved forest land, unimproved agricultural land, **parks**, cemeteries, other resource production and open space as defined by the Kitsap County Zoning Ordinance." (emphasis supplied) Thus, by definition parks are exempt from SSWM fee charges in Kitsap County.

Pierce County specifically exempts parks by stating that the following are exempt from SSWM fee charges: "All parcels within national, state, county, and park and recreation district parks (except Lake Spanaway Golf Course) due to the community service these parcels serve." Pierce County Code 11.02.040.

Walla Walla County specifically exempts parks from SSWM fees, by providing: "Publically-owned parks, provided each park exempted by this section shall agree to maintain, construct and improve all drainage facilities contained within such rights-of-way in conformance with local, state, and federal water quality standards." Walla Walla County Code 11.04.060.

Skagit County uses the same definition structure identified above, but rather than a full exemption applies a flat rate of $10 per parcel.

In this case, the City of Bainbridge Island could modify its definition of impervious areas, which includes a list of fee exempt property types to exempt parks in the following manner:

> 13.24.050 B. "Impervious area" means any part of any parcel of land that has been modified by the action of persons to reduce the land's natural ability to absorb and hold rainfall. This includes areas which have been cleared, graded, paved or compacted.

Excluded, however, are all lawns, agricultural areas, landscaped areas, and all parcels within national, state, county, and metropolitan park and recreation district parks due to the community service these parcels serve.

BIMPRD Proposed SSWM Fee Legislation

Modified Bainbridge Island Municipal Code with a Fee.

1. Add a definition for undeveloped parcels that includes parks with limited impervious surface. Add the following definition to the definitions in Section 13.24.050:

> C. "Undeveloped parcel" shall mean any unimproved parcel without impervious surface area, including but not limited to land used for open space, public park property with a ratio of impervious to pervious surface of the property that does not exceed 5% percent, and as may be defined by the city's land use and development codes.

2. Change the current definition of "impervious surface" to include an exemption of undeveloped parcels as follows:

> 13.24.050 B. "Impervious area" means any part of any parcel of land that has been modified by the action of persons to reduce the land's natural ability to absorb and hold rainfall. This includes areas which are cleared, graded, paved or compacted. Excluded, however, are all meadows, pastures, lawns, agricultural areas, undeveloped parcels, playgrounds, landscaped areas, and ball fields.

3. Change section 13.24.070 to apply residential fee structure parks properties that are not exempt as undeveloped parcels and which have less than 50% impervious surface coverage of the property as follows:

> 13.24.070 Single-family, duplex residential, and park property fees.
>
> The monthly service fee for each single-family duplex residential dwelling, park property shall be $12.23; provided, that the ratio of impervious to pervious surface of the lot shall not exceed 50 percent. If the ratio of impervious to pervious surfaces exceeds 50 percent, the rate established in BIMC 13.24.080 shall apply.

2015 PROPOSED COUNCIL CALENDAR ITEMS

Absences	Clerk	Department	Timing (min)	*Study Session 7 pm*	Absences	Clerk	Department	Timing (min)	*Business Meeting 7 pm*
Morgan Michael	Kelly		25	21-Apr		Roz		25	28-Apr
				Executive Session - Potential Litigation, Review Qualifications/Performance , Property Acquisition (60 minutes)					Transportation Benefit District Meeting (following adjournment of Business Meeting)
		PW	20	Review Water System Plan Policies (Info.)			PCD	20	Public Hearing: Resolution No. 2015-02, Ferncliff Townhomes (formally Ferncliff Village Phase 2) Subdivision Amendment (Consider Action)
		FIN	15	Unaudited 2014 Year End Financial Report (Info.)				15	Oath of Office and Promotion Ceremony (Police Officers and Sargents)
		CC	15	Harbor Commission 2014 Annual Report and 2015 Work Plan (Info.)			EXEC	10	Friends of the Farms: Proposed Updates to Master Lease for City Owned Farmland Exhibits B and D - Unfinished Business (Consider Action)
		PCD	15	Resolution No. 2015-04, Approving Scope of Work for 2016 Comprehensive Plan Update (Info.)			EXEC	10	City's Green Power Participation - Unfinished Business (Consider Action)
		PCD	10	Planning Contracts			PW	5	Puget Sound Starts Here Proclamation (Consider Action)
				SMP Monitoring: Quantum Spatial, Inc. and University of Washington			CC	5	National Poetry Month Reading
		EXEC	10	Ordinance No. 2015-09, Business License Amendment Related to Retail Marijuana Sales (Info.)			CC	CA	Harbor Commission 2014 Annual Report and 2015 Work Plan (Consider Action)
		PW	10	Public Works Contract			EXEC	CA	Ordinance No. 2015-09, Business License Amendment Related to Retail Marijuana Sales (Consider Action)
				City Dock Improvement Design PSA (Info.)			PCD	CA	Resolution No. 2015-04, Approving Scope of Work for 2016 Comprehensive Plan Update (Consider Action)
		CC	5	National Poetry Month Reading			PW	CA	City Dock Improvement Design PSA (Consider Action)
			125					90	

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	5-May		Roz		25	12-May
		CC	20	Governance Manual Amendments (Info.)			PCD	10	Historic Preservation Commission Annual Blakely Awards (Presentation)
		EXEC	20	Community Services Funding (Info.)			PW	5	Proclaimation Declaring May 17-23, 2015 as Public Works Week (Consider Action)
		PW	15	Ordinance No. 2015-07 Traffic Impact Fees (1st Reading)			PW	CA	Ordinance No. 2015-07 Traffic Impact Fees (2nd Reading)
		PW	10	Resolution No. 2015-05 EstablishingTraffic Impact Fees (Info.)			FIN	CA	Ordinance Related to Q1, 2015 Budget Amendments (Consider Action)
		PCD	15	Proposed Revisions to Ericksen Avenue Design Guidelines (Info.)			PW	CA	Resolution No. 2015-05 EstablishingTraffic Impact Fees (Consider Action)
		FIN	10	Q1 Financial Reporting			PD	CA	Memorandum of Understanding with Pierce County to Assist with Security at US Open Event (Info.)
		FIN	10	Ordinance Related to Q1, 2015 Budget Amendments - 1st Reading (Info.)				40	
		PD	10	Memorandum of Understanding with Pierce County to Assist with Security at US Open Event (Info.)					
		PD	5	Proclamation Declaring May 10-16, 2015 as National Police Week (Consider Action)					Work Session
		PCD	5	Proclamation Declaring May, 2015 as Building Safety Month (Consider Action)			PW	45	Storm and Surface Water Management Utility Overview and Utility Advisory Committee Recommendations
			125						
Roger	Kelly		25	19-May		Roz		25	26-May
		EXEC	30	Funding Model for Public Art Program					
		EXEC	30	Public Safety Facility Site Selection					
		EXEC	20	Transfer of Pritchard Park to BIMPRD (Info.)					
		CC	15	Kitsap Economic Development Alliance Presentation					
			120						
									Work Session
							PW	45	Waterfront Park 100% Design Update (Info.)