



STUDY SESSION
Tuesday, September 15, 2015

AGENDA

1. EXECUTIVE SESSION

6:30 PM

- A.** Review the Performance of an Employee (RCW 42.30.110(1)(g))

2. CALL TO ORDER / ROLL CALL

7:00 PM

Mayor: Anne Blair

Deputy Mayor: Michael Scott Wayne Roth

Councilmembers: Sarah Blossom Val Tollefson

Steven Bonkowski Roger Townsend

3. ACCEPTANCE OR MODIFICATION OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

7:05 PM

4. CITY MANAGER'S REPORT

7:10 PM

5. PRESENTATIONS

7:15 PM

- A.** Right-of-Way Acquisition Process Presentation (Roland Resources),
AB 15-167 – Public Works

6. STAFF INTENSIVE

- A.** 7:30 PM Resolution No. 2015-10, General Sewer Plan, AB 12-108 –
Public Works
- B.** 7:35 PM Proposed Water System Extension, AB 15-172 – Public
Works
- C.** 7:45 PM Ordinance No. 2015-28, Amending BIMC Chapter 15.16,
Flood Damage Prevention, AB 15-166 – Planning
- D.** 7:55 PM Kitsap County Traffic Safety Task Force Interlocal
Agreement, AB 15-168 – Police

- E.** 8:00 PM Kitsap County Traffic Safety Task Force Traffic Emphasis Patrols for 2016 AB 15-169 – Police
- F.** 8:05 PM Potential Changes to the Transportation Benefit District, AB 15-170 – Executive

7. COUNCIL DISCUSSION

- A.** 8:15 PM Lodging Tax Advisory Committee Appointments, AB 15-152 – Deputy Mayor Scott
- B.** 8:20 PM Planning Commission Appointment, AB 15-171 – Mayor Blair
- C.** 8:25 PM BKAT Public Television Access Advisory Committee Appointment, AB 15-172 – Mayor Blair

8. COMMITTEE REPORTS

8:25 PM

- A.** Utility Advisory Committee Notes, September 8, 2015 – Councilmember Tollefson

9. REVIEW UPCOMING COUNCIL MEETING AGENDAS

8:30 PM

- A.** Review Upcoming Council Meeting Agendas

10. FOR THE GOOD OF THE ORDER

8:35 PM

11. ADJOURNMENT

8:40 PM

City of Bainbridge Island City Council Agenda Bill



PROCESS INFORMATION

Subject: Review the Performance of an Employee (RCW 42.30.110(1)(g))	Date: 9/15/2015
Agenda Item: EXECUTIVE SESSION	Bill No.:
Proposed By:	Referrals(s):

BUDGET INFORMATION

Department: City Clerk	Fund:	
Expenditure Req:	Budgeted?	Budget Amend. Req?

REFERRALS/REVIEW

:	Recommendation:	
City Manager:	Legal:	Finance:

DESCRIPTION/BACKGROUND

RECOMMENDED ACTION/MOTION

City of Bainbridge Island City Council Agenda Bill



PROCESS INFORMATION

Subject: Right-of-Way Acquisition Process Presentation (Roland Resources), AB 15-167 – Public Works	Date: 9/15/2015
Agenda Item: PRESENTATIONS	Bill No.: 15-167
Proposed By: Public Works Director Barry Loveless	Referrals(s):

BUDGET INFORMATION

Department: Public Works	Fund:
Expenditure Req: N/A	Budgeted? Budget Amend. Req?

REFERRALS/REVIEW

:	Recommendation:
City Manager: Yes	Legal: N/A Finance: N/A

DESCRIPTION/BACKGROUND

Action Item:

Senior Project Manager Faith Roland with Roland Resources Inc. to discuss the right-of-way acquisition process with City Council.

Background:

The Transportation Benefit District voted in 2014 to use a portion of the District revenues for Public Right-of-Way (ROW) acquisition, so that future City transportation projects would be better positioned to pursue grant funding for design and construction.

The City Council approved the agreement with Roland Resources Inc., at their November 10, 2014 City Council meeting, to manage the right-of-way acquisition process for the City.

RECOMMENDED ACTION/MOTION

Motion:

Informational only.

City of Bainbridge Island City Council Agenda Bill



PROCESS INFORMATION

Subject: 7:30 PM Resolution No. 2015-10, General Sewer Plan, AB 12-108 – Public Works	Date: 9/15/2015
Agenda Item: STAFF INTENSIVE	Bill No.: 12-108
Proposed By: Public Works Director Barry Loveless	Referrals(s):

BUDGET INFORMATION

Department: Public Works	Fund:
Expenditure Req: N/A	Budgeted? Budget Amend. Req?

REFERRALS/REVIEW

Business Meeting: 5/12/2015	Recommendation: Accept Plan
City Manager: Yes	Legal: Yes Finance:

DESCRIPTION/BACKGROUND

Action Item:

Consider placement of Resolution No. 2015-10 adopting the General Sewer Plan on the September 22, 2015 consent agenda.

Background:

The purpose of the City's General Sewer Plan (GSP) is to develop a policy and planning guide for the sewer utility over the next twenty years. The Plan presents an evaluation of the existing system and recommended improvements to correct existing deficiencies and accommodate projected growth.

The Draft GSP was initially presented to the Utilities Advisory Committee (UAC) in December 2014 and subsequently reviewed and discussed over several UAC meetings. City staff and Consultant Carollo Engineers presented the Final draft GSP at the March 24, 2015 City Council meeting and the Plan was accepted by City Council at their May 12, 2015 meeting. Following acceptance of the Plan, City staff forwarded the Plan to the Department of Ecology (DOE) for concurrence and the City Planning department for the SEPA process.

The SEPA permit was approved by the Planning & Community Development on June 2, 2015 and the Department of Ecology approved the Plan on August 31, 2015 with minor formatting changes and a revised date of July 2015.

To view the General Sewer Plan Final Draft, please visit <http://www.bainbridgewa.gov/450/General-Sewer-Plan>

RECOMMENDED ACTION/MOTION**Motion:**

I move that the City Council forward Resolution No. 2015-10 adopting the General Sewer Plan dated July 2015 to the September 22, 2015 consent agenda.

ATTACHMENTS:

Description	Type
☐ Resolution No. 2015-10	Resolution
☐ DOE Approval Letter	Backup Material

RESOLUTION NO. 2015-10

A RESOLUTION of the City Council of the City of Bainbridge Island, Washington adopting the General Sewer Plan dated July 2015.

WHEREAS, the purpose of the City's General Sewer Plan is to develop a policy and planning guide for the sewer utility over the next twenty years. The General Sewer Plan presents an evaluation of the existing system and recommends improvements needed to correct existing deficiencies and to accommodate projected growth; and

WHEREAS, on December 12, 2012, the City Council approved a contract with Carollo Engineers, Inc. to update the General Sewer Plan. Prior to 2012, the last update of the General Sewer Plan occurred in 1994; and

WHEREAS, the draft General Sewer Plan was presented to the Utilities Advisory Committee (UAC) in December 2014 and was subsequently reviewed and discussed over several UAC meetings. The UAC approved revisions which were incorporated into the draft Plan; and

WHEREAS, on March 24, 2015, City Staff and Carollo Engineers presented the draft General Sewer Plan to the City Council for the City-owned Winslow and South Island Sewer Systems; and

WHEREAS, as a result of the comments received from the March 24, 2015 City Council meeting, desired revisions and updates to Chapters 6 and 10 were incorporated into the draft Plan; and

WHEREAS, the revised draft General Sewer Plan dated May 2015 was presented to City Council and subsequently accepted by City Council at their May 12, 2015 City Council meeting; and

WHEREAS, following acceptance by City Council on May 12, 2015, the General Sewer Plan was submitted to the Department of Ecology for review and concurrence, and City staff proceeded with the SEPA permit; and

WHEREAS, the Department of Ecology approved the General Sewer Plan on August 31, 2015 and the SEPA permit was approved by the City's Department of Planning & Community Development on June 2, 2015; now, therefore,

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

Section 1. The General Sewer Plan dated July 2015 prepared by Carollo Engineers, Inc. is hereby adopted.

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

APPROVED by the Mayor this _____ day of _____, 2015.

By: _____
Anne S. Blair, Mayor

ATTEST/AUTHENTICATE:

By: _____
Rosalind D. Lassoff, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NUMBER: 2015-10



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Northwest Regional Office • 3190 160th Avenue SE • Bellevue, Washington 98008-5452 • (425) 649-7000

August 31, 2015

Mr. Barry Loveless, P.E.
Director of Public Works
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110-1812

Dear Mr. Loveless:

Re: City of Bainbridge Island, Bainbridge Island Wastewater Treatment Plant
(NPDES Permit No. WA0020907)
Approval of General Sewer Plan

The City of Bainbridge Island has submitted to the Department of Ecology the General Sewer Plan. Ecology received the Report on August 12, 2015. The Report was prepared by the City of Bainbridge Island and Carollo Engineers.

In accordance with RCW 90.48.110 and WAC 173-240-010 through 180 of the Department of Ecology, the Report, dated July 2015, has been reviewed and is hereby approved. An approved copy of the documents will be kept on file at the Department of Ecology. An approved copy of the document is enclosed for your records.

Nothing in this approval shall be construed as satisfying other applicable federal, state or local statutes, ordinances or regulations. This review and approval is limited to assuring compliance with the State water quality laws and regulations listed above.

For additional information, please contact Mr. Kevin Leung, permit manager, at kevin.leung@ecy.wa.gov or telephone (425) 649-7207.

Sincerely,

A handwritten signature in blue ink, reading "Kevin C. Fitzpatrick".

Kevin C. Fitzpatrick
Section Manager
NWRO Water Quality Section

Encl. As noted

cc: Chris Munter, P.E., Public Works Department, City of Bainbridge Island,
Engineer (w/o encl.)
Kevin Leung, P.E., Department of Ecology, Permit Manager (w/o encl.)
Department of Ecology Central Files, Bainbridge Island – City of, WQ 4.5

City of Bainbridge Island City Council Agenda Bill



PROCESS INFORMATION

Subject: 7:35 PM Proposed Water System Extension, AB 15-172 – Public Works	Date: 9/15/2015
Agenda Item: STAFF INTENSIVE	Bill No.: 15-172
Proposed By: Public Works Director Barry Loveless	Referrals(s):

BUDGET INFORMATION

Department: Public Works	Fund:	
Expenditure Req: N/A	Budgeted? No	Budget Amend. Req? No

REFERRALS/REVIEW

:	Recommendation:	
City Manager: Yes	Legal: N/A	Finance: Yes

DESCRIPTION/BACKGROUND

Action Item:

Consider placement of the proposed Water System Extension on the September 22, 2015 consent agenda.

Background:

The Winslow Water System Plan was adopted by City Council in February 2007 and established the City Water Service Area. The plan states the City will evaluate the feasibility of expansion of the service area on a case-by-case basis. The Water System Plan is currently being updated, and City Council was provided information regarding the proposed service area that will be the basis for planning.

The 2004 City Comprehensive Plan includes Water Resources Policy 3.6 that provides criteria for public water systems to use for evaluating modifications to their system boundaries.

The City has become aware of a number of non-City water systems that may benefit from the expansion of the City Water Service Area. One in particular is the Piper Water System in the area north of Fletcher Bay. A potential expansion is depicted on the attached maps.

Consider authorizing City Manager to evaluate the extension of the City Water Service Area in the area north of Fletcher Bay as depicted on the attached maps.

RECOMMENDED ACTION/MOTION

Motion:

I move the City Council forward the proposed Water System Extension to the September 22, 2015 consent

ATTACHMENTS:

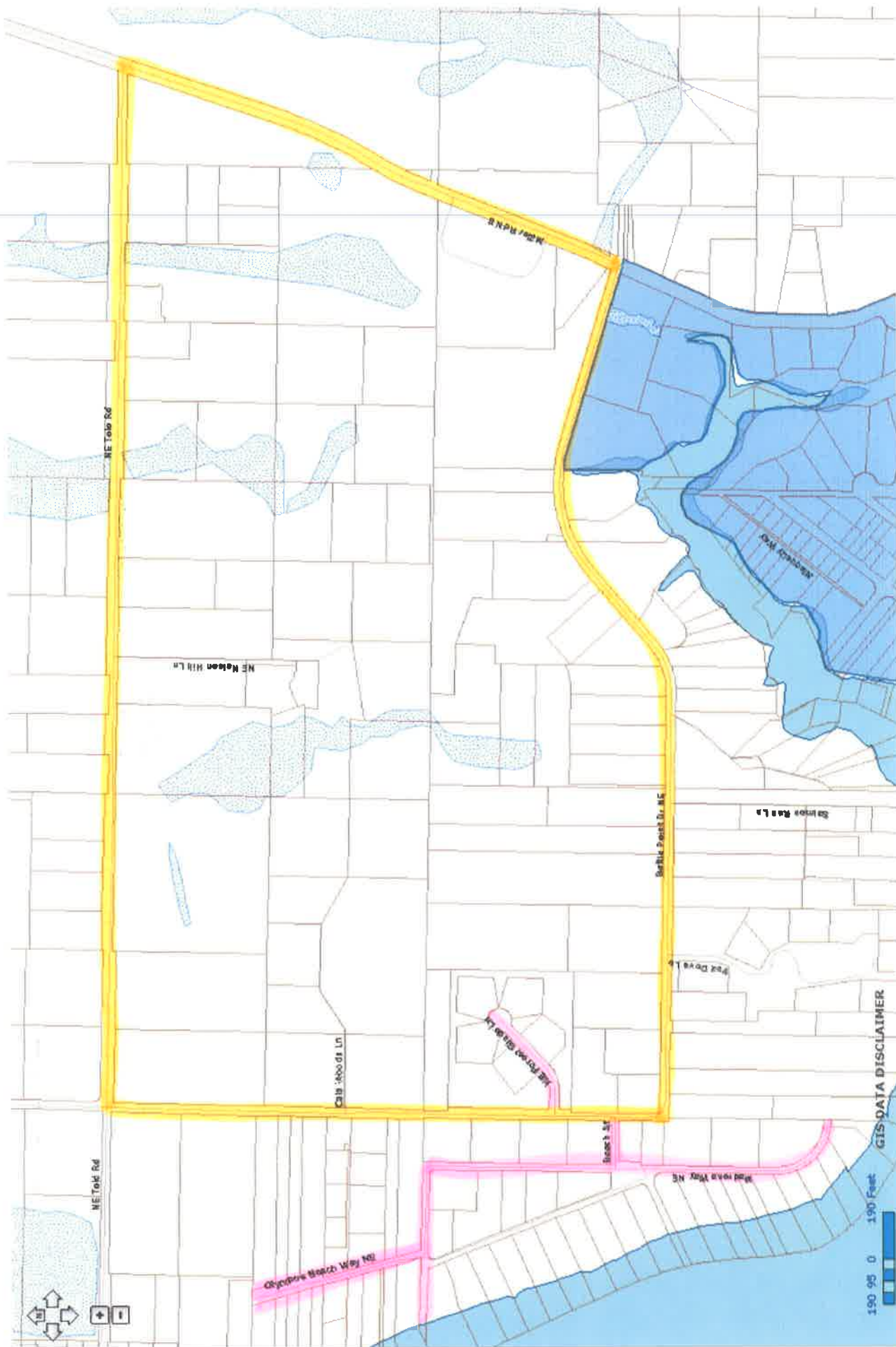
Description	Type
▣ Fletcher Bay Wtr Ext Map1	Backup Material
▣ Fletcher Bay Wtr Ext Map2	Backup Material
▣ WSP Policy Discussion Doc.	Backup Material

Meadowmeer
Water

Water extension area -
Battle Point Dr NE to
Tolo Rd and back to
Miller.

COBI Water





Loop of approximately 8,500 ft of water main to connect Fletcher Bay system with Battle Point Dr. NE – Tolo Road and Miller Road (highlighted)

City of Bainbridge Island Water System Plan Policy Discussion

April 21, 2015

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.

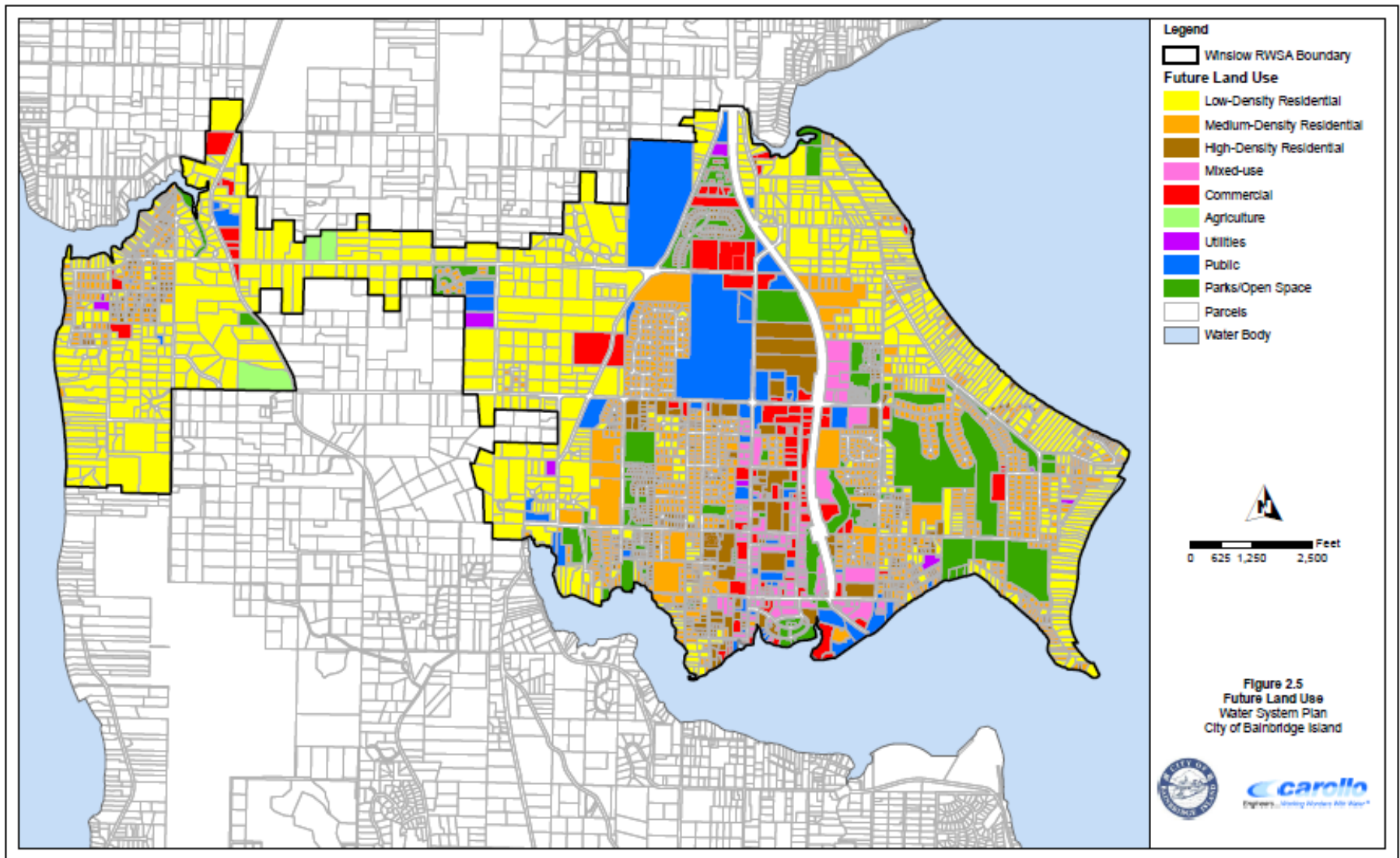
Policies in the Water Resources Element of the 2004 Comp Plan

- **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.

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



City of Bainbridge Island City Council Agenda Bill



PROCESS INFORMATION

Subject: 7:45 PM Ordinance No. 2015-28, Amending BIMC Chapter 15.16, Flood Damage Prevention, AB 15-166 – Planning	Date: 9/15/2015
Agenda Item: STAFF INTENSIVE	Bill No.: AB 15-166
Proposed By: James Weaver, Building Official	Referrals(s):

BUDGET INFORMATION

Department: Planning	Fund:	
Expenditure Req:	Budgeted?	Budget Amend. Req?

REFERRALS/REVIEW

:	Recommendation:	
City Manager: Yes	Legal: Yes	Finance: N/A

DESCRIPTION/BACKGROUND

Action Item: Hold First Reading on Ordinance 2015-28, updating the BIMC 15.16 Flood Damage Prevention Code to be consistent with federal FEMA requirements.

Background:

The Washington State Department of Ecology serves as the State liaison to local jurisdictions for statewide compliance with the federal FEMA regulations. On May 29, 2015 the City of Bainbridge Island received a letter from the Washington State Department of Ecology indicating the code changes required. Washington State Department of Ecology staff also met with City staff on June 25, 2015 to clarify the required changes. The proposed Flood Damage Prevention code update has been provided to ensure that the Bainbridge Island Flood Damage Prevention regulations are in compliance and in alignment with the federal FEMA regulations.

RECOMMENDED ACTION/MOTION

I move that the City Council forward Ordinance No. 2015-28 to the September 22, 2015 consent agenda.

ATTACHMENTS:

Description	Type
□ Ordinance 2015-28	Ordinance

ORDINANCE NO. 2015-28

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to flood damage prevention, amending Sections 15.16.020, 15.16.030, 15.16.040, and 15.16.050 of the Bainbridge Island Municipal Code.

WHEREAS, the City adopted a Comprehensive Plan on September 1, 1994, establishing goals and policies for flood damage prevention and codified those goals and policies in Chapter 15.16 of the Bainbridge Island Municipal Code (“BIMC”) to protect against the loss of life, property, and health and safety hazards; and

WHEREAS, in accordance with RCW 36.70A, the Growth Management Act, development regulations must be adopted that implement the Comprehensive Plan; and

WHEREAS, in order to ensure Bainbridge Island’s participation in the National Flood Insurance Program (NFIP), the City is required to administer and enforce the floodplain regulations contained in Chapter 15.16 BIMC, thereby enabling the Federal Emergency Management Agency (FEMA) to continue to allow flood insurance to be sold in the City; and

WHEREAS, David Radabaugh, Floodplain Management Specialist from the Washington State Department of Ecology, met with City staff for a Community Assistance Visit to review City procedures for administrating and enforcing Chapter 15.16 BIMC; and

WHEREAS, that Community Assistance Visit resulted in suggestions from the Washington State Department of Ecology to amend Chapter 15.16 BIMC in order to ensure City compliance with NFIP and state floodplain regulations;

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

Section 1. Section 15.16.020 of the Bainbridge Island Municipal Code is amended to read as follows:

15.16.020 Definitions. Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

~~A. Repealed by Ord. 2003-22.~~

A.B. “Area of shallow flooding” means a designated AO or AH Zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. AO is characterized as sheet flow and AH indicates ponding.

B.C. “Area of special flood hazard” means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. Designation on map always includes the letters A or V.

C. “Base flood” means the flood having a 1% chance of being equaled or exceeded in any given year (also referred to as the “100-year flood”). Designated on the Flood Insurance Rate Map by the letters A or V.

D. “Basement” means any area of the building having its floor subgrade (below ground level) on all sides.

E. “Breakaway wall” means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

F. “Coastal high hazard area” means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on the Flood Insurance Rate Map as Zone VJ-30, VE or V.

E.G. “Critical facility” means a facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to, schools, nursing homes, hospitals, police, fire and emergency response installations, installations which produce, use, or store hazardous materials or hazardous waste.

F.H. “Development” means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations or storage of equipment or materials located within the area of flood hazard.

I. “Elevated building” means for insurance purposes, a non-basement building that has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.

J. “Elevation Certificate” means the official form (FEMA Form 81-31) used to track development, provide elevation information necessary to ensure compliance with community floodplain management ordinances, and determine the proper insurance premium rate with Section B completed by community officials.

G.K. “Flood” or “flooding” means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters; and/or
2. The unusual and rapid accumulation or runoff of surface waters from any source.

~~H.L.~~ “Flood Insurance Rate Map” or ~~“(FIRM)”~~ means the official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

~~I.M.~~ “Flood Insurance Study” means the official report provided by the Federal Insurance Administration that includes flood profiles, the flood boundary-floodway map, and the water surface elevation of the base flood.

~~J.N.~~ “Floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

O. “Increased cost of compliance” or “ICC” means a flood insurance claim payment of up to \$30,000 made directly to a property owner for the cost to comply with floodplain management regulations after a direct physical loss caused by a flood. Eligibility for an ICC claim can be through a single instance of “substantial damage” or as a result of a “cumulative substantial damage.”

~~K.P.~~ “Lowest floor” means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building’s lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of this chapter.

~~L.Q.~~ “Manufactured home” means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the term “manufactured home” also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days. For insurance purposes the term “manufactured home” does not include park trailers, travel trailers, and other similar vehicles.

~~M.R.~~ “Manufactured home park or subdivision” means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

~~N.S.~~ “New construction” means structures for which the start of construction commenced on or after the effective date of the ordinance codified in this chapter.

~~O.T.~~ “Recreational vehicle” means a vehicle:

1. Built on a single chassis;
2. Four hundred square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck; and

4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.

~~P.U.~~ “Start of construction” includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundation or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

~~Q.V.~~ “Structure” means a walled and roofed building including a gas or liquid storage tank that is principally above ground.

W. “Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

~~R.X.~~ “Substantial improvement” means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either:

1. Before the improvement or repair is started; or
2. If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term does not, however, include either:

1. Any project for improvement of a structure to ~~comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions~~ correct pre-cited existing violations of state or local health, sanitary, or safety code specifications which have been previously identified by the local code

enforcement official and which are the minimum necessary to ensure safe living conditions; or

2. Any alteration of a structure listed on the National Register of Historic Places or a state inventory of historic places.

~~S.Y.~~ “Variance” means a grant of relief from the requirements of this chapter which permits construction in a manner that would otherwise be prohibited by this chapter.

~~T.Z.~~ “Water dependent” means a structure for commerce or industry which cannot exist in any other location and is dependent on the water by reason of the intrinsic nature of its operations.

Section 2. Section 15.16.030.B of the Bainbridge Island Municipal Code is amended to read as follows:

- B. Basis for Establishing the Areas of Special Flood Hazard. The areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled, “The Flood Insurance Study for Kitsap County and Incorporated Areas” dated November 4, 2010, with accompanying Flood Insurance Maps and any revisions thereto, is adopted by reference and declared to be a part of this chapter. The Flood Insurance Study is on file at the office of the city clerk. The best available information for flood hazard area identification as outlined in BIMC 15.16.040.D.2 shall be the basis for regulation until a new FIRM is issued that incorporates data utilized under BIMC 15.16.040.D.2.

Section 3. Section 15.16.040.E of the Bainbridge Island Municipal Code is amended to read as follows:

E. Variance Procedure.

1. Appeal Board.

- a. Pursuant to BIMC 2.16.100, the hearing examiner shall hear and decide appeals and requests for variances from the requirements of this chapter, and appeals alleging error in any requirement, decision, or determination made by the building official in the enforcement or administration of this chapter.
- b. The decision of the hearing examiner shall be final unless, within 21 days after issuance, it is appealed in accordance with Chapter 36.70C RCW.
- c. In passing upon such applications, the applicable city official or appeal entity shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter, and:
 - i. The danger that materials may be swept onto other lands to the injury of others;
 - ii. The danger to life and property due to flooding or erosion damage;

- iii. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - iv. The importance of the services provided by the proposed facility to the community;
 - v. The necessity to the facility of a waterfront location, where applicable;
 - vi. The availability of alternative locations for the proposed uses which are not subject to flooding or erosion damage;
 - vii. The compatibility of the proposed use with existing and anticipated development;
 - viii. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - ix. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - x. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - xi. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.
- d. Upon consideration of the above factors and the purposes of this chapter, the applicable official or city entity may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter.
 - e. The building official shall maintain the records of all appeal actions and report any variances to the Federal Insurance Administration upon request.
2. Conditions for Variances.
- a. Generally, the only condition under which a variance from the elevation standard may be issued is for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing subsections E.1.c.i through E.1.c.xi of this section have been fully considered. As the lot size increases, the technical justification required for issuing the variance increases.
 - b. Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places that will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure without regard to the procedures set forth in this section.
 - c. Variances shall not be issued within a designated floodway if any increase in flood levels during the base flood discharge would result.

- d. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- e. Variances shall only be issued upon:
 - i. A showing of good and sufficient cause;
 - ii. A determination that failure to grant the variance would result in exceptional hardship to the applicant;
 - iii. A determination that the granting of a variance will not result in increased expense, create nuisances, cause fraud on or victimization of the public as identified in subsection E.1.c of this section, or conflict with existing local laws or ordinances.
- f. Variances as interpreted in the National Flood Insurance Program are based on the general zoning law principle that they pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, variances from the flood elevations should be quite rare.
- g. Variances may be issued for nonresidential buildings in very limited circumstances to allow a lesser degree of floodproofing than watertight or dry-floodproofing, where it can be determined that such action will have low damage potential, complies with all other variance criteria except subsection (2)(a) of this section, and otherwise complies with BIMC 15.16.050.
- h. Any applicant to whom a variance is granted shall be given written notice, signed by the building official, that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

Section 4. Section 15.16.050.C of the Bainbridge Island Municipal Code is amended to read as follows:

C. Utilities.

- 1. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system. Water wells shall be located on high ground that is not in the floodway;
- 2. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharge from the systems into floodwaters; and
- 3. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

Section 5. Section 15.16.050.F.3 of the Bainbridge Island Municipal Code is amended to read as follows:

3. Critical Facility. Construction of new critical facilities shall be, to the extent possible, located outside the limits of the base floodplain. Construction of new critical facilities shall be permissible within the base floodplain if no feasible alternative site is available. Critical facilities constructed within the base floodplain shall have the lowest floor elevated to three feet or more above the level of the base flood elevation at the site, or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility should also be protected to the height utilized above. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base floodplain shall be provided to all critical facilities to the extent possible.

Section 6. Section 15.16.050 of the Bainbridge Island Municipal Code is amended to add the following sections following Section 15.16.050.H:

I. Habitat Impact Assessment. Unless allowed under BIMC 15.16.050.K, a permit application to develop in the regulatory floodplain shall include an assessment of the impact of the project on federal, state or locally protected species and habitat, water quality and aquatic and riparian habitat. The assessment shall be performed by a qualified professional as defined by BIMC 16.20. The assessment shall be:

1. A biological evaluation or biological assessment developed per 50 CFR 402.12 to initiate federal interagency consultation under Endangered Species Act Section 7(a)(2); or
2. Documentation that the activity fits within Section 4(d) of the Endangered Species Act; or
3. Documentation that the activity fits within a habitat conservation plan approved pursuant to Section 10 of the Endangered Species Act, where any such assessment has been prepared or is otherwise made available; or
4. An assessment prepared in accordance with Floodplain Habitat Assessment and Mitigation Draft Regional Guidance, 2011, FEMA Region 10. The assessment shall determine if the project would adversely affect:
 - a. Species that are federal, state, or local listed as threatened or endangered,
 - b. The primary constituent elements for critical habitat, when designated,
 - c. Essential fish habitat designated by the National Marine Fisheries Service (NMFS),
 - d. Fish and wildlife habitat conservation areas,
 - e. Other protected areas and elements necessary for species conservation.

J. Habitat Mitigation Plan.

1. If the assessment conducted under subsection I of this section concludes the project is expected to have an adverse effect on water quality and/or

aquatic or riparian habitat or habitat functions, the applicant shall provide a plan to mitigate those impacts, in accordance with Floodplain Habitat Assessment and Mitigation Draft Regional Guidance, 2011, FEMA Region 10.

- a. If the USFWS or NMFS issues an incidental take permit under Section 10 of the Endangered Species Act, or biological opinion under this section, the permit can be considered to qualify as a plan to mitigate those impacts.
 - b. If the project is located outside the protected area, the mitigation plan shall include such avoidance, minimization, restoration, or compensation measures so that indirect adverse effects of development in the floodplain (effects to stormwater, riparian vegetation, bank stability, channel migration, hyporheic zones, wetlands, large woody debris, etc.) are mitigated such that equivalent or better habitat protection is provided.
 - c. No new stream crossings are allowed outside the protected area unless approval has been obtained as stated in subsection J.1.a. of this section.
 - d. If the project is located in the protected area, the mitigation plan shall stipulate avoidance measures as are needed to ensure that there is no adverse effect during any phase of the project.
2. The plan's habitat mitigation activities shall be incorporated into the proposed project. The floodplain development permit shall be based on the redesigned project and its mitigation components.
 3. As required in BIMC 15.16.040, the building official shall not issue a certification of use or a certificate of occupancy until all work identified in the habitat assessment and mitigation plan has been completed or the applicant has provided the necessary assurance that unfinished portions of the project will be completed, in accordance with BIMC 15.16.030.E.

K. The following activities do not require the habitat impact assessment required under BIMC 15.16.050.I, provided that all other requirements are met, including federal, state, and local requirements:

1. Repair or remodel of an existing structure, if the repair or remodel is not a substantial improvement or a repair of substantial damage.
2. Expansion of an existing structure that is not greater than 10 percent beyond its existing footprint; provided, that the repair or remodel is not a substantial improvement or a repair of substantial damage. This measurement is counted cumulatively from September 22, 2011.
3. Activities with the sole purpose of creating, restoring, or enhancing natural functions associated with floodplains, streams, lakes, estuaries, marine areas, habitat, and riparian areas, provided the activities do not include structures, grading, fill, or impervious surfaces.

4. Development of open space and recreational facilities, such as parks and trails, that do not include structures, fill, impervious surfaces or removal of more than five percent of the native vegetation on that portion of the property in the regulatory floodplain.
5. Repair to on-site septic systems provided the ground disturbance is the minimal necessary.
6. Alterations in response to emergencies which threaten the public health, safety and welfare or which pose an imminent risk of damage to private property consistent with the requirements of BIMC 16.12.060.B.
7. Routine maintenance of landscaping that does not involve grading, excavation, or filling.
8. Removal of noxious weeds and replacement of nonnative vegetation with native vegetation provided no earth movement occurs.
9. Removal of hazard trees consistent with the requirements of BIMC 18.15.010, Chapter 16.18 BIMC, and BIMC 16.12.030.
10. Normal maintenance of structures, such as reroofing and replacing siding, provided such work does not qualify as a substantial improvement.
11. Normal maintenance of above-ground utilities and facilities, such as replacing downed power lines and utility poles.
12. Normal street and road maintenance, including filling potholes, repaving, and installing signs and traffic signals, but not including expansion of paved areas.
13. Normal maintenance of a levee or other flood control facility prescribed in the operations and maintenance plan for the levee or flood control facility are allowed in the regulatory floodplain without need for a floodplain development permit. Normal maintenance does not include repair from flood damage, expansion of the prism, expansion of the face or toe or addition for protection on the face or toe with rock armor.
14. Normal maintenance, operation or repair of publicly improved recreation areas as long as any such activity does not include expansion of uses and/or facilities into a previously unimproved portion of the regulatory floodplain and is consistent with the standards of Chapter 16.20 BIMC, Critical Areas, best available science or adaptive management plans as recognized by the city.

15. Site investigative work and studies necessary for preparing land use applications.

Section 7. To the extent that the requirements set forth in the provisions of this ordinance amending or adding sections to the Bainbridge Island Municipal Code are inconsistent with requirements set forth in other City code provisions, the requirements set forth in this ordinance shall supersede the requirements in the other City code provisions.

Section 8. This ordinance shall take effect on and be in force five days from and after 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, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO: 2015-28

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: 7:55 PM Kitsap County Traffic Safety Task Force Interlocal Agreement, AB 15-168 – Police	Date: 9/15/2015
Agenda Item: STAFF INTENSIVE	Bill No.: 15-168
Proposed By: Matthew Hamner, Chief of Police	Referrals(s):

BUDGET INFORMATION

Department: Police	Fund:	
Expenditure Req:	Budgeted? No	Budget Amend. Req? No

REFERRALS/REVIEW

:	Recommendation:	
City Manager:	Legal: Yes	Finance: N/A

DESCRIPTION/BACKGROUND

Background:

The Bainbridge Island Police Department and other Kitsap County law enforcement agencies participate jointly in the Kitsap County Traffic Safety Task Force (KCTSTF) for the purpose of providing mutual law enforcement assistance to target and apprehend individuals who commit traffic infractions. The KCTSTF focuses particularly on individuals who commit crimes and infractions such as driving under the influence, speeding, driving without seat belts, and distracted driving.

RECOMMENDED ACTION/MOTION

Motion:

I move the City Council forward the Kitsap County Traffic Safety Task Force Interlocal Agreement to the September 22, 2015 consent agenda.

ATTACHMENTS:

Description	Type
❑ Interlocal Agreement	Backup Material

RETURN TO:

KITSAP COUNTY TRAFFIC SAFETY TASK FORCE
c/o Kitsap County Sheriff's Office
614 Division, MS-37
Port Orchard, WA 98366

**INTERLOCAL AGREEMENT FOR MUTUAL AID AND ESTABLISHING A TRAFFIC
SAFETY TASK FORCE**

WHEREAS, the Kitsap County Sheriff's Office, Bainbridge Island Police Department, Bremerton Police Department, Port Orchard Police Department and the Poulsbo Police Department, acting through the governing bodies of their respective jurisdictions ("parties") desire to participate in the Kitsap County Traffic Safety Task Force ("Task Force") for the purpose of providing mutual law enforcement assistance in order to target, and apprehend individuals who commit traffic infractions and offenses in general, and, in particular, individuals who commit crimes and infractions such as driving under the influence, speeding, occupant protection and underage drinking; and

WHEREAS, it is the desire of the various law enforcement agencies within Kitsap County to participate in such Task Force; and

WHEREAS, multi-agency participation in such a Task Force is possible by virtue of the Washington Mutual Aid Peace Officer Powers Act set forth in Chapter 10.93 RCW and the Interlocal Cooperation Act set forth in Chapter 39.34 RCW.

NOW, THEREFORE, it is mutually agreed as follows:

Definitions:

"Hosting agency," means the participating agency located in the jurisdiction in which Task Force duties are being performed,

"Participating agency," has the same meaning as "primary commissioning agency" set forth in RCW 10.93.020(8).

Section 1: Effective Date; Duration. This Agreement shall become effective upon the later of the happening of each of the following events:

- a. approval by the Kitsap County Sheriff;
- b. approval by the governing bodies of each party; and
- c. filing of this Agreement with the Kitsap County Auditor.

This Agreement will be in effect for a period of approximately four years from its effective date and will terminate according to the provisions of Section 5, herein.

Section 2: Scope. Parties to this Agreement will each provide law enforcement personnel for Task Force emphasis operations within targeted areas as set forth in

Attachment 1, incorporated by reference herein. The areas selected for emphasis operations at any particular time during the term of this Agreement shall be determined by the joint administrative board described in Section 6.

Section 3: Purpose. The purpose of this Agreement shall be mutual law enforcement assistance in order to apprehend individuals who commit traffic infractions and who drive under the influence, drink while underage, speed, and who commit occupant protection offenses with specifically targeted areas of Kitsap County. No separate legal entity is created by this Agreement.

Section 4: Financing. Consistent with Section 9, herein, each participating agency shall bear the financial responsibility for each of its employees who participate in the Task Force, whether those employees be peace officers or administrative employees, including but not limited to, salary, benefits and worker's compensation insurance. Each agency will contribute yearly to the Kitsap County Sheriff's Office to help cover the cost of the Task Force coordinator. In return, the Task Force coordinator will assist in finding additional funding for traffic safety campaigns and equipment. The amounts are as follows: Bremerton Police Department (\$3,000), Bainbridge Island Police Department (\$2,500), Port Orchard Police Department (\$2,500), and Poulsbo Police Department (\$2,500).

Section 5: Termination. This Agreement shall terminate on December 31, 2020 unless an earlier termination date is agreed upon in writing by all parties. If any particular party wishes to terminate its participation under this Agreement, that party must provide 90 days' prior notice in writing, to each party of this Agreement.

Section 6: Administration. This Agreement shall be administered by a joint administrative board comprised of the Kitsap County Sheriff and the Chiefs of Police for the cities of Bainbridge, Bremerton, Port Orchard and Poulsbo, or their respective delegates.

Section 7: Operations. When Task Force emphasis operations are scheduled, the operations shall be coordinated by an employee holding a rank of sergeant or higher from the scheduled hosting agency. Unless an action taken by an officer assigned to the Task Force can be directly attributed to the direction and control of the hosting agency's supervisor, all actions by an officer will be considered actions by that officer, acting under the direction and control of that officer's participating agency and according to that participating agency's policies and procedures, and no allocation of liability to the other participating agencies is otherwise intended by this Agreement. The coordination provided by Kitsap County pursuant to Section 9, herein, shall not be considered an allocation of liability to Kitsap County under RCW 10.93.040. It is strongly recommended that infractions and or citations be written into the hosting agency's Municipal Court when emphasis patrols are held in Bainbridge Island, Bremerton, Port Orchard or Poulsbo.

Section 8: Use of Property. Each agency shall be responsible for its own property used during the term of this Agreement and any property acquired by an agency for the purposes of effectuating the terms of this Agreement shall remain with that agency upon termination of this Agreement.

Section 9: Coordination; Employment. The Task Force Coordinator shall be responsible for coordinating Task Force related communications between the participating agencies. The Task Force Coordinator is an employee of Kitsap County and funding for that position will be the sole responsibility of Kitsap County.

Each officer or employee assigned to the Task Force shall remain an employee of the participating agency. As such, the parties shall not have the authority to control employees of the other parties. Each officer or employee assigned to the Task Force shall be considered an employee of the participating agency, which agency shall be solely and exclusively responsible for that employee. All rights, duties and obligations of the participating agency as regards its employees shall remain with that agency. Each officer or employee assigned by the participating agency shall be the responsibility of that agency for purposes of any losses, claims, damages, or liabilities arising out of or related to the services provided by that officer or employee to the Task Force or the activities of that officer or employee while performing Task Force duties.

Section 10: Participating Agencies. A list of the agencies which will be participating in the Task Force is attached hereto as Attachment 2. Such list of participating agencies may be modified from time to time to add or delete agencies. Later approval and filing of this Agreement by additional agencies shall be deemed an authorized amendment to any Agreement already on file with the Kitsap County Auditor, without the need for reconsideration and approval by parties that approved and executed the Agreement originally filed, with the following exception: if terms of the Agreement have changed, the Agreement shall need reconsideration, approval and execution by all parties to the Agreement. In that event, the newly approved Agreement will contain provisions indicating amendment of the Agreement originally on file with the Auditor. Each participating agency shall maintain a current list of participating agencies on file together with a copy of this Agreement.

Section 11: Filing. A copy of this Agreement shall be filed with the Kitsap County Auditor. Consistent with Section 1, herein, this Agreement will not be effective or enforceable unless this Agreement is filed with the Kitsap County Auditor.

Section 12: Consent. The undersigned hereby individually consent to the full exercise of peace officer powers within their respective jurisdictions by any and all properly commissioned officers of agencies that are signatories to this Agreement and who are engaged in any operation of the Task Force. The undersigned also hereby individually consent to the exercise within their respective jurisdictions of peace officer powers by specially commissioned officers of agencies that are signatories to this Agreement (specifically reserves¹) and who are engaged in any operation of the Task

¹ See RCW 10.93.020(5) and RCW 10.93.090(2)

Force. The consent granted herein as to specially commissioned officers shall be consent to exercise only those powers granted by the commissioning agency. Each such consent shall be valid during the term of this Agreement, unless revoked in writing.

The consents given herein not intended to reallocate, under RCW 10.93.040, the responsibility of the participating agencies for the acts or omissions of their officers.

Section 13: Indemnification and Limitation of Liability. The parties agree that each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only and to save and hold the parties and their personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this Agreement.

In the event that a claim and/or lawsuit is brought against a party to this Agreement, or against any party's officers, officials or employees for actions arising out of their conduct under this Agreement, it shall be the duty of each such party to promptly notify the other parties that the same has been initiated.

Each party and their respective defense counsel shall, to the extent reasonably possible and consistent with the best interests of their respective clients, cooperate with other parties to this Agreement and their respective defense counsel in the defense of any lawsuit arising out of or under this Agreement.

Each party hereto shall obtain and maintain in full force and effect public liability and property damage insurance or self-insurance coverage in the amount of at least \$1 million per occurrence to cover claims for injury to persons or damage to property arising from the performance of this Agreement. Insurance coverage shall not be cancelled by any party except upon thirty (30) days' prior written notice by certified mail, to all other parties.

Nothing herein shall require or be interpreted to:

- a. Waive any defense arising out of RCW Title 51.
- b. Limit or restrict the ability of any party, or any party's officials, officers or employee's or legal counsel for any party, official, officer or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including any good faith attempts to seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.
- c. Cover or require indemnification or payment of any judgment against any individual or party for intentional wrongful conduct, conduct outside the scope of employment of any individual, or for any judgment for punitive damages

against any individual or party. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her employer, should that employer elect to make said payment voluntarily. This Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

Furthermore, the parties shall, to the best of their ability, coordinate their liability insurance coverages and/or self-insured coverages to the extent possible to fully implement and follow the Agreement set forth herein. However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this Agreement effective as between the parties signatory to this Agreement and the failure of any insurance carrier or self-insured pool or organization to agree or follow the terms of this provision on liability shall not relieve any party from its obligations under this Agreement. Nothing in this Agreement shall be interpreted to create third party rights in any entity not a signatory to this Agreement.

The provisions of this section shall survive termination of this Agreement, whether termination is by all parties, or by one or more parties.

Section 14: Amendment. Any party may request changes to this Agreement, however, no change or addition to this Agreement shall be valid or binding upon any party unless such change or addition be in writing. To be considered effective and enforceable against a party, any such amendments shall conform to the procedures set forth in Section 1 and Section 10 herein.

Section 15: Notice. Notice provided for in this Agreement shall be sent by certified mail to each member of the joint board, as set forth in Section 6 herein.

Section 16: Jurisdiction and Venue. This Agreement has been and shall be construed as having been made and delivered in the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.

Section 17: Severability. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith.

Section 18: Entire Agreement. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and is cause for termination. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

Section 19: Execution in Counterparts. This Agreement is intended to be executed in counterparts, and every such counterpart shall be considered an original Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

Signatures Begin on Following Pages

Dated this _____ day of _____, 2015.

CITY OF BAINBRIDGE ISLAND



CHIEF MATTHEW HAMNER
Bainbridge Island Police Department

Approved this _____ day of _____, 2015

DOUG SCHULZE, City Manager

DATED this _____ day of _____, 2015

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: 8:00 PM Kitsap County Traffic Safety Task Force Traffic Emphasis Patrols for 2016 AB 15-169 – Police	Date: 9/15/2015
Agenda Item: STAFF INTENSIVE	Bill No.: 15-169
Proposed By: Matthew Hamner, Chief of Police	Referrals(s):

BUDGET INFORMATION

Department: Police	Fund:	
Expenditure Req:	Budgeted? No	Budget Amend. Req? No

REFERRALS/REVIEW

:	Recommendation:	
City Manager:	Legal: Yes	Finance: N/A

DESCRIPTION/BACKGROUND

Background:

The Bainbridge Island Police Department wishes to continue its ongoing participation in the Kitsap County Traffic Safety Task Force, which coordinates the combined efforts of law enforcement agencies in Kitsap County to conduct multi-jurisdictional high visibility enforcement (HVE) traffic safety emphasis patrols in support of Target Zero priorities. The memorandum is valid from 10/1/2015 to 9/30/2016. During the effective period of this memorandum, the task force is offering the Bainbridge Island Police Department up to \$2,061.30 for emphasis patrols on Impaired Driving, \$487 for Seat Belts, \$945 for Distracted Driving, \$2,061.30 in Flexible Funding (a combination of any of the above) and \$1,680 for the Speed Pilot Project for a total available maximum amount of \$7,235.10.

RECOMMENDED ACTION/MOTION

Motion:

I move the City Council forward the Interlocal Agreement between the Washington Traffic Safety Commission and the City of Bainbridge Island for emphasis patrols to the September 22, 2015 consent agenda.

ATTACHMENTS:

Description	Type
□ 2016 Traffic Emphasis Patrols	Backup Material

**INTERAGENCY AGREEMENT
BETWEEN
CITY OF BAINBRIDGE ISLAND AND
WASHINGTON TRAFFIC SAFETY COMMISSION**

THIS AGREEMENT is made and entered into by and between the **CITY OF BAINBRIDGE ISLAND**, hereinafter referred to as "AGENCY," and the Washington Traffic Safety Commission, hereinafter referred to as "WTSC."

THE PURPOSE OF THIS AGREEMENT is to provide funding for the **CITY OF BAINBRIDGE ISLAND** to conduct multijurisdictional, high visibility enforcement (HVE) traffic safety emphasis patrols (as outlined in Exhibit A), in support of Target Zero priorities. **The Target Zero Manager (TQM) and/or Law Enforcement Liaison (LEL) assigned to the AGENCY's county shall coordinate the Scope of Work as outlined below** with the goal of reducing traffic related deaths and serious injuries.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The AGENCY shall conduct specific HVE patrols as described in the Statement of Work attached as Exhibit A and as coordinated by the local TQM and/or LEL.

PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence on October 1, 2015 and remain in effect until September 30, 2016 unless terminated sooner, as provided herein.

COMPENSATION AND CONDITIONS

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the Statement of Work will not exceed **\$7,235.10 (Seven thousand two hundred thirty-five dollars and ten cents)**. Funds break down into the following enforcement overtime categories:

Statewide Impaired Driving Patrols: \$2,061.30
Grant Award # MAP-21 Section 405d; CFDA # 20.616

Statewide Seat Belt Patrols: \$487.50
Grant Award # MAP-21 Section 405b; CFDA # 20.616

Statewide Distracted Driving Patrols: \$945.00
Grant Award # Section 402; CFDA # 20.600

Flex Funding: \$2,061.30
(Local DUI, Speed, Distracted, and Seat Belt Patrols)
Grant Award # Section 402; CFDA # 20.600
Grant Award # MAP-21 Section 405d; CFDA # 20.616

Speed Pilot Project: \$1,680.00
Grant Award # Section 405b; CFDA #20.616; WTSC; Project # M1*SE16-01

These funds shall not be commingled and are only to be utilized for the specified emphasis area.

SWV #0019249-00

(Agency) Statewide Vendor Number

PARTICIPATION REQUIREMENTS AND CONDITIONS:

For each of the emphasis patrols listed above, **Multijurisdictional High Visibility Enforcement Protocols**, as outlined in **Exhibit B** of this document, will be followed. Exceptions to these protocols may only be provided by the WTSC Program Manager.

Standardized Field Sobriety Testing (SFST) Training Requirement

The AGENCY certifies that all officers participating in traffic safety emphasis patrols are SFST trained. To meet this requirement:

- Officer must be BAC certified and have passed the SFST refresher training within the prior three years, or
- Officer must have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE), or
- Officer must be a certified Drug Recognition Expert.

SHIFT LENGTH: The AGENCY will not schedule individual officer overtime shifts for longer than eight hours. (WTSC understands there may be instances when more than eight hours are billed because of DUI processing, etc.)

RESERVE OFFICERS: The AGENCY certifies that any reserve officer for whom reimbursement is claimed has exceeded his/her normal monthly working hours when participating in this emphasis patrol and is authorized to be paid the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 1.5 overtime rate.

DISPATCH: WTSC will reimburse communications officers/dispatch personnel for work on this project providing Agency has received prior approval from the designated TSM.

ALLOWABLE COSTS: The AGENCY will provide commissioned law enforcement with appropriate equipment (vehicle, radar, PBTs etc.) to participate in the emphasis patrols. WTSC will reimburse for overtime at 1.5 times officer's normal rate plus AGENCY's contributions to employee benefits including FICA, Medicare, Worker's Compensation and unemployment. The total cost of salary and benefits shall not be exceeded in any one funding category and funds may not be commingled between campaign areas.

PERFORMANCE STANDARDS

Participating law enforcement officers are required to make a minimum of 3 self-initiated contacts per hour of enforcement. Some violator contacts may result in related, time-consuming activity. This activity is reimbursable. Other activities, such as collision investigation or emergency response that are not initiated through emphasis patrol contact WILL NOT be reimbursed.

BILLING PROCEDURE

The AGENCY shall submit invoices for reimbursement with supporting documentation to WTSC monthly. All invoices for reimbursement shall be submitted using the A-19 attached as Exhibit C or its pre-approved equivalent. Payment to the AGENCY for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, **must be received by WTSC no later than July 31**. All invoices for goods or services performed on or prior to September 30, **must be received by WTSC no later than November 15**.

Claims for reimbursement must include:

a. Invoice Voucher (A19 Form).

- 1) Agency identified as the "Claimant"
- 2) Statewide Vendor Number
- 3) Federal Tax ID #
- 4) Original signature of the agency head, command officer or contracting officer, and
- 5) Other information denoted by arrows on the form.

b. Payroll support documents (WTSC Proof Of Overtime Form, signed overtime slips, or other agreed upon payroll documentation.)

c. Emphasis Patrol Activity Logs showing 3 or more self-initiated contacts per hour.

The Invoice Voucher (A19 Form), payroll supporting documents, and Emphasis Patrol Activity Logs shall be submitted to the appropriate TZM or LEL for review and approval. The TZM will forward these documents to WTSC for processing and payment.

OVERTIME REPORTING

The AGENCY agrees to have all personnel who work HVE patrols complete officer Emphasis Patrol Activity Logs and submit to the local TZM or LEL within 48 hours of the end of all shifts worked. These same logs will also be part of the required back-up attached to reimbursement requests as outlined above (detailed above.)

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 WTSC.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement 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. Upon agreement by the AGENCY and the local TZM, allocation categories may be increased or decreased without amending this agreement PROVIDED THAT the increase in the allocation does not exceed 50% of the original agreed amount for the specific category. Any increase in allocation exceeding 50% will require an amendment to this document.

STATE AND FEDERAL TERMS AND CONDITIONS

ALL WRITINGS CONTAINED HEREIN

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

ASSIGNMENT

The work to be provided under this Agreement, 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 party, which consent shall not be unreasonably withheld. The AGENCY shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the Statement of Work outlined in Exhibit A. All third-party awards must allow for the greatest practical competition in accordance with applicable procurement rules and procedures.

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 AMERICA ACT

The AGENCY will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The AGENCY shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the WTSC, or as may be required by law.

COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of OMB 2 CFR Part 225 and 49 CFR Part 18 for state and local agencies, OMB Circulars A-21 and A-110 for educational institutions, and OMB Circular A-122 for nonprofit entities. The AGENCY shall not utilize

Federal grant funds to replace routine and/or existing State or local expenditures; or utilize Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.

COVENANT AGAINST CONTINGENT FEES

The AGENCY 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 AGENCY for the purpose of securing business. The WTSC shall have the right, in the event of breach of this clause by the AGENCY, 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.

DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the AGENCY (hereinafter in this section referred to as "prospective lower tier participant") is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under

48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

DRUG-FREE WORKPLACE

In accordance with the Drug-Free Workplace Act of 1988 (41 USC 8103 and 42 USC 12644), the AGENCY shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such provision. The AGENCY shall establish a drug-free awareness program and require that employees provide notification of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such incident. The AGENCY shall notify WTSC within ten days after such notification by an employee engaged in the performance of the grant. Within 30 days, the AGENCY will take appropriate personnel action against such employee, up to and including termination, and require the employee to participate satisfactorily in a drug

abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the AGENCY shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity if:

- (i) the entity in the preceding fiscal year received—
 - I. 80 percent or more of its annual gross revenues in Federal awards;
 - II. \$25,000,000 or more in annual gross revenues from Federal awards; and
- (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986;

FEDERAL LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

2. If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

GOVERNANCE

This Agreement 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 Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, 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. Terms and Conditions of this agreement;
- c. Any Amendment executed under this Contract;
- d. Any Statement of Work executed under this Contract; and
- e. Any other provisions of the agreement, including materials incorporated by reference.

INCOME

Income earned by the AGENCY with respect to the conduct of the Statement of Work (e.g. sale of publications, registration fees, service charges) must be accounted for and income applied to project purposes or used to reduce project costs.

INDEMNIFICATION

To the fullest extent permitted by law, the AGENCY 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. The AGENCY's obligation to indemnify, defend, and hold harmless includes any claim by the AGENCY's agents, employees, representatives, or any subAGENCY or its employees

The AGENCY expressly agrees to indemnify, defend, and hold harmless the state for any claim arising out of or incident to AGENCY's or any subAGENCY's performance or failure to perform the Contract. The AGENCY'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 AGENCY 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

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

LICENSING, ACCREDITATION AND REGISTRATION

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

NONDISCRIMINATION

The CONTRACTOR will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21);
- (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27);
- (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
- (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities;

- (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records;
- (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing;
- (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

In the event the CONTRACTOR is in non-compliance or refuses to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the WTSC. The CONTRACTOR 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.

POLITICAL ACTIVITY (HATCH ACT)

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) 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 Agreement 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 Agreement 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.

RIGHT OF INSPECTION

The AGENCY shall provide right of access to its facilities to the WTSC, 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.

The AGENCY shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The AGENCY shall upon request make available to the WTS and the U.S. Secretary of the Department of Health & Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract.

RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act and shall be owned by the WTSC and the State Of Washington. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the AGENCY hereby irrevocably assigns all right, title, and interest in data, including all intellectual property rights, to the WTSC effective from the moment of creation. Data shall include, but not be 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.

The AGENCY may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by the National Highway Traffic Safety Administration (NHTSA) and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

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 WTSC may terminate the contract under the "Termination for Convenience" clause, without the ten day notice requirement, subject to renegotiation at the WTSC's discretion under those new funding limitations and conditions.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

TAXES

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the AGENCY or its staff shall be the sole responsibility of the AGENCY.

TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If, for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure of violation is not corrected, this Interagency Agreement may be terminated immediately by written notice of the aggrieved party to the other.

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the WTSC may, by 10 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 WTSC 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.

TREATMENT OF ASSETS

1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the AGENCY, for the cost of which the AGENCY is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the WTSC upon delivery of such property by the AGENCY. Title to other property, the cost of which is reimbursable to the AGENCY under this contract, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.
2. Any property of the WTSC furnished to the AGENCY shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this contract.
3. The AGENCY shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the AGENCY or which results from the failure on the part of the AGENCY to maintain and administer that property in accordance with sound management practices.
4. If any WTSC property is lost, destroyed or damaged, the AGENCY shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.
5. The AGENCY shall surrender to the WTSC all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract.
6. All reference to the AGENCY under this clause shall also include AGENCY 's employees, agents or SubAGENCYs.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights

under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

DESIGNATED CONTACT

The following named individuals will serve as designated contacts for each of the parties, for all communications and billings regarding the performance of this Agreement:

The Contact for the AGENCY is:	The Contact for WTSC is:
Matthew Hamner Chief of Police Bainbridge Island Police Department 625 Winslow Way East Bainbridge Island, WA 98110 206-249-2014 mhamner@bainbridgewa.gov	Angie Ward Program Manager PO Box 40944 Olympia, WA 98501-0944 (360) 725 9888 award@wtsc.wa.gov

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF BAINBRIDGE ISLAND

Signature

DOUGLAS SCHULZE
Printed Name

CITY MANAGER
Title *Date*

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Chris Madill
Printed Name

Deputy Director
Title *Date*

Exhibit A

STATEMENT OF WORK

1. GOAL: To reduce traffic related deaths and serious injuries through aggressive impaired driving, occupant protection, speeding and distracted driving multijurisdictional HVE patrols.
2. SCOPE OF WORK:

Impaired Driving:

Agency will engage in multijurisdictional HVE patrols, as part of the national effort, for all or part of the following dates:

Holiday DUI Patrols; November 25, 2015 – January 1, 2016
Drive Sober or Get Pulled Over Labor Day DUI Crackdown;
August 19 – September 5, 2016.

These DUI patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Whenever possible statewide mobilization patrols shall begin after 4:00 p.m. and will occur Friday-Sunday.

Law enforcement officers will complete the Emphasis Patrol Activity Logs and forward to their Target Zero Manager within 48 hours of the completion of the DUI patrols.

Funds permitting, the local Task Force may coordinate local HVE DUI patrols during the contract period. Dates may not coincide with any national/statewide or other local flex patrols. Dates of local patrols will be reported in advance to the WTSC on a quarterly basis by the county Target Zero Manager. Only work done on Task Force/TZM pre-approved dates will be considered for reimbursement.

Seat Belts:

Agency will engage in multijurisdictional HVE seat belt-focused patrols on some or all of the following dates as part of the national effort:

Click it or Ticket - May 23 – June 5, 2016

These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Whenever possible these patrols shall occur in areas with the lowest seat belt use. Ideally, these patrols will not begin before 4:00 pm.

Law enforcement officers will complete the Emphasis Patrol Activity Logs and forward to their Target Zero Manager within 48 hours of the completion of the seat belt patrols.

Funds permitting, the local Task Force may coordinate local HVE seatbelt patrols during the contract period. Dates may not coincide with any national/statewide or other local flex patrols. Dates of local patrols will be reported in advance to the WTSC on a quarterly basis by the county Target Zero Manager. Only work done on Task Force/TZM pre-approved dates will be considered for reimbursement.

Distracted Driving

Agency may engage in multijurisdictional HVE distracted driving focused patrols, as part of the national effort, for all or part the following dates:

U Drive. U Text. U Pay. – April 1 – 14, 2016

These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Wherever possible these patrols shall occur in areas with the highest number of distracted driving violations.

Law enforcement officers will complete the Emphasis Patrol Activity Logs and forward to their Target Zero Manager within 48 hours of the completion of the distracted driving patrols.

Funds permitting, the local Task Force may coordinate local HVE distracted driving patrols during the contract period. Dates may not coincide with any national/statewide or other local flex patrols. Dates of local patrols will be reported in advance to the WTSC on a quarterly basis by the county Target Zero Manager. Only work done on Task Force/TZM pre-approved dates will be considered for reimbursement.

Local Speeding Patrols

Funds permitting, the local Task Force may coordinate local HVE patrols focused on speeding drivers during the contract period. Dates may not coincide with any national/statewide or other local flex patrols. Dates of local patrols will be reported in advance to the WTSC on a quarterly basis by the county Target Zero Manager. Only work done on Task Force/TZM pre-approved dates will be considered for reimbursement.

CONDITIONS:

For each of the emphasis patrols listed above, **Multijurisdictional High Visibility Enforcement Protocols**, as outlined in **Exhibit B** of this document will be followed. These protocols are incorporated in their entirety to this document by reference. Exceptions to these protocols may only be provided by the WTSC Program Manager.

Standardized Field Sobriety Testing (SFST) Training Requirement

Agency certifies that all officers participating in these patrols are SFST trained. To meet this requirement:

- Officer must be BAC certified and have passed the SFST refresher training within the prior three years, or
- Officer must have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE), or
- Officer must be a certified Drug Recognition Expert.

Media Contacts:

All of these patrols are conducted as part of a highly publicized, statewide effort. As such, publicity campaigns about these patrols are planned to alert the public to the fact that extra patrols are targeting these violations. Therefore, Agency must provide the names of at least two agency officers who can be available for media requests and questions.

***At least one of the individuals listed below must be available for weekend media contacts, beginning at noon on Fridays before mobilizations:**

Matthew Hamner, Chief of Police

Name/Title

Name/Title

206-780-4686

Office Phone & e-mail

Office Phone & e-mail

206-249-2014

Cell Phone

Cell Phone

X Available weekends per above?* ☐ Available weekends per above?*

Please return this signed MOU to your Target Zero Manager:

MARSHA MASTERS, TARGET ZERO MANAGER
KITSAP COUNTY SHERIFF'S OFFICE
614 DIVISION MS-37
PORT ORCHARD, WA 98366
360-337-4647

Target Zero Manager will forward this signed document to:

Angie Ward, WTSC
621 – 8th Avenue SW, Suite 409
PO Box 40944
Olympia, WA 98504-0944
360.725.9888

Exhibit B

Multijurisdictional High-Visibility Enforcement Protocols

Purpose

This protocol is intended to guide Target Zero Managers, Law Enforcement Liaisons, and law enforcement agencies in coordinating multijurisdictional high visibility enforcement (HVE) mobilizations to address impaired driving, distracted driving, speeding, and seat belt use. These mobilizations are funded by federal highway safety grants.

Goal

The goal of multijurisdictional high-visibility campaigns is to reduce fatal and serious injury collisions through the coordination of:

- Publicity addressing increased enforcement, and
- Increased contacts and arrests of violators.

Method

Funding from the Washington Traffic Safety Commission (WTSC) will support multijurisdictional HVE patrol activities to increase the number of officers working on impaired driving, distracted driving, speeding, and occupant protection enforcement. Public education and media will be coordinated by the Target Zero Manager and Law Enforcement Liaison. The law enforcement activity will support the media effort by demonstrating to the public that the media messages are true; i.e., that “extra enforcement patrols (with a particular focus) are going on now” so that the public takes the media messages seriously.

The media work will support the police effort by encouraging voluntary compliance with the law. The objective of multijurisdictional HVE patrol activities is to change driver behavior by raising the awareness of increased enforcement.

Definitions:

- HVE is enforcement of the law in conjunction with publicity that draws the attention of the public to the enforcement activity.
- Multijurisdictional enforcement is defined as a minimum of three law enforcement agencies (LEA's) or patrol units participating at a designated date and time, enforcing a specific activity, in a location determined by the local Target Zero Task Force.

Responsibilities

WTSC:

- Provide funding.
- Provide state/local traffic fatality and serious injury data.
- Coordinate paid media at the state level for statewide and local mobilizations (when possible).
- Lead news media efforts for:
 - Holiday DUI
 - Click It or Ticket
 - U Drive. U Text. U Pay.
 - Drive Sober or Get Pulled Over
- Summarize statewide enforcement activity.
- Report results to the National Highway Traffic Safety Administration.

Target Zero Manager and Law Enforcement Liaison:

- Lead the development of Multijurisdictional High Visibility Enforcement Mobilization Plans.
- Submit local patrol plans for local DUI, seat belt, speeding, and distracted mobilizations to the WTSC on quarterly basis:

Plans Due:	For local patrols planned from:
August 31, 2015	October 1 – December 31, 2015
October 31, 2015	January – March, 2016
January 30, 2016	April – June, 2016
April 30, 2016	July – September, 2016

*One yearly plan for local mobilizations may be submitted in lieu of four quarterly plans.

- Coordinate mobilization briefings.
- Lead news media and community outreach efforts for local mobilizations.
- Review and approve all MOUs, invoices, and other documentation before submission to WTSC. This includes follow-up on incomplete invoicing paperwork and Emphasis Patrol Activity Logs with unexplained low contacts.
- Submit statewide mobilization enforcement total sheet (by county) to WTSC within 72 hours of mobilization end date (hvetotals@wtsc.wa.gov)
- Submit local mobilization enforcement total sheet (by agency and task force) to WTSC within two weeks of patrol end date (hvetotals@wtsc.wa.gov)

Law Enforcement Agencies:

- Send a representative to local task force meetings to plan mobilization locations and exact dates.
- Ensure availability of agency media contact, noted on page 3 of this agreement, prior to and during all mobilization dates.
- Provide commissioned police officer(s) (active or paid reserve) with appropriate equipment (vehicle, radar, etc.) to participate in multijurisdictional HVE patrols.
- Ensure that officers assigned to the multijurisdictional HVE campaigns are qualified to enforce the impaired driving laws as outlined on page 2, section 3 of this agreement.
- Require all officers participating in multijurisdictional HVE patrols to attend mobilization briefings.
- Ensure officers working the overtime conduct **a minimum of three (3) self-initiated contacts per hour.**

This is an enforcement activity that is intended to apprehend violators. It is expected that a Notice of Infraction/Citation (NOI/C) will be issued at contact unless circumstances dictate otherwise. It is understood that violator contacts may result in related, time-consuming activity. Such activity will be considered for reimbursement.

Activity other than that initiated through HVE patrol contact (investigating collisions, emergency responses, etc.) will be the responsibility of the contracting agency and will not be reimbursed.

- Require officers to complete and submit multijurisdictional HVE patrol productivity on WTSC Emphasis Patrol Activity Log.

Agency Initial _____ DATE _____

TZM Initial _____ DATE _____

City of Bainbridge Island City Council Agenda Bill



PROCESS INFORMATION

Subject: 8:05 PM Potential Changes to the Transportation Benefit District, AB 15-170 – Executive	Date: 9/15/2015
Agenda Item: STAFF INTENSIVE	Bill No.: 15-170
Proposed By: Executive	Referrals(s):

BUDGET INFORMATION

Department: Finance	Fund: TBD	
Expenditure Req: None	Budgeted?	Budget Amend. Req?

REFERRALS/REVIEW

:	Recommendation:	
City Manager: Yes	Legal: Yes	Finance: Yes

DESCRIPTION/BACKGROUND

During the summer of 2015 the Washington State legislature passed a transportation funding bill which changed some of the provisions related to Transportation Benefit Districts. Two aspects in particular may be of interest to the Council.

First, effective July 15th 2015, a municipality may assume the rights, powers, functions, and obligations of a transportation benefit district (TBD) when the boundaries of the TBD are the same as the boundaries of the municipality. This provision would apply to the Bainbridge Island Transportation Benefit District (TBD).

Second, the maximum vehicle license fee that does not require voter approval increases from \$20 to \$40, with the limitation that any increase must occur more than 24 months after the initial fee went into effect, and that 24 months after that time, the non-voted fee can be increased to \$50. The Bainbridge Island TBD has a \$20 vehicle license fee which the board approved in March 2013 for collection starting August 1, 2013.

The Bainbridge Island TBD board discussed the first item, related to the City assuming the TBD, at the TBD meeting on September 8, and suggested that the Council also discuss this option.

If Council wishes to move forward to assume the rights and obligations of the TBD, next steps include passing an ordinance stating intent to conduct a public hearing on the subject of assuming the TBD. The public hearing must be properly noticed and held. The Council can then pass an ordinance to repeal the establishment of the TBD and assume its role.

I'm attaching a summary of the effects of the legislation written by the Municipal Research and Services Center (MRSC). This summary provides useful explanations and links if you'd like to refer to the new sections of the Revised Code of Washington (RCW) and the bill passed by the legislature.

RECOMMENDED ACTION/MOTION

If the Council is interested in assuming control of the TBD, including its rights and obligations:

I move that the Council direct staff to proceed with the necessary steps for the City to assume the TBD, including scheduling a public hearing and preparing needed legislation.

If the Council is not interested in assuming control of the TBD, no action is needed.

ATTACHMENTS:

Description	Type
▣ MRSC information regarding TBD	Backup Material



New Legislation Affecting Transportation Benefit Districts

August 6, 2015 by [Bob Meinig \(/Home/Stay-Informed/MRSC-Insight.aspx?aid=103\)](#)

Category: [Transportation \(/Home/Stay-Informed/MRSC-Insight.aspx?catID=149&cat=Transportation\)](#), [Finance \(/Home/Stay-Informed/MRSC-Insight.aspx?catID=158&cat=Finance\)](#)



The 2015 Legislature included within its large transportation funding bill, [2ESSB 5987](#)

(<http://lawfilesexternal.wa.gov/biennium/2015-16/Pdf/Bills/Session%20Laws/Senate/5987-S.SL.pdf>), a number of changes to the laws governing transportation benefit districts (TBDs). To me, the most interesting of these changes is a provision that basically allows a city or county that has a TBD with the same boundaries as the city or county to absorb the TBD and assume all the TBD's "rights, powers, functions, and obligations," with the result that the TBD would cease to exist as a separate entity. But more significantly, this legislation increased the permissible amount of the nonvoted vehicle license fee that certain TBDs may impose – up to a maximum of \$50. This legislation was effective on July 15.

[Section 301 \(http://lawfilesexternal.wa.gov/biennium/2015-16/Pdf/Bills/Session%20Laws/Senate/5987-S.SL.pdf#page=52\)](#) of [2ESSB 5987 \(http://lawfilesexternal.wa.gov/biennium/2015-16/Pdf/Bills/Session%20Laws/Senate/5987-S.SL.pdf\)](#) authorizes this assumption of control over a TBD by a city or county with the same boundaries as the TBD. The process to accomplish this is set out in [Sections 302-303 \(http://lawfilesexternal.wa.gov/biennium/2015-16/Pdf/Bills/Session%20Laws/Senate/5987-S.SL.pdf#page=52\)](#), and it begins with the city or county legislative authority passing a resolution or ordinance indicating its intention to hold a public hearing on the proposed assumption of the rights, powers, functions, and obligations of the TBD, and setting the time and place of the hearing. The ordinance or resolution must be published according to the requirements in [Section 302 \(http://lawfilesexternal.wa.gov/biennium/2015-16/Pdf/Bills/Session%20Laws/Senate/5987-S.SL.pdf#page=52\)](#), and, at the hearing, the legislative authority must hear all protests and objections to the proposed assumption. If, after the hearing, the legislative authority determines that "public interest or welfare would be satisfied" by the assumption of the TBD, it passes an ordinance or resolution assuming the rights, powers, functions, and obligations of the TBD. The passage of the ordinance abolishes the TBD governing

body and vests the city or county legislative authority with all the rights, powers, functions, and obligations that the TBD governing body possessed. See [Section 303 \(http://lawfilesexternal.wa.gov/biennium/2015-16/Pdf/Bills/Session%20Laws/Senate/5987-S.SL.pdf#page=52\)](http://lawfilesexternal.wa.gov/biennium/2015-16/Pdf/Bills/Session%20Laws/Senate/5987-S.SL.pdf#page=52).

Sections [304 \(http://lawfilesexternal.wa.gov/biennium/2015-16/Pdf/Bills/Session%20Laws/Senate/5987-S.SL.pdf#page=54\)](http://lawfilesexternal.wa.gov/biennium/2015-16/Pdf/Bills/Session%20Laws/Senate/5987-S.SL.pdf#page=54)-[307 \(http://lawfilesexternal.wa.gov/biennium/2015-16/Pdf/Bills/Session%20Laws/Senate/5987-S.SL.pdf#page=55\)](http://lawfilesexternal.wa.gov/biennium/2015-16/Pdf/Bills/Session%20Laws/Senate/5987-S.SL.pdf#page=55) make it clear that the city or county steps completely into the shoes of the TBD when it assumes the rights, powers, functions, and obligations of the TBD. Of course, a city or county that has not already established a TBD will have to first establish one before it can assume the its rights, powers, functions, and obligations.

As to the increase in the nonvoted vehicle license fee, this legislation at [Section 308 \(http://lawfilesexternal.wa.gov/biennium/2015-16/Pdf/Bills/Session%20Laws/Senate/5987-S.SL.pdf#page=55\)](http://lawfilesexternal.wa.gov/biennium/2015-16/Pdf/Bills/Session%20Laws/Senate/5987-S.SL.pdf#page=55) amends [RCW 36.73.065 \(http://app.leg.wa.gov/rcw/default.aspx?cite=36.73.065\)](http://app.leg.wa.gov/rcw/default.aspx?cite=36.73.065) to increase the amount of that fee that a TBD governing board – or a city or county legislative authority that has assumed a TBD – may impose without a public vote. (To be authorized to enact a nonvoted vehicle license fee, the TBD must include all the territory of the jurisdiction or jurisdictions that established it. See [\(4\)](http://app.leg.wa.gov/rcw/default.aspx?cite=36.73.065) and [RCW 82.80.140 \(http://app.leg.wa.gov/RCW/default.aspx?cite=82.80.140\)](http://app.leg.wa.gov/RCW/default.aspx?cite=82.80.140)(2).) If a \$20 nonvoted fee has been imposed for at least 24 months, that fee may be increased without a public vote to \$40. If, subsequently, a \$40 nonvoted fee has been imposed for at least 24 months, that fee may be increased without a public vote up to \$50; however, that nonvoted fee of more than \$40 is subject to referendum if a petition is filed containing the signatures of at least eight percent of the number of voters registered and voting in the district for the office of the governor at the last preceding gubernatorial election. The petition must be filed within 90 days of the publication of the notice of the intention to increase the fee to more than \$40, which notice is to be filed by April 1st of the year in which the vehicle fee is to be imposed. The question whether the fee may be imposed is decided by majority vote.

Finally, in a change that will affect only TBDs that include a city with a population of 500,000 or more (i.e., the City of Seattle), the threshold below which such a TBD may provide rebates of vehicle fees, sales taxes, and tolls is increased from 45 percent to 75 percent of the median household income. (Rebate programs, as defined in [RCW 36.73.015 \(http://app.leg.wa.gov/rcw/default.aspx?cite=36.73.015\)](http://app.leg.wa.gov/rcw/default.aspx?cite=36.73.015)(4), are not authorized for other TBDs.)

For more information on TBDs, see our [Transportation Benefit Districts \(http://mrsc.org/Home/Explore-Topics/Transportation/Transportation-Funding/Transportation-Benefit-Districts.aspx\)](http://mrsc.org/Home/Explore-Topics/Transportation/Transportation-Funding/Transportation-Benefit-Districts.aspx) webpage.



About Bob Meinig

Bob has written extensively on the state Open Public Meetings Act and on municipal incorporation and annexation. At MRSC, he has also advised local governments for over 25 years on diverse legal issues.

[VIEW ALL POSTS BY BOB MEINIG ▶ \(/Home/Stay-Informed/MRSC-Insight.aspx?aid=103\)](#)

[Leave a Comment](#) ▼

Comments

0 comments on New Legislation Affecting Transportation Benefit Districts

Blog post currently doesn't have any comments.

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City of Bainbridge Island City Council Agenda Bill



PROCESS INFORMATION

Subject: 8:15 PM Lodging Tax Advisory Committee Appointments, AB 15-152 – Deputy Mayor Scott	Date: 9/15/2015
Agenda Item: COUNCIL DISCUSSION	Bill No.: 15-152
Proposed By: Deputy Mayor Scott	Referrals(s):

BUDGET INFORMATION

Department: Council	Fund:	
Expenditure Req:	Budgeted?	Budget Amend. Req?

REFERRALS/REVIEW

:	Recommendation:	
City Manager:	Legal: N/A	Finance: N/A

DESCRIPTION/BACKGROUND

Action:

Consider appointment of the following individuals to the Lodging Tax Advisory Committee to a term ending upon completion of their funding recommendations: Lodging (Pat Nash and Linda Thurrott) and Recipients (Nancy Fortner and Kelly MacDonald).

Background:

In July 2015, a call for participation was issued for volunteers for the Lodging Tax Advisory Committee. Six applications were received with one needing to withdraw. A correct mix of two from the lodging industry and two from organizations eligible to receive LTAC funds as indicated in the RCW has been established.

See attached applications.

RECOMMENDED ACTION/MOTION

Motion:

I move that the City Council appoint the following individuals to the Lodging Tax Advisory Committee to a term ending upon completion of their funding recommendations: Lodging (Pat Nash and Linda Thurrott) and Recipients (Nancy Fortner and Kelly MacDonald).

ATTACHMENTS:

	Description	Type
▣	Applications	Backup Material

From: noreply@civicplus.com
Sent: Wednesday, July 22, 2015 6:43 PM
To: Roz Lassoﬀ
Subject: Online Form Submittal: Citizen Advisory Group Application

Citizen Advisory Group Application

Step 1

Please complete the form below if you are interested in serving on a committee or commission. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name	Charles "Chuck" Everett
----------------	-------------------------

Email	
-------	--

Phone	
-------	--

Address	
---------	--

City	Bainbridge Island
------	-------------------

State	WA
-------	----

Zip	98110
-----	-------

Current Employer	Bainbridge Island Brewing
------------------	---------------------------

Current Position	Co-Owner/Manager
------------------	------------------

I am interested in serving on one of the following advisory groups (select all that apply):	Lodging Tax Advisory Committee
---	--------------------------------

Experience & Qualifications

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

If so, please indicate which groups:	<i>Field not completed.</i>
--------------------------------------	-----------------------------

Please share your qualifications for this appointment (skills,	Education - UC San Diego (undergrad); BS in Business Management (USC 1977); and Masters in Landscape Architecture (U Arizona 1982). Management - Co-Founder and
--	---

activities, training, education) if any:	Manager of Bainbridge Island Brewing for 3+ years; and Vice President at AECOM (formerly EDAW) for 30 years, a private consulting firm.
Please share your community interests (groups, committees, organizations) if any:	Community Service / Activities - member of Rotary Club of Bainbridge Island, and its Community Grants Committee that decides where a large portion of the annual auction funds are to be allocated; member of the Bainbridge Island Downtown Association; member of the BI Chamber of Commerce; former Asst. Scoutmaster at BSA Troop 1565 on the island; former Riverside Land Conservancy board member; and former Northwest Hydroelectric Association board member.
Feel free to attach your resume (optional):	<i>Field not completed.</i>
Type the Year	2015

Email not displaying correctly? [View it in your browser.](#)

Roz Lassoﬀ

From: noreply@civicplus.com
Sent: Wednesday, July 29, 2015 7:00 AM
To: Roz Lassoﬀ
Subject: Online Form Submittal: Citizen Advisory Group Application

Citizen Advisory Group Application

Step 1

Please complete the form below if you are interested in serving on a committee or commission. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name	Nancy Fortner
----------------	---------------

Email	
-------	--

Phone	
-------	--

Address	
---------	--

City	BI
------	----

State	WA
-------	----

Zip	98110
-----	-------

Current Employer	self
------------------	------

Current Position	co-owner
------------------	----------

I am interested in serving on one of the following advisory groups (select all that apply):	Lodging Tax Advisory Committee
---	--------------------------------

Experience & Qualifications

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

If so, please indicate which groups:	<i>Field not completed.</i>
--------------------------------------	-----------------------------

Please share your qualifications for this appointment (skills,	business owner in the community since 1992: Fortner Books, Sweetlife Farm; recently erected a tipi on the property, which is
--	--

activities, training, education) if any:	available to rent on Airbnb; host site for Christmas in the Country, Bainbridge Working Studios
Please share your community interests (groups, committees, organizations) if any:	farmers market, friends of the farms, chamber of commerce, BI land trust, supporting local businesses, supporting local government
Feel free to attach your resume (optional):	<i>Field not completed.</i>
Type the Year	2015

Email not displaying correctly? [View it in your browser.](#)

Roz Lassoﬀ

From: noreply@civicplus.com
Sent: Wednesday, September 02, 2015 5:44 PM
To: Roz Lassoﬀ
Subject: Online Form Submittal: Citizen Advisory Group Application

Citizen Advisory Group Application

Step 1

Please complete the form below if you are interested in serving on a committee or commission. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name Kelly B MacDonald

Email

Phone

Address

City Bainbridge Island

State Wa

Zip 98110

Current Employer PBPBS, LLC

Current Position CEO of Pleasant Beach Village

I am interested in serving on one of the following advisory groups (select all that apply): Lodging Tax Advisory Committee

Experience & Qualifications

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

If so, please indicate which groups: *Field not completed.*

Please share your qualifications for this appointment (skills, - The Inn at Pleasant Beach/Property Manager - Local CPA Business Owner - CPA Tax Accountant for 10+ Years.

activities, training,
education) if any:

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

Field not completed.

Feel free to attach your
resume (optional):

Field not completed.

Type the Year

2015

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Roz Lassoﬀ

From: noreply@civicplus.com
Sent: Tuesday, September 01, 2015 1:12 PM
To: Roz Lassoﬀ
Subject: Online Form Submittal: Citizen Advisory Group Application

Citizen Advisory Group Application

Step 1

Please complete the form below if you are interested in serving on a committee or commission. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name	Patricia Nash
----------------	---------------

Email	
-------	--

Phone	
-------	--

Address	
---------	--

City	Bainbridge Island
------	-------------------

State	WA
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Zip	98110
-----	-------

Current Employer	Retired
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Current Position	n/a
------------------	-----

I am interested in serving on one of the following advisory groups (select all that apply):	Lodging Tax Advisory Committee
---	--------------------------------

Experience & Qualifications

Have you served on any city advisory groups in the past?	Yes
--	-----

If so, please indicate which groups:	Lodging Tax
--------------------------------------	-------------

Please share your qualifications for this appointment (skills,	BSc Chemistry. Taught Math and Sciences in UK and in U.S Water safety instructor and First aid/CPR -Assistant Pool
--	--

activities, training, education) if any:	Director at B.I. Pool. President of International Women's' Guild in Rome,Italy. Worked in Post Office and Vet. Clinic
Please share your community interests (groups, committees, organizations) if any:	Girl Scouting until last move to France to live . Part- time in local feed store. Band B owner.Dogand sheep breeder previously.
Feel free to attach your resume (optional):	<i>Field not completed.</i>
Type the Year	2015

Email not displaying correctly? [View it in your browser.](#)

Roz Lassoﬀ

From: noreply@civicplus.com
Sent: Monday, August 03, 2015 3:54 PM
To: Roz Lassoﬀ
Subject: Online Form Submittal: Citizen Advisory Group Application

Citizen Advisory Group Application

Step 1

Please complete the form below if you are interested in serving on a committee or commission. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name Linda Thurrott

Email

Phone

Address

City Bainbridge Island

State WA

Zip 98110

Current Employer Best Western

Current Position General Manager

I am interested in serving on one of the following advisory groups (select all that apply): Lodging Tax Advisory Committee

Experience & Qualifications

Have you served on any city advisory groups in the past? Yes

If so, please indicate which groups: LTAC

Please share your qualifications for this appointment (skills, Hotel General Manager for 19 years on Bainbridge Island

activities, training,
education) if any:

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

Chamber of Commerce (former board member) Kitsap VCB
(former board member) Washington Lodging Association
(former board member) Kitsap Lodging Association current
affiliation Housing Resources Bainbridge current affiliation

Feel free to attach your
resume (optional):

Field not completed.

Type the Year

2015

Email not displaying correctly? [View it in your browser.](#)

City of Bainbridge Island City Council Agenda Bill



PROCESS INFORMATION

Subject: 8:20 PM Planning Commission Appointment, AB 15-171 – Mayor Blair	Date: 9/15/2015
Agenda Item: COUNCIL DISCUSSION	Bill No.: 15-171
Proposed By: Mayor Blair	Referrals(s):

BUDGET INFORMATION

Department: Council	Fund:
Expenditure Req:	Budgeted? Budget Amend. Req?

REFERRALS/REVIEW

:	Recommendation:
City Manager:	Legal: N/A Finance: N/A

DESCRIPTION/BACKGROUND

Action:

Consider the appointment of Michael Killion to the Planning Commission, Position 7, to complete an unexpired term ending June, 2016.

Background:

Ordinance No. 2014-18, Section D.2 states: *In the event of a commission member being absent from three consecutive regular meetings, or being absent from 50 percent of all meetings (including committee) in any six-month period, the office shall become vacant and forfeited; provided, that the mayor, with city council approval, may grant an exception when warranted by individual circumstances.*

Following interviews in May, 2015 to fill an expired term, Mayor Blair is recommending one of the applicants be appointed to fill a recently created vacancy due to numerous absences.

RECOMMENDED ACTION/MOTION

Motion:

I move the City Council approve the appointment of Michael Killion to the Planning Commission, Position 7, to complete an unexpired term ending June, 2016.

ATTACHMENTS:

Description	Type
□ Application	Backup Material

Roz Lassoff

From: noreply@civicplus.com
Sent: Friday, May 08, 2015 2:28 PM
To: Roz Lassoff
Subject: Online Form Submittal: Citizen Advisory Group Application

If you are having problems viewing this HTML email, click to view a [Text version](#).

Citizen Advisory Group Application

Please complete the form below if you are interested in serving on a committee or commission. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name*

Michael (Mike) Killion

Email*

Phone*

Address

City*

Bainbridge Island

State*

WA

Zip*

98110

Current Employer*

Retired

Current Position*

N/A

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

- | | |
|--|---|
| ☐ Civil Service Commission | ☐ Design Review Board |
| ☐ Ethics Board | ☐ Historic Preservation Commission |
| ☐ Non-Motorized Transportation Advisory Committee | ☐ Road Ends Committee |
| ☐ Utility Advisory Committee | ☐ Community Forestry Commission |
| ☐ Environmental Technical Advisory Committee | ☐ Harbor Commission |
| ☐ Lodging Tax Advisory Committee | ☒ Planning Commission |
| ☐ Salary Commission | |

Have you served on any city advisory groups in the past?*

() Yes (X) No

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

Resident on BI for almost ten years. Member of The Rotary Club of BI. Chaired the Rotary auction in 2012. Served on several boards in my career. These include the Rotary Club of BI Board, the Peoria (Phoenix metro area) school board (president 2

years), Phoenix Baptist hospital board (president 2 years), Maricopa County school boards association (president 1 year), Homeowner association boards (currently treasurer of the South Beach Owners Association condominium board). I have an undergraduate degree in Mathematics and an MBA degree.

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

Member of the The Rotary Club of BI having served on a number of committees, including auction chair and treasurer of the Club's trust fund. Member of Saint Barnabas Episcopal church. Co-facilitator of the Salon sponsored by the BI public library.

Type the Year

2015

By typing the year in this box, you verify that you are a legitimate user.

The following form was submitted via your website: Citizen Advisory Group Application

Please complete the form below if you are interested in serving on a committee or commission. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.:

Applicant Name: Michael (Mike) Killion

Phone:

Address:

City: Bainbridge Island

State: WA

Zip: 98110

Current Employer: Retired

Current Position: N/A

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

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

Please share your qualifications for this appointment (skills, activities, training, education) if any: Resident on BI for almost ten years. Member of The Rotary Club of BI. Chaired the Rotary auction in 2012. Served on

several boards in my career. These include the Rotary Club of BI Board, the Peoria (Phoenix metro area) school board (president 2 years), Phoenix Baptist hospital board (president 2 years), Maricopa County school boards association (president 1 year), Homeowner association boards (currently treasurer of the South Beach Owners Association condominium board). I have an undergraduate degree in Mathematics and an MBA degree.

Please share your community interests (groups, committees, organizations) if any: Member of the The Rotary Club of BI having served on a number of committees, including auction chair and treasurer of the Club's trust fund. Member of Saint Barnabas Episcopal church. Co-facilitator of the Salon sponsored by the BI public library.

Type the Year: 2015

Additional Information:

Form Submitted on: 5/8/2015 2:27:33 PM

Submitted from IP Address: 24.7.19.227

Referrer Page: <http://www.ci.bainbridge-isl.wa.us/FormCenter/Citizen-Advisory-Groups-7/Citizen-Advisory-Group-Application-46>

Form Address: <http://www.ci.bainbridge-isl.wa.us/FormCenter/Citizen-Advisory-Groups-7/Citizen-Advisory-Group-Application-46>

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: 8:25 PM BKAT Public Television Access Advisory Committee Appointment, AB 15-172 – Mayor Blair	Date: 9/15/2015
Agenda Item: COUNCIL DISCUSSION	Bill No.: 15-172
Proposed By: City Council	Referrals(s):

BUDGET INFORMATION

Department: Council	Fund:	
Expenditure Req:	Budgeted?	Budget Amend. Req?

REFERRALS/REVIEW

:	Recommendation:	
City Manager:	Legal:	Finance:

DESCRIPTION/BACKGROUND

Action:

Consider appointment of Dona Keating to the BKAT Public Television Access Advisory Committee for a two-year term ending September, 2017.

Background:

In August, 2015, a call for participation was issued for a citizen volunteer to serve on the Bremerton Kitsap Access Television (BKAT) advisory body to the Bremerton City Council and Mayor and the Kitsap County Commissioners to promote and develop optimal utilization of the Public Access Television system. One application was received (see attached).

RECOMMENDED ACTION/MOTION

Motion:

I move the City Council appoint Dona Keating to the BKAT Public Television Access Advisory Committee for a two-year term ending September, 2017.

ATTACHMENTS:

Description	Type
☐ Application	Backup Material

From: noreply@civicplus.com
Sent: Friday, September 04, 2015 2:47 PM
To: Roz Lassoﬀ
Subject: Online Form Submittal: Citizen Advisory Group Application

Citizen Advisory Group Application

Step 1

Please complete the form below if you are interested in serving on a committee or commission. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name	Dona Keating
Email	
Phone	
Address	
City	Bainbridge Island
State	WA
Zip	98110
Current Employer	Professional Options LLC
Current Position	President and CEO
I am interested in serving on one of the following advisory groups (select all that apply):	Public Access Television Advisory Committee (Advisory to Bremerton Council, Mayor & Kitsap County Commissioners)
Experience & Qualifications	
Have you served on any city advisory groups in the past?	No
If so, please indicate which groups:	<i>Field not completed.</i>
Please share your qualifications for this appointment (skills,	Over 30 years of leadership, management consulting, executive facilitation, and IT/telecommunications expertise. Strong consensus-building and communications skills. Certified

activities, training, education) if any:	Governance Trainer (for executive boards) and Change Management.
Please share your community interests (groups, committees, organizations) if any:	I have served on numerous boards in the Seattle and Kitsap region, including Kitsap Economic Development Alliance, West Sound Technology Association, Kitsap Regional Telecommunications Committee (co-chair with Poulsbo City Councilman Ed Stern), Olympic College Foundation. Have been an Executive Member of World Trade Center Seattle and current member of Trade Development Alliance of Seattle. Also chaired Business Management Advisory Committee for Olympic College. Strategic Advisor for Kitsap County HIV AIDS Foundations, ambassador for Seattle Center Foundation / The Next Fifty and Grameen Foundation Bankers Without Borders. Founding member and former president of West Sound Technology Association and co-founder of West Sound CoderDojo (provides free coding for kids ages 8-18). Former Committee Chair, High Tech - Kitsap 20/20 Regional Action Plan. Former chair of KEDA's Subcommittee on Private Sector Last Mile Solutions, World Affairs Council - Minister, USA Today Small Business Panel, Washington Science & Technology Roundtable National Chamber of Commerce for Women, Constant Contact SmallBiz Council, former member of Bainbridge Island Chamber of Commerce, Prosperity Partnership, Puget Sound Regional Council. Have also partnered with Char Burnette at BKAT over the years by providing programming - also strategic advice.
Feel free to attach your resume (optional):	<i>Field not completed.</i>
Type the Year	2015

Email not displaying correctly? [View it in your browser.](#)

City of Bainbridge Island City Council Agenda Bill



PROCESS INFORMATION

Subject: Utility Advisory Committee Notes, September 8, 2015 – Councilmember Tollefson	Date: 9/15/2015
Agenda Item: COMMITTEE REPORTS	Bill No.:
Proposed By:	Referrals(s):

BUDGET INFORMATION

Department: City Clerk	Fund:	
Expenditure Req:	Budgeted?	Budget Amend. Req?

REFERRALS/REVIEW

:	Recommendation:	
City Manager:	Legal:	Finance:

DESCRIPTION/BACKGROUND

RECOMMENDED ACTION/MOTION

ATTACHMENTS:

Description	Type
☐ UAC Notes	Backup Material

To: City Council

From: Val Tollefson, UAC Liaison

Re: Sep. 8, 2015 UAC meeting.

Present: Andy Maron, Jim Thrash, Steve Leach, Emily Sato, Nancy Nolan

Also present: Public Works Director Barry Loveless, Councilmember Val Tollefson, Bryan McConaughy (Puget Sound Energy), Robert Dashiell

1. The Committee discussed progress on its work on the SSWM Utility. A draft Committee recommendation on Operating Expenses is circulating. The Committee is mindful of work needed to have final recommendations to the City Council in time for its consideration on October 27.
2. The Committee discussed its possible the Utilities and Water Resources elements of the Comp Plan. The consensus was to try to move all Utility discussion to that element, and to concentrate the Water Resources element on non-utility subjects. Topics were assigned for homework, and the Committee will start to consider specific provisions at its next meeting.

Adjourn at 5:45. Next meeting is on Monday, Sept. 14 at 4:30.

A handwritten signature in blue ink, appearing to read "Val Tollefson", followed by a horizontal line.

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

City of Bainbridge Island City Council Agenda Bill



PROCESS INFORMATION

Subject: Review Upcoming Council Meeting Agendas	Date: 9/15/2015
Agenda Item: REVIEW UPCOMING COUNCIL MEETING AGENDAS	Bill No.:
Proposed By:	Referrals(s):

BUDGET INFORMATION

Department: City Clerk	Fund:	
Expenditure Req:	Budgeted?	Budget Amend. Req?

REFERRALS/REVIEW

:	Recommendation:	
City Manager:	Legal:	Finance:

DESCRIPTION/BACKGROUND

RECOMMENDED ACTION/MOTION

ATTACHMENTS:

Description	Type
☐ Calendar	Backup Material

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	15-Sep			Roz		25	22-Sep	
		PW	15	Right-of-Way Acquisition Process Discussion-Consultants (Info.)				EXEC	15	Discuss Options for 25th Anniversary Celebration (Info.)	
		PCD	10	Ordinance No. 2015- 28, Amending BIMC Chapter 15.16, Flood Damage Prevention, 1st Reading (Info.)				CC	5	Proclamation Declaring October, 2015 as Domestic Violence Awareness Month (Consider Action)	
		PD	10	Traffic Emphasis Patrol for 2016 Interlocal Agreement (Info.)				PCD	CA	Ordinance No. 2015-28, Amending BIMC Chapter 15.16, Flood Damage Prevention (Consider Action)	
		PD	10	Kitsap County Traffic Safety Task Force Interlocal Agreement (Info.)				PD	CA	Traffic Emphasis Patrol for 2016 Interlocal Agreement (Consider Action)	
		EXEC	10	Potential Water System Extension (Consider Action)				PD	CA	Kitsap County Traffic Safety Task Force Interlocal Agreement (Consider Action)	
		CC	5	LTAC Appointments (Consider Action)				PW	CA	Resolution No. 2015-10, Adopting the General Sewer Plan (Consider Action)	
		CC	5	Planning Commission Appointment (Consider Action)					45		
		CC	5	Public Television Access Adhoc Committee Appointment (Consider Action)							
		PW	5	Resolution No. 2015-10, Adopting the General Sewer Plan (Info.) - added							
			100								
										Work Session	
								EXEC	60	Human Services Funding – 2016 Funding Framework	
				29-Sep							
				5th Tuesday - no meeting							

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	6-Oct					13-Oct
		PW	30	Ordinance 2015-20, Update to SSWM Code BIMC 13.24, 1st Reading (Info.)					
		FIN	20	Ordinance No. 2015-26, SSWM Rates - 1st Reading (Info.)					
		FIN	15	Mid-Biennial Budget Modifications (Info)					
		FIN	10	Ordinance No. 2015-__, 2016-2021 Capital Facilities Plan, 1st Reading (Info.)					
		FIN	10	Ordinance No. 2015-27, Property Taxes Levied in 2016, 1st Reading (Consider scheduling public hearing 10/27)					
		FIN	10	Ordinance No. 2015-24, Water Rates, 1st Reading (Info.)					
		FIN	10	Ordinance No. 2015-25, Sewer Rates, 1st Reading (Info.)					
		EXEC	10	Discuss Petition Threshold for Electric Utility Ballot Proposition (Info.)					
		EXEC	10	Equipment Sharing Interlocal Agreement w/BIMPRD (Info.)					
		PW	10	Rockaway Beach Outfall Study Professional Services Agreement (Info.)					
		PW	10	Deep Culvert Assessment Study Professional Services Agreement (Info.)					
		PCD	5	Historic Preservation Commission: Suyematsu Property Grant Opportunity (tentative)					
			175						

2015 PROPOSED COUNCIL CALENDAR ITEMS

Study Session 7 pm					Business Meeting 7 pm				
Absences	Clerk	Department	Timing (min)		Absences	Clerk	Department	Timing (min)	
				20-Oct	Michael	Roz		25	27-Oct
							FIN	10	Ordinance No. 2015-__, 2016-2021 Capital Facilities Plan, 2nd Reading (Consider Action)
							FIN	10	Ordinance No. 2015-27, Property Taxes Levied in 2016, Public Hearing/2nd Reading (Consider Action)
							FIN	10	Ordinance No. 2015-24, Water Rates, 2nd Reading (Consider Action)
							FIN	10	Ordinance No. 2015-25, Sewer Rates, 2nd Reading (Consider Action)
							FIN	10	Ordinance No. 2015-__, Mid-Biennial Modifications, 1st Reading (Info.)
							FIN	10	Ordinance No. 2015-26, SSWM Rates, 2nd Reading (Consider Action)
							EXEC	CA	Equipment Sharing Interlocal Agreement w/BIMPRD (Consider Action)
							PW	CA	Ordinance 2015-20, Update to SSWM Code BIMC 13.24, 2nd Reading (Consider Action)
							PW	CA	Rockaway Beach Outfall Study Professional Services Agreement (Consider Action)
							PW	CA	Deep Culvert Assessment Study Professional Services Agreement (Consider Action)
				85					

2015 PROPOSED COUNCIL CALENDAR ITEMS

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[illegible]

2015 PROPOSED COUNCIL CALENDAR ITEMS

Absences	Clerk	Department	Timing (min)	Study Session 7 pm				Absences	Clerk	Department	Timing (min)	Business Meeting 7 pm			
				5th Tuesday - no meeting											