



STUDY SESSION
Tuesday, October 6, 2015

AGENDA

1. EXECUTIVE SESSION

6:00 PM

- A.** Review Performance of an Employee (RCW 42.30.110(1)(g)), Potential Litigation (RCW 42.30.110(1)(i))

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. STAFF INTENSIVE

- A.** 7:15 PM Rockaway Beach Roadway Outfall Study Professional Services Agreement, AB 15-181 – Public Works
B. 7:25 PM Deep Culvert Assessment Study, Professional Services Agreement, AB 15-182 – Public Works
C. 7:35 PM Ordinance No. 2015-20, Update to Storm and Surface Water Management Code, Bainbridge Island Municipal Code Chapter 13.24, AB 15-151 – Public Works
D. 8:05 PM Ordinance 2015-32 Updating the Capital Facilities Plan
E. 8:15 PM Ordinance No. 2015-33, Mid-Biennial Budget Modifications, AB 15-186 – Finance
F. 8:30 PM Ordinance No. 2015-35, Declaration of Substantial Need to Increase the Regular Property Tax Levy Rate in Excess of the Implicit Price Deflator for Collection in 2016

- G.** 8:40 PM Ordinance No. 2015-27, Property Tax Levy for Collection in 2016, AB 15-180 – Finance
- H.** 8:50 PM Ordinance No. 2015-24, Eliminating the Automatic Fee Adjustment to the City's Water Utility Rates for 2016, AB 15-177 – Finance
- I.** 9:00 PM Ordinance No. 2015-25, Eliminating the Automatic Annual Fee Adjustment to the City's Sewer Utility Rates for 2016, AB 15-178 – Finance
- J.** 9:10 PM City of Bainbridge Island and Bainbridge Island Metropolitan Parks and Recreation District Service Sharing Interlocal Agreement, AB 15-187 – Executive
- K.** 9:20 PM Resolution No. 2015-17, Declaring the City's Intent to Assume the Transportation Benefit District and Setting a Public Hearing for October 27, 2015 on the Same, AB 15-184 – Finance

6. COUNCIL DISCUSSION

- A.** 9:30 PM Petition Threshold for Electric Utility Ballot Proposition, AB 15-183 – Executive
- B.** 9:40 PM Pritchard Park Off-Leash Dog Regulations

7. COMMITTEE REPORTS

9:45 PM

- A.** Utility Advisory Committee Notes, September 14, 2015 – Councilmember Tollefson
- B.** Ethics Board Notes, September 21, 2015 – Deputy Mayor Scott
- C.** Utility Advisory Committee Notes, September 28, 2015 – UAC Member Leach

8. REVIEW UPCOMING COUNCIL MEETING AGENDAS

9:50 PM

- A.** Upcoming Council Meeting Calendar

9. FOR THE GOOD OF THE ORDER

9:55 PM

10. ADJOURNMENT

10:00 PM

City of Bainbridge Island City Council Agenda Bill



PROCESS INFORMATION

Subject: Review Performance of an Employee (RCW 42.30.110(1)(g)), Potential Litigation (RCW 42.30.110(1)(i))	Date: 10/6/2015
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: 7:15 PM Rockaway Beach Roadway Outfall Study Professional Services Agreement, AB 15-181 – Public Works	Date: 10/6/2015
Agenda Item: STAFF INTENSIVE	Bill No.: 15-181
Proposed By: Public Works Director Barry Loveless	Referrals(s):

BUDGET INFORMATION

Department: Public Works	Fund: 2015 Budget Rockaway Beach Outfall
Expenditure Req: \$49,307.93	Budgeted? Yes Budget Amend. Req? No

REFERRALS/REVIEW

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

DESCRIPTION/BACKGROUND

Action Item:

Consider placement of the Rockaway Beach Roadway Outfall Study Professional Services Agreement on the October 27, 2015 City Council consent agenda.

Background:

The Rockaway Beach Roadway Outfall Study consists of preliminary engineering, permitting, design, and construction support services for the repair and/or replacement of the roadway drainage conveyance located in the vicinity of 5342 Rockaway Beach Drive. The existing conveyance consists of catch basins and deteriorated concrete pipe carrying flow to an outfall at the beach. The City solicited statements of qualifications from the Consultant Roster and Parametrix, Inc. was selected as the most qualified consultant to design the project. See attached agreement and scope of work for further details.

RECOMMENDED ACTION/MOTION

Motion:

I move that the City Council forward the Rockaway Beach Roadway Outfall Study Professional Services Agreement with Parametrix, Inc. in the amount of \$49,307.93 to the October 27, 2015 City Council consent agenda.

ATTACHMENTS:

Description	Type
□ Parametrix Professional Services Agreement	Backup Material
□ Parametrix Professional Services Agreement Exhibit A	Backup Material

AGREEMENT FOR PROFESSIONAL SERVICES

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

WHEREAS, the City requires professional services for design, survey, permit, and construction support for the Rockaway Beach Outfall Improvement Project (CIP #00714); and

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

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

1. SERVICES BY CONSULTANT

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

2. PAYMENT

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

[X] In accordance with the fee schedule in Attachment A - Budget, but not more than a total of Forty-Nine Thousand Three Hundred Seven and 93/100 Dollars (\$49,307.93)

[] Fixed Sum: a total amount of;

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

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

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

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

3. INSPECTION AND AUDIT

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

4. INDEPENDENT CONTRACTOR

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

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

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

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

5. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other

circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

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

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

6. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until November 1, 2017, unless sooner terminated by either party as provided below.

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

7. OWNERSHIP OF WORK PRODUCT

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

8. GENERAL ADMINISTRATION AND MANAGEMENT

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

B. In the event that the Consultant and the City are both negligent, then the Consultant's liability for indemnification of the City shall be limited to the contributory negligence for any

resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Consultant, its officers, employees and agents.

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

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

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

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

10. INSURANCE

Consultant shall maintain insurance as follows:

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

11. SUBLETTING OR ASSIGNING CONTRACT

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

12. EXTENT OF AGREEMENT/MODIFICATION

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

13. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be

affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

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

14. FAIR MEANING

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

15. NON-WAIVER

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

16. NOTICES

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

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

To the Consultant: Parametrix, Inc.
 Jon Piccone, P.E., Project Manager
 4660 Kitsap Way, Suite A
 Bremerton, WA 98312

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

17. SURVIVAL

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

18. GOVERNING LAW

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

19. VENUE

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

20. COUNTERPARTS

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

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

PARAMETRIX, INC.

CITY OF BAINBRIDGE ISLAND

By: _____

By: _____
Douglas Schulze, City Manager

Name: John Piccone, PE

Title: Project Manager

Tax I.D. # _____

City _____ Bus. _____ Lic. _____ # _____

EXHIBIT A

[Insert Parametrix Attachments]

EXHIBIT B

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

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

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

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

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

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

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

Exhibit A

PROPOSED SCOPE OF WORK

City of Bainbridge Island Rockaway Beach Road Drainage Improvements Project Design Services

The City of Bainbridge Island (City) intends to replace an existing 12-inch stormwater outfall in the vicinity of 5342 Rockaway Beach Road on Bainbridge Island, Washington. The existing conveyance system consists of two inlets (CB-1 and CB-2 shown on Exhibit D) which carry stormwater from the ditch along Rockaway Beach Road to the shoreline. The outfall pipe between the two catch basins and the shoreline is a 12-inch reinforced concrete pipe (RCP) that is considerably deteriorated as a result of large tree roots. The approximate drainage basin feeding into the ditch and general location of the existing utility easement are also shown in Exhibit D for reference.

The new conveyance system will consist of one or two new catch basins in the same general location as the existing CB-1 and CB-2, as well as a new outfall pipe to the shoreline. The new outfall is expected to be no larger than 12 inches and constructed of high density polyethylene (HDPE).

The following scope of work outlines Parametrix's (Consultant) effort to provide engineering services for this project.

Key Assumptions

The key assumptions for this project include:

- This scope of work includes a task to study alternatives and further develop the ultimate project design approach; as such Attachment A – Budget is included herewith and indicates the hourly level of effort expected by the Consultant to accomplish the alternative study and follow-on design work.
- This scope of work includes tasks through 90% design, professional services to provide stamped bid-ready plans, and assistance with bidding; and construction administration will be through amendment as needed and desired by the City. The tasks described herein are expected to proceed as outlined on Attachment A – Schedule.
- The drainage basin used to size the new outfall will be approximately as shown on Attachment A – Contributing Basin. Based on conversations with the City's Project Manager, no additional area will contribute to the runoff and no new development is expected within the basin shown.
- This scope of services does not include design work associated with stormwater conveyance over Bill Point Bluff, excavation into Bill Point Bluff, or conveyance along Rockaway Beach Road. Replacement of the existing CB-1 is anticipated and will be the furthest upstream point of the design.
- Specifications and design standards for this project will be in WSDOT format based on the 2014 WSDOT Standard Specifications.
- No work outside the City right-of-way and existing utility easement is anticipated in this scope.
- Consultant will not provide any environmental permitting for this project. All required environmental permitting will be completed by the City with minor assistance from the Consultant as described below.

PHASE 1 – PROJECT MANAGEMENT

Task 1 – Project Start-Up

Objectives

The objectives of this task include:

- The Consultant Project Manager will prepare for and attend up to two meetings with the City, in addition to those meetings indicated elsewhere in this scope, for project management related agendas.
- Prepare a project scope, schedule, and budget for the project based on the Request for Qualifications (RFQ) and scoping meetings with the City.
- Develop project controls to track the scope of work, budget, and schedule.

Assumptions

A notice to proceed is anticipated to occur the week of October 6, 2015.

Deliverables

The deliverable for this task is a Gantt-chart-style schedule outlining the work breakdown structure and various design tasks currently under contract.

Task 2 – Project Administration and Coordination

Objectives

The objectives of this task include:

- Maintain project controls to track the scope of work, budget, and schedule.
- Conduct internal progress meetings to coordinate design issues.
- Coordinate with City staff to keep all parties updated on the progress of the project and proactively identify issues that need to be addressed.
- Prepare monthly invoices and progress reports.

Assumptions

Assumptions to complete this task are:

- The total duration of project administration for tasks in this scope of work will be as shown in Attachment A – Schedule.
- Monthly progress reports will be submitted with project billings. The Consultant will only submit progress reports and billings when the total due to the Consultant is at least \$1,000 or when the amount due is a fiscal year end or final billing.

Deliverables

The deliverables for this task are monthly billing and progress reports.

PHASE 2 – SITE ASSESSMENT

Task 1 – Preliminary Site Visit

Objectives

The objective of this task is to prepare for and attend up to one on-site meeting to gather site specific information necessary to complete a thorough design alternative analysis as describe in Phase 3 below.

Assumptions

Reasonable access to the private residences on either side of the existing utility easement can be scheduled within 5 days' notice to the landowners.

Deliverables

No deliverables are associated with this task. Information gathered from this task will be incorporated in the project design.

Task 2 – Existing Utilities and Easements

Objectives

The objectives of this task include:

- Review available documentation and available as-builts for all public utilities along Rockaway Beach Road and within the utility easement to the shore.
- Review the existing utility easement to gain specific understanding of the meets and bounds.

Assumptions

All available documentation, as-builts, and easements will be provided by the City.

Deliverables

No deliverables are associated with this task. Information gathered from this task will be incorporated in the project design.

Task 3 – Topographic Survey

Objectives

Perform topographic survey and prepare base map to support design of the stormwater outfall. Limits of the survey will be a strip of land approximately 20 feet located on 5342 Rockaway Beach Road extending from the easterly limits of Rockaway Beach Road, easterly to a point on the tidelands approximately 30 feet beyond the rock bulkhead. The southerly limits of the strip of land will be approximately 10 feet south of the southern boundary of the parcel for the above-mentioned address. Portions of Rockaway Beach Road will also be surveyed to accommodate design associated with one or two catch basins replacing the existing CB-1 and CB-2.

Assumptions

Assumptions to for this task are:

- Parametrix survey will have unrestricted access to all areas requiring survey.
- Base map will be developed using Parametrix colors, text size/style, and layering standards.
- Subsurface investigation of underground utilities is not included in this scope; survey will include surface utility features and markings from a private locator contracted by the Consultant.
- Right-of-way and boundary determination will be based on field-boundary evidence found on the subject parcel and will be reliant on a survey recorded in Volume 41, page 166 of surveys. If boundary corners are not found, or do not exist, further field investigation may be required to accurately depict boundary lines.

Deliverables

The following deliverables are associated with this task:

- A Base map in AutoCAD Civil 3D format. Mapping coverage will be sufficient to produce 1-foot contour intervals.
- Establish horizontal and vertical control to be relative to NAD 83/91 and NAVD88; control will be set at time of survey but not maintained by Consultant thereafter.

Task 4 – Geotechnical Site Assessment

Objectives

The primary objectives related to Aspect Consulting's (Aspect) work under this task will be investigating the shallow subsurface conditions in the project area, characterizing the landslide hazard(s) present, and developing geotechnical engineering design criteria and construction considerations in support of the proposed project. The project is located within identified geologically hazardous areas (critical areas) and associated buffers. Aspect's scope of work will include a site visit to complete a geotechnical reconnaissance of the project area. Aspect will also provide design support to the project team through input and review of the plans and specifications.

Assumptions

Assumptions for this task are:

- Reasonable access to the private residences on either side of the existing utility easement can be scheduled within 5 days' notice to the landowners.
- The scope of services does not include machine boring; the site investigation will be limited to a single work day and will include multiple shallow hand-auger borings to characterize the shallow subsurface conditions in the project area.

Deliverables

A geotechnical engineering report prepared to the standards of a critical area report as required by Section B-9 of the City of Bainbridge Island Shoreline Master Program (SMP).

PHASE 3 – DESIGN ALTERNATIVE ANALYSIS

Task 1 – Design Concept Development

Objectives

The objectives of this task include:

- Analyze information gathered during Phase 2 of this scope to help develop design parameters and constraints.
- Prepare for and attend up to one meeting with the City to discuss potential design alternative and confirm goals and objectives.

Assumptions

Project design shall conform to the direct discharge specifications for stormwater management and not be subject to criterion of release and treatment criterion under the exemption. The outfall termination is expected to be at the beach headwall and designed in accordance with BIMC 16.12.030 B.5.c(A) to have the following design criteria:

- (1) A continuous heat welded high density polyethylene (HDPE) pipe; and
- (2) Devices to keep the pipe stationary and set off bank; and
- (3) An energy dissipation pad or water dissipater installed at the end of the pipe. The dissipation pad shall extend the minimum distance necessary to protect the beach substrate.

Deliverables

No deliverables are associated with this task. Information gathered from this task will be incorporated in the project design.

Task 2 – Landowner Impacts Discussion

Objectives

The objective of this task is to prepare for and attend up to one meeting with the City and affected landowners to ensure all concerns are addressed in the conceptual design and all residential stakeholders are in agreement with the City's preferred design alternative.

Assumptions

It is assumed that affected landowners will participate in this meeting; which may be of an informal nature and located at the private residence if so desired.

Deliverables

No deliverables are associated with this task. Information gathered from this task will be incorporated in the project design.

Task 3 – Alternatives Analysis Report

Objectives

The Consultant will prepare a brief Alternatives Analysis report generally describing 2 to 3 potential design alternatives that includes the following key elements:

- A brief discussion of alternatives considered.
- A rough order of magnitude cost estimate for each alternative that may meet the City's construction budget.
- A recommendation of the preferred alternative.

Assumptions

- Design concepts will not exceed a 10% design level of effort.
- Task 3, 4, 5, and 6 of this scope assume a design level of effort associated with a construction budget of approximately \$150,000.

Deliverables

An Alternatives Analysis Report with up to 2 pages per alternative as needed.

PHASE 4 – PERMITTING ASSISTANCE

Task 1 – Application Technical Assistance

Objectives

The objective of this task is to provide up to 30 Consultant hours total to assist the City with technical documentation needed in their permit application process including a complete site specific analysis report.

Assumptions

The assumptions for this task include:

- The appropriate City official will coordinate, draft, sign, and submit all necessary permit applications.
- Any necessary cultural resources assistance that may become required or requested of the Consultant will be through a separate addendum to this scope of work.
- The Consultant assumes that the proposed actions meet the exemption requirement of 16.12.060 B.3.e Critical Areas, BIMC whereas, "Normal and routine maintenance or repair of existing utility structures within a right-of-way or existing utility corridor or easements, including the cutting, removal and/or mowing of vegetation."
- If required, a vegetation management plan will be completed by the City.

Deliverables

Deliverables for this task will include a site specific analysis report and other documentation on an as-needed basis not to exceed a maximum effort of 30 Consultant hours.

PHASE 5 – PRELIMINARY DESIGN (60%)

Task 1 – 60% Plan Sheets

Objectives

The Consultant will prepare 60% plan sheets to properly describe the work associated with a single alternative selected as a result of the Phase 3 scope of services.

Assumptions

The following assumptions apply to this scope of work:

- City comments made on the 60% submittal will be addressed under the 90% Design task.
- The City will provide title blocks, typical cover sheet, and abbreviation and symbol sheet in AutoCAD format; Consultant may modify abbreviations and symbols to match the Parametrix survey standards as needed.
- An erosion control plan sheet is not included in this task; basic requirements will be addressed through the general notes sheet.
- Up to six plan sheets are anticipated for this task, which include:
 - Title Sheet.
 - Abbreviations, Symbols, and General Notes.
 - Existing Conditions, Survey Control, and Demolition.
 - Plan and Profile of the Outfall including Inlet Structures.
 - One to two Detail Sheets as needed.

Deliverables

- 60% Plans – Three (3) copies of 11x17 preliminary design plan sheets as described above and a single electronic PDF file for review and comment by the City.

Task 2 – 60% Draft Technical Specifications

Objectives

The Consultant will prepare draft Special Provisions, WSDOT Divisions 2 through 9, for the project.

Assumptions

The following assumptions apply to this task:

- Special provisions will be provided in the Parametrix standard format.
- The City will provide all Division 1 provisions, any necessary boilerplate documents, and assemble the final specifications package.

Deliverables

60% Special Provisions Divisions 2 through 9 – Three (3) 8.5x11 hard copies and an electronic PDF file for review and comment by the City.

Task 3 – 60% Construction Cost Estimate

Objectives

The Consultant will provide a 60% level cost estimate for the chosen alternative; line items and quantities will be arranged on the estimate in a format recommended for the bid table.

Assumptions

Readily available bid tabs from previous City projects will be provided by the City for reference.

Deliverables

A preliminary (30% contingency line item) Engineer's Estimate in hard copy and PDF formats. The estimate will include subtotals for each anticipated bid item.

Task 4 – 60% Client Plan Review

Objectives

The objective of this task is to prepare for and attend up to one meeting with the City to discuss the elements of the 60% plan package and any comments resulting from the City's review.

Deliverables

No deliverables are associated with this task.

PHASE 6 – FINAL DESIGN (90%)

Task 1 – 90% Plan Sheets

Objectives

The Consultant will prepare 90% plan sheets to properly describe the work associated with the single alternative selected as a result of the Phase 3 scope of services and incorporate any City comments resulting from the 60% submittal.

Assumptions

The following assumptions apply to this scope of work:

- An erosion control plan sheet is not included in this task; basic requirements will be addressed through the general notes sheet.
- Up to six plan sheets are anticipated for this task, which include:
 - Title Sheet.
 - Abbreviations, Symbols, and General Notes.

- Existing Conditions, Survey Control, and Demolition.
- Plan and Profile of the Outfall including Inlet Structures.
- One to two Detail Sheets as needed
- Bid Ready stamped documents will be provided under subsequent addendum if authorized.

Deliverables

- 90% Plans – Three (3) copies of 11x17 final design plan sheets as described above and a single electronic PDF file for review and comment by the City.

Task 2 – 90% Final Draft Specifications

Objectives

The Consultant will prepare the final draft (not for construction) Special Provisions, WSDOT Divisions 2 through 9, for the project.

Assumptions

The following assumptions apply to this task:

- Special provisions will be provided in the Parametrix standard format.
- Bid Ready stamped documents will be provided under subsequent addendum if authorized.
- The City will provide all Division 1 provisions, any necessary boilerplate documents, and assemble the final specifications package.

Deliverables

Final draft Special Provisions Divisions 2 through 9 – Three (3) 8.5x11 hard copies and an electronic PDF file for review and comment by the City.

Task 3 – Final Construction Cost Estimate

Objectives

The Consultant will provide a 90% level cost estimate for the chosen alternative; line items and quantities will be arranged on the estimate in a format recommended for the bid table.

Deliverables

- A final (20% contingency line item) Engineer's Estimate in hard copy and PDF formats. The estimate will include subtotals for each anticipated bid item.

Task 4 – 90% Client Plan Review

Objectives

The objective of this task is to prepare for and attend up to one meeting with the City to discuss the elements of the 90% plan package and any comments resulting from the City's review.

Assumptions

Any comments made on the 90% submittal will be addressed prior to issuing 100% stamped bid documents if/when authorized.

Deliverables

No deliverables are associated with this task.

Rockaway Beach Road Drainage Improvements Project

Attachment A - Budget

Burdened Rates:		Labor Dollars		Labor Hours		Project Manager	Design Lead	Designer	Sr Admin Assistant	Survey Supervisor	Surveyor	Permit Specialist	Sr Planner	Landscaping Architect	Project Accountant
Phase	Task	Description	Labor Dollars	Labor Hours		John Piccone	Rick Hermes	Kathleen Taylor	Melody Wray	Robert Pusey	Jay Munro	Robbyn Myers &	Jens Swenson		Shari Morgan
						\$195.33	\$215.00	\$145.28	\$71.34	\$159.38	\$104.00	\$150.00	\$146.77		\$104.00
01		Project Management	\$9,623.01	67		32	1		24	1		1			8
01	01	Project Start Up	\$2,317.97	13		8	1			1		1			2
01	02	Project Admin & Coordination	\$7,305.04	54		24			24						6
02		Site Assessment	\$6,717.26	44		10	4	2		8	20				
02	01	Preliminary Site Visit	\$609.43	3		3									
02	02	Existing Utilities and Easement	\$1,259.77	6		4	2								
02	03	Survey	\$3,994.57	31		1		2		8	20				
02	04	Geotech & Coordination	\$853.49	4		2	2								
03		Design Alternative Analysis	\$5,597.37	32		15	6	2	6			1	2		
03	01	Design Concept Development	\$2,350.94	12		6	3					1	2		
03	02	Landowner Impacts Discussion	\$609.43	3		3									
03	03	Alternatives Analysis Report	\$2,637.00	17		6	3	2	6						
04		Permitting Assistance	\$5,235.90	30		12		2				16			
04	03	Application Assistance	\$5,235.90	30		12		2				16			
05		Preliminary Design	\$11,199.33	62		9	23	24	4				2		
05	01	60% Plan Sheets	\$8,321.64	46		4	16	24					2		
05	02	Draft Technical Specifications	\$1,191.17	8			4		4						
05	03	60% Const. Cost Estimate	\$650.34	3		1	2								
05	04	60% Client Plan Review	\$1,036.17	5		4	1								
06		Final Design	\$6,164.36	37		9	11	8	9						
06	01	90% Plan Sheets	\$2,915.70	16		4	4	8							
06	02	90% Technical Specifications	\$1,691.09	13		1	4		8						
06	03	Final Cost Estimate	\$447.20	2			2								
06	04	90% Client Plan Review	\$1,110.37	6		4	1		1						
Labor Totals:			\$44,537.23	272		87	45	38	43	9	20	18	4		8
Subconsultant Total:			\$4,427.50												
Expense Total:			\$343.20												
Total:			\$49,307.93												

City of Bainbridge Island City Council Agenda Bill



PROCESS INFORMATION

Subject: 7:25 PM Deep Culvert Assessment Study, Professional Services Agreement, AB 15-182 – Public Works	Date: 10/6/2015
Agenda Item: STAFF INTENSIVE	Bill No.: 15-182
Proposed By: Public Works Director Barry Loveless	Referrals(s):

BUDGET INFORMATION

Department: Public Works	Fund: 2015 Budget Deep Culvert Preservation Assessment	
Expenditure Req: \$75,000.00	Budgeted? Yes	Budget Amend. Req? No

REFERRALS/REVIEW

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

DESCRIPTION/BACKGROUND

Action Item:

Consider placement of the Deep Culvert Assessment Study Professional Services Agreement on the October 27, 2015 City Council consent agenda.

Background:

The Deep Culvert Assessment study is to evaluate the condition of and study options such as repair and/or replacement alternatives for culverts in deep fill sections Island-wide. Many culverts in deep fill sections were originally constructed in the 1960's and 1970's using concrete pipe or corrugated metal pipe. These culverts are now coming to the end of their service life and may be in need of repairs and/or replacement. The City has identified thirteen (13) culverts that are recommended for evaluation. Refer to the attached map and culvert list.

The City solicited statements of qualifications from the Consultant Roster and Reid Middleton, Inc. was selected as the most qualified consultant to design the project. See attached agreement and scope of work for further details

RECOMMENDED ACTION/MOTION

Motion:

I move that the City Council forward the Deep Culvert Assessment Study Professional Services Agreement with Reid Middleton, Inc. in the amount of \$75,000 to the October 27, 2015 City Council consent agenda.

ATTACHMENTS:

Description		Type
▣	Reid Middleton PSA	Backup Material
▣	Deep Culvert Map	Backup Material
▣	Deep Culvert List	Backup Material

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "Agreement") is entered into as of the date written below between the City of Bainbridge Island, a Washington state municipal corporation (the "City") and Reid Middleton, Inc., a Washington corporation (the "Consultant").

WHEREAS, the City desires to procure professional engineering services and geological and biological review of thirteen concrete and corrugated metal culverts that are 40 to 60 years old and approaching the end of their service life for the Island-Wide Deep Culvert Assessment (CIP #00717); and

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

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

1. SERVICES BY CONSULTANT

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

2. PAYMENT

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

☒ [X] In accordance with Exhibits A through E, but not more than a total of Seventy-Five Thousand Dollars (\$75,000.00);

☐ [] Fixed Sum: a total amount of;

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

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

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

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

3. INSPECTION AND AUDIT

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

4. INDEPENDENT CONTRACTOR

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

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

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

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

5. DISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

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

6. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until February 1, 2017, unless sooner terminated by either party as provided below.

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

7. OWNERSHIP OF WORK PRODUCT

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

8. GENERAL ADMINISTRATION AND MANAGEMENT

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

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

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

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

10. INSURANCE

Consultant shall maintain insurance as follows:

- ☒ Commercial General Liability as described in Exhibit F.
- ☒ Professional Liability as described in Exhibit F.
- ☒ Automobile Liability as described in Exhibit F.
- ☐ None.

11. SUBLETTING OR ASSIGNING CONTRACT

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

12. EXTENT OF AGREEMENT/MODIFICATION

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

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

13. SEVERABILITY

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

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

14. FAIR MEANING

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

15. NON-WAIVER

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

16. NOTICES

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

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

To the Consultant: Reid Middleton, Inc.
 Julian Dodge, P.E., Senior Engineer
 728 134th, St. SW, Suite 200
 Everett, WA 98204

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

17. SURVIVAL

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

18. GOVERNING LAW

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

19. VENUE

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

20. COUNTERPARTS

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

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

REID MIDDLETON, INC.

CITY OF BAINBRIDGE ISLAND

By:  _____

By: _____
Douglas Schulze, City Manager

Name: Julian Dodge, P.E.

Title: Senior Engineer

Tax I.D. # 91-0714387

City Bus. Lic. # 024030

Reid Middleton, Inc.
Exhibit "A" Schedule of Charges
Effective July 1, 2015 through June 30, 2016
City of Bainbridge Island

I. Personnel	Hourly Rate
Principal	\$ 195.00 - \$ 240.00
Principal Engineer/Principal Planner/Principal Surveyor.....	\$ 195.00 - \$ 205.00
Senior Engineer/Senior Planner/Senior Surveyor.....	\$ 170.00 - \$ 190.00
Project Engineer/Project Designer/Project Surveyor/Project Planner	\$ 120.00 - \$ 160.00
Design Engineer/Designer II/Design Technician/Survey Crew Chief/ Technical Writer II/ Graphic Designer II	\$ 105.00 - \$ 125.00
Designer I/Planner/CAD Technician II	\$ 100.00 - \$ 110.00
Project Administrator	\$ 95.00 - \$ 105.00
CAD Technician I/Survey Technician/Technician/Technical Writer I	\$ 70.00 - \$ 100.00

Survey Crew (2 Person/RTK/Robotic)..... \$ 170.00
Survey Crew (3 Person/GPS)..... \$ 260.00

Expert Witness/Forensic Engineering..... 1.5 times usual hourly rate (4 hour minimum)

Individuals not in the regular employ of Reid Middleton may occasionally be engaged to meet specific project requirements. Charges for such personnel will be comparable to charges for regular Reid Middleton personnel.

A premium may be charged if project requirements make overtime work necessary.

II. Equipment	Rate
Design Software/Computer Aided Drafting	\$ 12.00/hour

III. Reimbursable Expenses	
Local Mileage - Automobile	\$ 0.65/mile
Local Mileage - Survey Truck	\$ 0.65/mile

Expenses that are directly attributable to the project are invoiced at cost plus 10%. These expenses include, but are not limited to, subconsultant or subcontractor services, travel and subsistence, communications, couriers, postage, fees and permits, document reproduction, special instrumentation and field equipment rental, premiums for additional insurance where required, special supplies, and other costs directly applicable to the project.

A new schedule of charges is issued and becomes effective July 1 each year. Charges for all work, including continuing projects initiated in prior years, will be based on the latest schedule of charges.

IV. Client Advances

Unless the parties agree otherwise in writing, charges for the following items shall be paid by the client directly, shall not be the responsibility of Reid Middleton, and shall be in addition to any fee stipulated in the agreement: government fees, including permit and review fees; soils testing fees and costs; charges for aerial photography; and charges for monuments. If Reid Middleton determines, in its discretion, to advance any of these costs in the interest of the project, the amount of the advance, plus a fifteen percent administrative fee, shall be paid by the client upon presentation of an invoice therefore.

Exhibit "B"
Reid Middleton, Inc.
SCOPE OF SERVICES
Engineering Services

City of Bainbridge Island
Island-wide Deep Culvert Assessment

Reid Middleton will provide the following engineering services:

A. PROJECT UNDERSTANDING

Reid Middleton will be the prime consultant and Civil Engineer. GeoEngineers will provide fish biology, stream evaluation, and Geotechnical services, as shown in Exhibit C.

Culverts #1 through #7 will be the highest priority culverts. For these high priority culverts we will perform stream simulation, concept designs, and required field work.

1. Miller road @ Manzanita Creek #6/17
2. Eagle Harbor Drive @ Cougar Creek #10/10
3. Eagle Harbor Drive @ McDonald Creek #10/17
4. Eagle Harbor Drive @ Whiskey Creek #10/78
5. Eagle Harbor Drive @ Creosote Creek #10/74
6. Foster Road @ Foster Creek #7/45
7. Baker Hill Road @ Lindquist Creek # 9/26

Culverts #8 through #13 we will perform a visual inspection, maintenance recommendations, evaluation of their life expectancy, and a rough cost estimate for replacement based on higher level observations and assumptions.

8. N. Madison @ Murden Creek #4/48.
9. Winslow Way at Ravine Creek #10/78
10. New Sweden @ Wiskey Creek
11. Baker Hill @ Crystal Springs Creek #9/31
12. Baker Hill Road @ Lindquist Creek 7/27
13. New Brooklyn @ Woodward Creek #6/25

B. INITIAL PROJECT PREPARATION PHASE

Initial project preparation phase is for the 13 culverts identified during our meeting with the City of Bainbridge Island on September 16, 2015.

1. Research and study applicable design codes and criteria.
2. Review existing maps, site surveys, and reports.
3. Prepare project safety plan.
4. Prepare project access plan.
5. Conference calls with team and City.
6. Prepare project QAQC plan.
7. Prepare for site work.
8. Provide project management and administration for services listed above.

DELIVERABLES

- One copy of safety plan and digital PDF format
- One copy of access plan and digital PDF format
- One copy of QAQC plan and digital PDF format

C. SITE WORK PHASE

1. Site work phase is for the 13 culverts identified during our meeting with the City of Bainbridge Island on September 16, 2015.
 - a. Perform site assessment for 13 culverts identified during our September 16, 2015 meeting with City of Bainbridge.
 - b. Observe and document conditions around culvert including the roadway above, fill over and slopes adjacent to culverts.
 - c. Observe and document culvert conditions including corrosion, erosion, exposed rebar, pipe joints, alignment and sediment/debris.
 - d. Determine relative elevations of inverts, streambed (thalweg), and road above. Number of elevations will be limited and accuracy is for preliminary concept design for budgeting purposes only and not stamped by a Professional Land Surveyor (PLS). Data collected will not be of sufficient accuracy for use in construction documents.
 - e. Measure stream bank-full widths at up to three locations upstream and downstream of the subject culvert.
 - f. Assess general stream habitat quantity and quality in the vicinity of the culvert.
 - g. Collect geomorphic data relative to sediment size distribution in the native streambed for design purposes.

- h. Coordinate field activities with City at the beginning and end of every site work day.
- i. Perform QA.
- j. Provide project management and administration for services listed above.

DELIVERABLES- none for this phase

D. DATA ANALYSIS/REPORT PHASE

- 1. Data Analysis/Report Phase is for the 13 culverts identified during our meeting with the City of Bainbridge Island on September 16, 2015.
 - a. Additional site work by Biologist or Civil Engineer.
 - b. Management reserve work may include a variety of work depending on the results of the site visits. Work may include the following:
 - (1) Site visit by the project Geotechnical Engineer.
 - (2) Site visit by the project trenchless technology specialist.
 - (3) Perform video inspection by Pipe Experts.
 - (4) Material testing.
 - c. Data conversion of field data collected during the site work phase.
 - d. Summarize habitat conditions surrounding the pipe and general stream reach and determine culvert barrier status.
 - e. Perform culvert Steam Simulation calculations.
 - f. Develop culvert concept designs.
 - g. Analyze construction method and evaluate trenchless technology methods.
 - h. Evaluate maintenance improvements.
 - i. Perform opinion of probable construction cost.
 - j. Employ a culvert priority ranking system. Provide a list of culverts based on priority from the ranking system.
 - k. Prepare a report for the work described above.

- l. Perform QC on all deliverables.
- m. Submit a draft copy of the report for review by the City.
- n. Meet with the City to review the Draft report and discuss the City review comments.
- o. Submit a final report.
- p. Provide project management and administration for services listed above.

DELIVERABLES

- Three copies of the draft report and in digital PDF format
- Three copies of the final report and in digital PDF format

ASSUMPTIONS

1. Notice to Proceed is expected the last week of October 2015, and the draft report will be submitted to the City in February 2016.
2. Topographic survey stamped by a PLS is not included. Elevations and locations provided will be from data provided by the City or approximate field data collected for budgeting purposes. Survey data provided is not of sufficient accuracy to be used for construction documents.
3. Hydrology will not be performed. City provided hydrology data to be used for this assessment.
4. Construction and permitting documents will not be provided. Concept drawings will include drawings for highest priority culverts only.
5. City will provide a right-of-entry form and will contact adjacent property owners for permission to use private property to access the culverts.
6. City will provide maps, GIS data, and previous reports for the culverts. City will provide Conservancy data for the culverts.
7. Geotechnical subsurface investigations and associated report not provided.
8. All work associated with hazardous waste or contaminated soils is excluded (including hazardous materials encountered during demolition).

Exhibit "C"**GeoEngineers, Inc.
SCOPE OF SERVICES
City of Bainbridge Island
Island-wide Deep Culvert Assessment****SCOPE OF SERVICES**

1. Prepare a brief access plan for the thirteen culvert locations. This effort will be coordinated with your staff and Mr. Bruce Oyloe of the City of Bainbridge Island Engineering staff. Access to several of these culverts will require private property owner contact to request permission to access the creek and culvert from their property. Others may require our crew to park on their property. It is understood Mr. Oyloe will provide the primary conduit for private property owner contact. We are prepared to assist with that effort as needed to maintain our planned schedule.
 - a. Deliverable: Brief (no more than 2 pages) of an access plan describing the necessary permissions and contact information for those properties where we will gain access to the stream and culvert locations.
2. Conduct site investigations to collect physical data on stream conditions and culvert integrity. GeoEngineers will provide one staff scientist knowledgeable of stream habitat and culvert assessment protocols to assist with developing conceptual designs for each location. We will provide the necessary equipment to collect site specific (not surveyed) base information of culvert position, slope, general fill conditions, bankfull widths, thalweg, and sediment characteristics. This staff person will work with your assigned engineer in the field effort to complete the necessary data collection to promote concept design development and estimated construction costs. GeoEngineers will also provide senior level oversight of this process to coordinate the data collection and analysis and provide quality assurance.

Following completion of the field data collection and summary compilation, we plan to hold one meeting with Reid Middleton and the City of Bainbridge Island to review the data and discuss the design task. Alternatives, suggestions, and additional data needs will be discussed during this meeting. This meeting may be in person on Bainbridge Island or it may be conducted over a video conference.

- a. Deliverable: Our data will be collected in the field on computer tablets, digital cameras, and traditional notebooks. The electronic data will be downloaded and sorted into active Excel workbooks that will detail culvert slope as well as channel plan, profile, and cross-sectional dimensions of each crossing. This spreadsheet will be provided with full edit capability to allow design calculations to be embedded during the engineering effort performed by Reid Middleton. In addition, our data will be compiled in a .kmz file tied to Google Earth to allow easy overview of the sites, photographs taken at each site, and

summary field notes. Geomorphic data will also be placed in a sediment sizing workbook to derive estimated sediment composition for each location.

3. Provide limited geotechnical assessment as selected culverts as determined by field conditions. Due to budget constraints, detailed geotechnical investigation and subsurface sampling is not possible. Geotechnical engineers will review the field data, photographs and published information to assist with cost estimation and confirm appropriate trenchless technology approaches to culvert replacement.
 - a. Deliverable: Technical memo (or letter report) presenting a summary of geotechnical observations based on limited data and literature. Recommendations for more detailed and necessary geotechnical investigations for each site will be prepared as appropriate. Cost estimates for these investigations will be provided. These text sections will be prepared for each culvert as appropriate such that Reid Middleton may easily clip and paste them into the master document for the project. Electronic and hardcopy documents will be delivered.
4. Prepare draft sections of the technical report. We will prepare draft narrative summaries for each culvert. We will describe the methods used to collect data, data organization, supporting literature references related to stream assessment and culvert replacement will also be included in the text. Data collected will be referenced in an appendix. Representative photographs will also accompany each culvert summary. The summary will also include reference to the previous reports and investigations by WDFW and the Wild Fish Conservancy in 2007 – 2013.
 - a. Deliverable: Text preparations for each culvert with specific reference to stream conditions, relative quantity and quality of upstream and downstream habitat, representative photographs, and tabular data of the summary biological information collected during the field effort. These text sections will be prepared such that Reid Middleton may easily clip and paste them into the master document for the project. Electronic and hardcopy documents will be delivered.
5. Project management and communications. This project will be coordinated fully with Reid Middleton and as directed – with the City of Bainbridge island staff. Deliverables will be checked for quality assurance and completeness, budgets and schedule will be monitored weekly and invoices prepared monthly. Equipment to be used on this project will be serviced, and maintained as needed to perform as planned.
 - a. Deliverable: Timely communications, complete invoices and full coordination of all assigned tasks.

Estimate of Professional Services

EXHIBIT D

726 134th Street SW
Everett, WA 98204
(425) 741-3800
(425) 741-3900 FAX

PROJECT: Culvert Assessment
CLIENT: City of Bainbridge Island
PROJ. NO: 212015.913.035
FILE:

BY: JLD
DATE: 9/24/2015
CHKD BY: MD, WW & AW

Task No.	Description	Principal	Principal Rate	Project Manager	Design Engineer	Tech Writer II	CAD Tech II	Proj Admin	Designer EIT	Survey Crew 2	Survey Crew 3	Total Labor hours	Total Labor Earnings	Computer hrs \$12	Mileage \$	Travel & Misc cost	Subs cost	Total Reimb 15%	Labor & Reimb	Number of Trips and Mtgs
	Hourly Rate:	\$235	\$235	\$200	\$135	\$120	\$105	\$100	\$105	\$170	\$260									
		MW		JLD	Mark	VJ	PH	KB	CL											
	Team coordination			2	2							4	670	0					0	670
	SUBMITTAL PREPARATION											0	0	0					0	0
	Draft				2	2						4	510	0					0	510
	Review Meeting with City, prep. minutes			5	6	1						12	1,930	0		200		230	1,930	230
	Printing											0	0	0					0	0
	SUBMITTAL PREPARATION											0	0	0					0	0
	Final			2	8	4			2			16	2,170	0					0	2,170
	Printing											0	0	0		220		263	253	253
	QC			4								4	800	0				0	800	800
	Subtotal Task 003	0	0	34	105	27	0	1	20	0	0	187	26,415	0	160	420	6,031	7,579	33,994	33,994
	TOTAL HOURS	0	0	43	166	27	0	3	20	0	0	259	36,650	0	560	420	6,031	7,979	44,629	44,629
	SubTotal Cost	0	0	8,600	22,410	3,240	0	300	2,100	0	0		36,650							
	Percent of Total Hours	0%	0%	17%	64%	10%	0%	1%	8%	0%	0%									
Assumptions																				
Hours and rates shown are for estimating purposes only. The actual number of hours charged to the project and personnel used may vary. Hours worked will be billed using the rates, personnel categories, and terms identified in Exhibit A.																				
TOTAL																			44,629	

GEOENGINEERS, INC.

Estimate of Professional Services

EXHIBIT E

600 Stewart St., Suite 1700
Seattle, WA 98121
(206) 239-3220

PROJECT: Island-wide Deep Culvert
Assessment
CLIENT: City of Bainbridge Island
PROJ. NO: 212015.913.035
FILE:

BY: JLD
DATE: 9/24/2015

CHKD BY: WW & AW

Task No.	Description	Principal		Principal Engineer	Sr Engineer	Project Engr	Project Engineer	Total Labor hours	Total Labor Earnings	Computer hrs \$12	Mileage \$	Travel & Misc cost	Subs cost	Total Reimb 15%	Labor & Reimb	Number of Trips and Mtgs
		\$235	\$235	\$200	\$180	\$180	\$120									
001	Project Prep Phase															
	DATA GATHERING AND CODE SEARCH															
	Review existing data, maps, studies							0	0	0				0	0	
	Prepare safety, access plans	1					2	2	240	0				0	240	
	Team conf call coordination	1					1	2	475	0				0	475	
	Conf Call coordination with City	1					1	2	355	0				0	355	
	Job setup, equipment prep						2	2	355	0				0	355	
	Project Management/Administration							2	240	0				0	240	
	Prepare QA/QC plan							0	0	0				0	0	
	Perform QA							0	0	0				0	0	
	Subtotal Task 001	0	3	0	0	0	8	11	1,665	0	0	0	0	0	1,665	
002	Site Work Phase															
	Prep for field work							0	0	0				0	0	
	Site work						2	2	240	0				0	240	
	coordination, team & City						50	50	6,000	0	518			518	6,518	
	equipment repair/data downloads	2					2	4	710	0				0	710	
	Project Management						3	3	360	0				0	360	
	Perform QA							0	0	0				0	0	
	Contract Administration							0	0	0				0	0	
								0	0	0				0	0	
	Subtotal Task 002	0	2	0	0	0	57	59	7,310	0	518	0	0	518	7,828	
003	Data Analysis/Report Phase															
	Additional site work						8	16	2,400	0	207			207	2,607	
	Site work coordination & prep					1	2	4	600	0				0	600	
	Data conversion to report						8	8	960	0				0	960	
	Analysis of habitat/passability						26	30	4,060	0				0	4,060	
	Calculations, Stream Sim	4						0	0	0				0	0	
	Concept Design							0	0	0				0	0	
	Analysis of construction method/trenchless							16	2,880	0				0	2,880	
	Maintenance options							0	0	0				0	0	
	Construction cost							0	0	0				0	0	
	Report narrative	2					20	22	2,870	0				0	2,870	
								0	0	0				0	0	

GEOENGINEERS, INC.										Estimate of Professional Services										EXHIBIT E									
600 Stewart St., Suite 1700 Seattle, WA 98121 (206) 239-3220										PROJECT: Island-wide Deep Culvert Assessment City of Bainbridge Island 212015.913.035 FILE:										BY: JLD DATE: 9/24/2015 CHKD BY: WW & AW									
Task No.	Description	Principal		Principal	Sr Engineer	Project Engr	Project Engineer	Total Labor hours	Total Labor Earnings	Computer hrs	Mileage	Travel & Misc cost	Subs cost	Total Reimb 15%	Labor & Reimb	Number of Trips and Mtgs													
		\$235	\$235														\$200	\$180	\$180	\$120									
	PROJECT MANAGEMENT																												
	contract administration							0	0	0					0	0													
	QC		3					0	0	0					0	0													
	Team coordination		1				2	3	705	0					705	0													
	SUBMITTAL PREPARATION							0	475	0					475	0													
	Draft							0	0	0					0	0													
	Review Meeting with City, prep, minutes		5				5	0	0	0					0	0													
	Printing							0	1,775	0					1,775	0													
	SUBMITTAL PREPARATION							0	0	0					0	0													
	Final		1				4	0	715	0					715	0													
	Printing							0	0	0					0	0													
	QC		2					2	470	0					470	0													
	Subtotal Task 003	0	18	0	17	9	75	119	17,910	0	207	0	0	207	18,117	0													
	TOTAL HOURS	0	23	0	17	9	140	189	26,885	0	725	0	0	725	27,610	0													
	SubTotal Cost	0	5,405	0	3,060	1,620	16,800		26,885																				
	Percent of Total Hours	0%	12%	0%	9%	5%	74%																						
Assumptions																													
Hours and rates shown are for estimating purposes only. The actual number of hours charged to the project and personnel used may vary. Hours worked will be billed using the rates and personnel categories.																													
										RM Mark up 10%							2,761												
										TOTAL							30,371												

EXHIBIT F

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

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

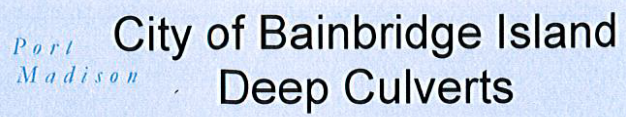
B. Commercial General Liability Insurance written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to blanket contractual;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

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

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

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

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



Deep Culvert List:

- 1) Miller Road @Manzanita Creek #6/17
- 2) Eagle Harbor Drive @ Cougar Creek #10/10
- 3) Eagle Harbor Drive @ McDonald Creek #10/17
- 4) Eagle Harbor Drive @ Whiskey Creek #10/78
- 5) Eagle Harbor Drive @ Creosote Creek #10/74
- 6) Foster Road @ Foster Creek#7/45
- 7) Baker Hill Road @ Lindquist Creek # 9/26
- 8) N. Madison @ Murden Creek #4/48.
- 9) Winslow Way at Ravine Creek #10/78
- 10) New Sweden @ Whiskey Creek
- 11) Baker Hill @ Crystal Springs Creek #9/31
- 12) Baker Hill Road @ Lindquist Creek7/27
- 13) New Brooklyn @ Woodward Creek #6/25

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: 7:35 PM Ordinance No. 2015-20, Update to Storm and Surface Water Management Code, Bainbridge Island Municipal Code Chapter 13.24, AB 15-151 – Public Works	Date: 10/6/2015
Agenda Item: STAFF INTENSIVE	Bill No.: 15-151
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: Yes	Finance: Yes

DESCRIPTION/BACKGROUND

Action Item:

Consider first reading of Ordinance No. 2015-20 amending Bainbridge Island Municipal Code Chapter 13.24 and forward to the October 27, 2015 City Council meeting for second reading.

Background:

The proposed amendments to the Storm and Surface Waters Chapter of the Bainbridge Island Municipal Code are intended to codify the changes to the utility as previously proposed by the Utility Advisory Committee (UAC) and accepted by the City Council at their June 9, 2015 City Council meeting.

RECOMMENDED ACTION/MOTION

Motion:

I move that the City Council forward Ordinance No. 2015-20 for second reading at the October 27 2015 City Council meeting.

ATTACHMENTS:

Description	Type
□ Ordinance No. 2015-20	Ordinance

ORDINANCE NO. 2015-20

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to the City's storm and surface water regulations and fees; repealing the existing Chapter 13.24, Storm and Surface Waters, in its entirety and adopting a new Chapter 13.24, Surface and Storm Water Utility.

WHEREAS, Chapter 13.24 of the Bainbridge Island Municipal Code (BIMC) provides regulations relating to the collection of fees for the City's Storm and Surface Water utility; and

WHEREAS, the last surface water plan was adopted in 1985. The plan and Chapter 13.24 BIMC are in need of clarification and an update to bring them in line with current best practices; and

WHEREAS, the City desires to address issues relating to the utility function not previously addressed in the Bainbridge Island Municipal Code; and

WHEREAS, on June 9, 2015, City Council accepted the Utility Advisory Committee's recommendations on the Storm and Surface Water Utility and directed staff to update Chapter 13.24 BIMC; now, therefore,

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

Section 1. Chapter 13.24 of the Bainbridge Island Municipal Code, Storm and Surface Waters, is hereby repealed in its entirety.

Section 2. A new Chapter 13.24 of the Bainbridge Island Municipal Code, Surface and Storm Water Utility, is hereby adopted to read as follows:

Chapter 13.24 SURFACE AND STORM WATER UTILITY

Sections:

- 13.24.010 Purpose.
- 13.24.020 Utility established.
- 13.24.030 Jurisdiction.
- 13.24.040 Transfer of Property.

- 13.24.050 Definitions.
- 13.24.060 Surface and Storm Water Utility Fund.
- 13.24.070 Utility rate policy.
- 13.24.080 Powers and authority.
- 13.24.090 Fee imposed.
- 13.24.100 Automatic annual fee adjustment.
- 13.24.110 Utility service charge calculation.
- 13.24.120 Undeveloped real property.
- 13.24.130 Service charges.
- 13.24.131 Rate Reductions.
- 13.24.132 Property exempt from service charges.
- 13.24.140 Billing and payment.
- 13.24.150 Service charge adjustments and appeals.
- 13.24.160 Remedies-termination of water service.
- 13.24.170 Lien for service.
- 13.24.180 Inspections-Right of Entry.

13.24.010 Purpose.

It is the purpose of this chapter to provide for revenue for the city's surface and storm water management program to plan, manage, design, construct, revise, maintain, use and carry out activities related thereto. This chapter provides these revenues by fixing rates and charges pursuant to RCW 36.89.080 for the furnishing of service to those served or receiving benefits, or to be served or to receive benefits from any drainage facility, or contributing to surface water runoff within the city. This authority is being invoked to minimize property damage, promote and protect the public health, safety and welfare, minimize water quality degradation by preventing siltation, contamination and erosion of the city's waterways, protect aquifers, ensure the safety of city roads and rights-of-way, assure compliance with federal and state regulations, surface water management, and water quality regulations and legislation, increase educational and recreational opportunities, encourage the preservation of natural drainage systems, and foster other beneficial public uses.

13.24.020 Utility established.

A surface and storm water utility was created and established by Ordinance No. 86-27, passed on July 16, 1986. The utility is administered under direction of the city manager or designee.

13.24.030 Jurisdiction.

The city has jurisdiction over all surface and storm water facilities within the city. No modifications or additions shall be made to the city's surface and storm water facilities without the prior approval of the city.

The requirements of this chapter apply to all parcels of real property within incorporated Bainbridge Island, including public and private property.

13.24.040 Transfer of property.

All properties, property rights and interests of every kind or nature owned or held by the city, however acquired, insofar as they relate to or concern storm or surface water sewage have been transferred to the surface and storm water utility, including by way of example and not limitation, all properties, rights and interests acquired by adverse possession or by prescription in and to the drainage and storage of storm or surface waters over and under lands, watercourses, streams, ponds and sloughs to the full extent of inundation caused by the largest storm or flood condition.

13.24.050 Definitions.

The following words when used in this chapter shall have the following meanings, unless the context clearly indicates otherwise:

A. "Agricultural land" means land primarily devoted to agricultural operations.

B. "Agricultural operation" means any facility or activity for the production or intent of production for commercial or family use purposes of dairy, apiary, livestock, camelids, ratites, vegetable or animal products, and crop products including, but not limited to, ornamental crops. Incidental vegetable gardening, landscaping and keeping common pets are not defined as agriculture.

C. "Commercial use" means the providing of goods or services for compensation.

D. "Developed" shall mean that condition of real property altered from its natural state by the addition to or construction on such property of impervious ground cover or other manmade physical improvements (such as clearing or grading) such that the hydrology of the property or portion thereof is affected.

E. "Impervious ground cover" shall mean those hard surfaces which either prevent or impede the entry of water into the soil in the manner that such water entered the soil under natural conditions preexistent to development, or which cause water to run off the surface in greater quantities or at an increased rate of flow than that present under natural conditions preexistent to development, including, without limitation, such surfaces as rooftops, greenhouses, asphalt or concrete sidewalks, paving, unnamed ways-of-travel, driveways and parking lots, walkways, artificial turf

playing fields, patio areas, storage areas, and gravel, oiled macadam or other surfaces which similarly affect the natural infiltration or runoff patterns that existed prior to development.

Lawns, pastures, agricultural land, and landscaped areas, including playgrounds with soft ground cover are not impervious ground cover. Permeable pavement areas that have been designed to completely infiltrate water applied to the surface, as documented in a drainage report submitted and approved for the developed property, are not impervious ground cover.

F. “Impervious surface unit (ISU)” shall mean the average estimated amount of impervious ground cover on a single-family residential parcel. For the purposes of calculating the service charges in BIMC 13.24.130, an ISU shall be defined as 3,000 square feet of impervious ground cover and is the unit of measurement used by the utility in assessing service charges.

G. “Landscaped Areas” shall mean those areas of any property type that are planted with trees, shrubs, or other vegetation, including the soil or bedding material areas associated with the plantings.

H. “Low intensity development” shall mean any development, excluding single family or duplex, that creates or utilizes less than fifteen percent (15%) impervious ground cover on a parcel.

I. “Multifamily” shall mean any residential structure designed for occupancy by multiple family households in rented or leased apartments or individually-owned condominiums.

J. “Non-residential property” shall mean all property developed for municipal, commercial, retail, industrial, manufacturing, maintenance, utility, recreation, agriculture, park, school, marina, religious, convalescent center, or any other private or public purposes.

K. “Service charge” shall mean the monthly fee levied by the utility.

L. “Structure” means any manmade assemblage of materials extending above or below the surface of the earth and affixed or attached thereto.

M. “Undeveloped” shall mean that condition of real property unaltered by construction on, or addition to, such property of impervious ground cover or physical manmade improvements of any kind that change the hydrology of the property from its natural state.

N. “Utility” means the surface and storm water utility established by Ordinance No. 86-27, passed on July 16, 1986.

O. “Way-of-Travel” means a roadway of whatever sort, including but not limited to, avenues, boulevards, circles, courts, roads, drives, lanes, loops, places, tracts and ways, which is capable of carrying vehicular traffic.

13.24.060 Surface and Storm Water Utility fund.

There is hereby designated a surface and storm water utility fund into which all revenues, charges, grants, fees, and revenue from other sources shall be deposited and from which all expenditures related to the city's surface and storm water utility shall be paid. This fund shall be kept in the manner prescribed by state law and city policy as to accounting and reporting procedures and requirements.

The surface and storm water utility shall be accounted for as a separate enterprise fund of the city and all annual utility service charges shall be used solely for surface and storm water utility purposes, as those purposes are determined from time to time by the city manager or his or her designee, including, without limitation, compliance with requirements of the city's NPDES Phase II Municipal Stormwater Permit, carrying out of applicable portions of the city's surface and storm water management plan (SWMP) and oversight and administration of certain functions and requirements described in chapters 15.20, 15.21 and 15.22 BIMC. The city council shall set the utility's ISU rate at a level sufficient to fund the capital projects, accumulation of reserves, infrastructure maintenance, debt service and operating expenses (including, without limitation, intergovernmental transfers and state and local taxes) of the utility.

13.24.070 Utility rate policy.

The charges for utility services shall be as set forth in this chapter and shall be adequate, except in cases of emergency, to provide for administration, engineering and legal expenses, system operations and maintenance expenses; debt service requirements; funding of reserve accounts; and system improvement projects. The rate structure for establishing the amount of service charges assessed against each parcel of developed real property within the boundaries of the utility shall be based upon the amount of impervious ground cover contained within each parcel. Except for those properties set forth in BIMC 13.24.132, all public entities and public property shall be subject to charges for surface and storm water utility services to the same extent as private persons and property. The rate for services shall be charged whether the premises are occupied or vacant; provided the site contains impervious ground cover.

13.24.080 Powers and authority.

The city hereby elects to exercise all lawful powers and authority for the planning, design, construction, maintenance, administration, operation, acquisition, and condemnation of property rights and regulation of storm drainage and surface water runoff systems including, without limitation, all lawful powers to fix, alter, regulate, and control the charges and conditions of the use thereof.

13.24.090 Fee imposed.

The owners of all real property in the city which contributes drainage water to and/or which benefits from the city's storm water utility shall pay a monthly service charge as set forth in this chapter.

13.24.100 Automatic annual fee adjustment.

A. The fees described in BIMC 13.24.090, as now existing and as subsequently amended, shall be subject to an adjustment beginning with the first full billing period of each year equal to the annual percentage increase in the United States Consumer Price Index, All Urban Consumers (CPI-U) for June of the preceding year as shown in the release from the Bureau of Labor Statistics plus two percent unless the city council determines by December 31st of any year that the adjustment shall be another amount or shall not occur for the next year.

B. In calculating the annual adjustment the city shall round off all final calculations to the nearest cent where the rate provides for cents and to the nearest dollar where the rate does not provide for cents. .

13.24.110 Utility service charge calculation.

A. Three thousand square feet of impervious ground cover shall be equal to one impervious surface unit (ISU).

B. Each parcel of developed single-family residential property (including mobile homes, condominiums, and duplexes) is deemed to contain one equivalent ISU of the monthly surface and storm water utility service charge.

1. Single family residential parcels that contain an additional structure that is equal to or exceeds three thousand square feet of impervious ground cover will be assessed an additional service charge for each such structure.
2. Single family residential parcels that include agriculture, equestrian, or other development that supports a commercial use, will be assessed utility service charges in accordance with paragraph (C) of this section.
3. Condominium common area parcels will be exempt from surface and storm water utility service charges in recognition of the reduced impervious ground cover for condominium developments per residential unit.
4. If requested by the condominium association, the service charge calculation can be recalculated for the entire development's impervious ground cover in accordance with paragraph (C) of this section, and the entire service charge then applied to the condominium common area parcel. The condominium association would be responsible

for paying the service charge per unit. Individual condominium owner billing would be suspended.

5. Non-residential parcels within mixed-use condominium properties that include both residential and non-residential properties will be deemed to contain one equivalent ISU of the monthly surface and storm water utility service charge. These properties can be included in a request for a service charge calculation in accordance with paragraph (B.4.) of this section.

C. The utility shall determine the actual number of ISUs contained on multifamily, apartments and non-residential parcels, and these accounts shall pay a service charge to be calculated as follows: actual impervious ground cover/3,000 square feet x single-family service charge. In making the calculation, fractions shall be rounded to the nearest whole number but not less than one ISU per developed property.

13.24.120 Undeveloped real property.

Those properties remaining in an undeveloped condition are deemed not to make use of the services of the utility or its facilities beyond that used by such property in the natural state and accordingly, no service charge shall be imposed on such properties.

13.24.130 Service charges.

In accordance with the basis for a rate structure set forth in BIMC 13.24.110, there is levied upon all developed real property within the boundaries of the utility the following surface and storm water utility service charges which shall be collected from the owners of such properties, effective January 1, 2016:

A. For all single-family residential accounts, including mobile homes and condominiums, the monthly service charge shall be \$12.23.

B. For all other developed property, including but not limited to multifamily apartments and non-residential properties, the monthly service charge shall be \$12.23, multiplied by the number of ISUs determined by the utility to be contained on such parcel pursuant to BIMC 13.24.110.

C. The minimum charge will be \$12.23 per month, representing one ISU per property, unless otherwise noted in this chapter.

13.24.131 Rate reductions.

For parcels, excluding single-family residential (including mobile homes, condominiums, and duplexes) properties:

A. The monthly service charge charged to a parcel for impervious ground cover areas consisting of compacted gravel surfaces used by vehicles as a way-of-travel or parking shall be seventy-five (75%) percent of the rate for impervious ground cover areas set forth in BIMC 13.24.130;

B. For parcels, other than single-family residential (including mobile homes, condominiums, and duplexes), that construct qualifying green infrastructure (low impact development) as on-site storm water mitigation, the city may, at its sole discretion, reduce the monthly utility service fee charged by fifty (50%) percent for the property pursuant to BIMC 13.24.130.

C. Any low intensity parcel, other than single-family residential (including mobile homes, condominiums, and duplexes), that creates or utilizes less than fifteen percent (15%) impervious ground cover may be eligible for a rate reduction of fifty percent (50%) at the city's sole discretion.

D. In order to obtain a rate reduction, the parcel owner must submit the required forms that demonstrate the total impervious ground cover or qualifying green infrastructure. If approved the rate reduction will become effective for the calendar year following the request.

E. The rate reduction authorized by this section shall not reduce the total surface and storm water monthly utility service fee to less than fifty percent (50%) of the monthly fee required pursuant to BIMC 13.24.130, and shall not be used in conjunction with any other rate reduction authorized by this title.

F. Low income senior and disabled citizens who meet the requirements set forth in Chapter 13.16 BIMC shall be entitled to a reduction in service charges as established by city resolution.

13.24.132 Property exempt from service charges.

The following categories of property are exempt from surface and storm water utility service charges:

A. City-owned ways- of- travel, all of which are part of the storm and surface drainage system pursuant to the city's NPDES Phase II Municipal Stormwater Permit. This exemption does not apply to a city-owned road that is an adjunct to a city developed property, such as NE Henshaw Place adjacent to City Hall, and which is therefore charged a storm water fee pursuant to BIMC 13.24.130 as part of a developed property; and

B. Private ways-of-travel which meet all the requirements and have been named in accordance with BIMC 12.16.050(A), including:

1. Way-of-travel that serve two or more properties other than the tract of which it is a portion, and;

2. Way-of-travel for which an easement has been granted by recorded deed.

C. State of Washington highway.

13.24.140 Billing and payment.

All property subject to rates and service charges pursuant to this chapter shall be assessed annually by the Kitsap county assessor on behalf of the city in conjunction with the county's property tax bill. Properties which do not receive a property tax statement will receive a separate rate and service charge billing statement. Surface and storm water utility fees billed pursuant to this paragraph shall be due and payable semiannually on the same dates each year that the county's property tax bill is due and payable (April 30 and October 31), and shall be delinquent if not paid by the due date. All delinquent accounts billed pursuant to this paragraph will be subject to a monthly penalty charge of one percent of the amount that is delinquent.

13.24.150 Service charge adjustments and appeals.

- A. Any person billed for service charges under this chapter may file a request for a service charge adjustment with the director of finance within thirty days of the date of the bill. However, filing of such a request does not extend the period for payment of the charge.
- B. A request for service charge adjustment may be granted or approved by the director of finance only when one of the following conditions exists:
 1.
 - 1 The acreage of the parcel charged is in error; or
 - 2 The parcel is nonresidential and the actual impervious ground cover of the parcel, as established by a licensed surveyor or engineer, is more than fifty percent (50%) of an impervious service unit greater than or less than the estimated or measured impervious ground cover used in determining the charge; or
 - 3 The service charge was otherwise not calculated in accordance with the terms of this chapter; or
 - 4 The parcel is undeveloped.
- C. Service charge adjustments will only apply to the bills subsequently issued.
- D. The property owner shall have the burden of proving that the service charge adjustment should be granted.

- E. Decisions on requests for a service charge adjustment shall be made by the director of finance based on information submitted by the applicant and by the public works department within thirty days of the adjustment request, except when additional information is needed. The applicant shall be notified in writing of the director's decision.
- F. If the director of finance finds that a service charge has been undercharged, then an amended bill shall be issued which reflects the increase and service charge in future years.
- G. Upon written application to the finance director, a customer may request review of the city's service charge as applied to the specific developed property to which the service charge has been charged. The applicant shall state the specific conditions and/or facilities on the site which the applicant feels warrants adjustment of the service charge as applied to the property.
- H. The public works director or finance director may initiate review of a storm water utility service charge to any parcel.

13.24.160 Remedies – Termination of water service.

The city manager or his or her designee is authorized to terminate water service to any customer who fails to pay the storm water utility fees imposed by this chapter in the same manner as delinquent water bills. Termination of such water service shall not limit other remedies available to the city.

13.24.170 Lien for service – Interest.

Pursuant to RCW 35.67.200 et seq., the city shall have a lien for delinquent and unpaid storm water sewer charges. A sewer lien shall be effective for a total not to exceed one year's delinquent service charges without the necessity of any writing or recording of the lien with the county auditor. Enforcement and foreclosure of any sewer lien shall be in the manner provided by state law. Interest on the unpaid balance shall be eight percent per annum or higher rate as authorized by law.

13.24.180 Inspections – Right of entry – Emergency.

The engineer or other city officials or employees of the city may enter any building or property to perform duties imposed by this chapter in accordance with Chapter 1.16 BIMC.

Section 3. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication as provided by law.

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

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

Anne S. Blair, Mayor

ATTEST/AUTHENTICATE:

Rosalind D. Lassoff, CMC, City Clerk

FILED WITH THE CITY CLERK:	September 29, 2015
PASSED BY THE CITY COUNCIL:	_____, 2015
PUBLISHED:	_____, 2015
EFFECTIVE DATE:	
ORDINANCE NO:	2015-20

.....

City of Bainbridge Island City Council Agenda Bill



PROCESS INFORMATION

Subject: 8:05 PM Ordinance 2015-32 Updating the Capital Facilities Plan	Date: 10/6/2015
Agenda Item: STAFF INTENSIVE	Bill No.: 15-185
Proposed By: Barry Loveless, Director of Public Works	Referrals(s):

BUDGET INFORMATION

Department: Finance	Fund:	
Expenditure Req:	Budgeted? Yes	Budget Amend. Req? Yes

REFERRALS/REVIEW

:	Recommendation:	
City Manager:	Legal:	Finance: Yes

DESCRIPTION/BACKGROUND

The City of Bainbridge Island annually updates its capital project planning in accordance with the policies in the Comprehensive Plan. The updates include new information on timing of projects, current information on grants, and new projects as indicated by current information.

The projects shown in the attached documentation are included in the 2016 budget modifications presented to Council.

RECOMMENDED ACTION/MOTION

I move that the City Council forward Ordinance No. 2015-32 Updating the Capital Facilities Plan to second reading and consideration of approval at the Council meeting on October 27, 2015.

ATTACHMENTS:

Description	Type
❑ Ordinance 2015-32 Updating the Capital Facilities Plan	Backup Material
❑ CIP Transportation Section	Backup Material
❑ CIP Non-Motorized Section	Backup Material
❑ CIP Fleet and Equipment Section	Backup Material
❑ CIP Facilities Section	Backup Material
❑ CIP Water Section	Backup Material
❑ CIP Sewer Section	Backup Material
❑ CIP SSWM Section	Backup Material

ORDINANCE NO. 2015-35

AN ORDINANCE of the City of Bainbridge Island, Washington, adopting the 2016 update of the six-year Capital Facilities Plan and amending the Capital Facilities Element of the Bainbridge Island Comprehensive Plan.

WHEREAS, in accordance with the Growth Management Act, the City of Bainbridge Island adopted a Comprehensive Plan on September 1, 1994, and revised it on December 8, 2004. The Plan contains a Capital Facilities Element that establishes goals and policies for the provision and financing of capital facilities for the citizens of Bainbridge Island; and

WHEREAS, the Growth Management Act requires that the six-year Capital Facilities Plan be updated at least biennially and adopted as an amendment to the Comprehensive Plan and Comprehensive Plan Policies CF 1.3, 1.4, and 1.5 require an annual update; and

WHEREAS, the 2016 update of the six-year Capital Facilities Plan addresses all of the goals and requirements set forth in the Growth Management Act and the Bainbridge Island Comprehensive Plan; and

WHEREAS, the 2016 update of the six-year Capital Facilities Plan is in accordance with the decision criteria for amendments of the Comprehensive Plan as set forth in BIMC Chapter 2.16.190; now therefore

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

Section 1. The 2016 update of the six-year Capital Facilities Plan of the Capital Facilities Element of the Bainbridge Island Comprehensive Plan, attached as Exhibit A, is adopted as of November __, 2015.

Section 2. In the event that there are instances where the dollar amounts or timing of capital projects included in this update differ from those in other sections of the Comprehensive Plan, the amounts and timing in this update shall prevail.

Section 3. This ordinance authorizes the reformatting of Exhibit A into a final edition for publication and the reformatting of information and the transmission of this information to the State of Washington as the City's annual State Transportation Improvement Program (STIP).

Section 4. The six-year 2014-2020 Capital Facilities Plan of the Bainbridge Island School District adopted on September 11, 2014 is adopted by reference.

Section 5. The six-year Comprehensive Plan of the Bainbridge Island Metropolitan Park & Recreation District adopted by Resolution No. 2014-14 on July 10, 2014 and the 2015 Capital Improvement Plan adopted on November 6, 2014 are adopted by reference.

Section 6. The 2013-2022 Strategic Plan of the Bainbridge Island Fire Department adopted in October 2013 is adopted by reference.

Section 7. The six-year Capital Facilities Plan of the Kitsap County Sewer District No. 7 for the years 2013-2018 are adopted by reference.

Section 8. The 2011-2017 Water System Plan of the Kitsap County Public Utilities District No. 1 for projects identified on Bainbridge Island is adopted by reference.

Section 9. If any section, sentence, clause or phrase of this ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 10. This ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication as required by law.

PASSED by the City Council this ____th day of November 2015.

APPROVED by the Mayor this ____th day of November 2015.

Anne S. Blair, Mayor

ATTEST/AUTHENTICATE:

Rosalind D. Lassoff, CMC, City Clerk

FILED WITH THE CITY CLERK:	October 1, 2015
PASSED BY THE CITY COUNCIL:	_____
PUBLISHED:	_____
EFFECTIVE DATE:	January 1, 2016
ORDINANCE NUMBER:	2015-35

City of Bainbridge Island
Transportation CIP (2015 - 2020)
2016 Update

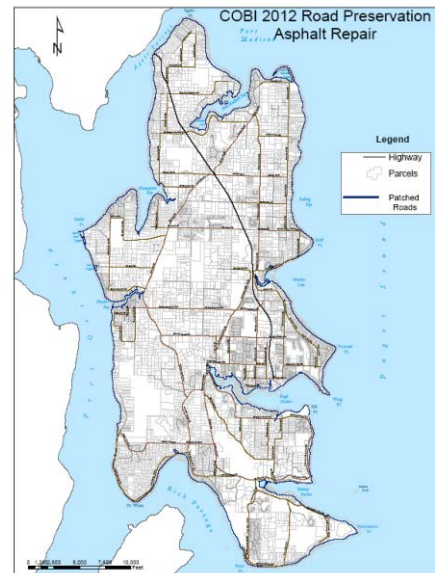
10/2/2015
12:00 PM

Project	Location	Grant Eligible	Grant Awarded	Grant Funds	General Comp	Strts Component	Wtr Component	Swr Component	SSWM Comp	2015	2016	2017	2018	2019	2020	2021 - 2034
TRANSPORTATION PROJECTS - 6-YEAR CIP																
Annual Roads Preservation		X	X	303	Y					918	624	637	649	662	676	9,464
Annual Roads Preservation - Trans Benefit District					Y					300						
Mountain View Reconstruction	Manitou to End				Y			Y		20	68					
Wyatt Way Reconstr- Phase 1		X	X	2,516	Y						270	1,330	2,115			
Sportsman's Club/N-Brooklyn	Intersection Imprv.	X		860	Y							180	816			
Country Club Rd Recon & Drain	Pst Toe Jam to Seawall				Y			Y				179				
TRANSPORTATION PROJECTS - 20-YEAR CIP																
Annual Gravel Roads Upgrade Program					Y			Y								TBD
Roadway Reconstruction Projects																
Winslow Way Reconstr. -Ph 2	Madison to Grow	X			Y	Y	Y	Y	Y							TBD
Old Mill Reconstruction	Blakely to Blakely Hill				Y			Y								TBD
Wyatt Way Reconstr. - Phase 2	Ericksen - Madison				Y			Y								TBD
Blakely Hill Road Reconstr	Halls Hill to top of hill				Y			Y								TBD
Halls Hill Road Reconstr	Blakely to top of hill	X			Y			Y								TBD
Wardwell Rd Reconstr & Drain	Sportsman's to TCrown	X			Y			Y								TBD
Shoreline Road Stabilization Projects																
Manitou Beach Rd Stabilization	Falk to Skiff				Y											TBD
Country Club Rd Stabilization	Shoreline frontage				Y											TBD
Manitou Beach Rd Stabilization	Murden Cove - Falk				Y											TBD
Crystal Springs Rd Stabilization	Baker to Pt White				Y											TBD
Intersection Improvement Projects																
Madison/ New Brooklyn	Intersection Imprv.	X			Y											TBD
Madison/ Wyatt	Intersection Imprv.	X			Y											TBD
Sportsman's Club/ High School	Intersection Imprv.	X			Y											TBD
TOTALS										1,238	962	2,326	3,580	662	676	TBD
Grant Totals										303	136	1108	2132	0	0	
City Project Funding										935	824	1,214	1,430	662	676	
2% Contribution to Public Art										0	2	4	18	0	0	

Amounts in thousands

City of Bainbridge Island — Capital Project Summary

Annual Roads Preservation Program



DESCRIPTION	The Annual Roads Preservation Program consists of a combination of 1) grinding & patching roadways and/or 2) chip sealing. Grinding & patching the roadways is a maintenance operation and chip sealing adds a coating of asphalt oil and fine crushed rock over the existing pavement to preserve the street surface and to keep the roads in good drivable condition.
BENEFIT	Preservation and prolonged life of the roadway system.
SCHEDULE	Annual, preferably during warm weather construction season.
ANNUAL \$ IMPACT ON OPERATING BUDGET	None
CATEGORY	Preservation 1A M;GC

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting	in-house	in-house	in-house	in-house	in-house	in-house
ROW						
Construction	1,218	624	637	649	662	676
Sub-total	\$1,218	\$624	\$637	\$649	\$662	\$676
FUND SOURCES (1,000's)						
Street Fund	\$615	\$624	\$637	\$649	\$662	\$676
Grant	303					
Trans Benefit District	300					
Sub-total	\$1,218	\$624	\$637	\$649	\$662	\$676

City of Bainbridge Island — Capital Project Summary

Mountain View Road Reconstruction Project (From Manitou)



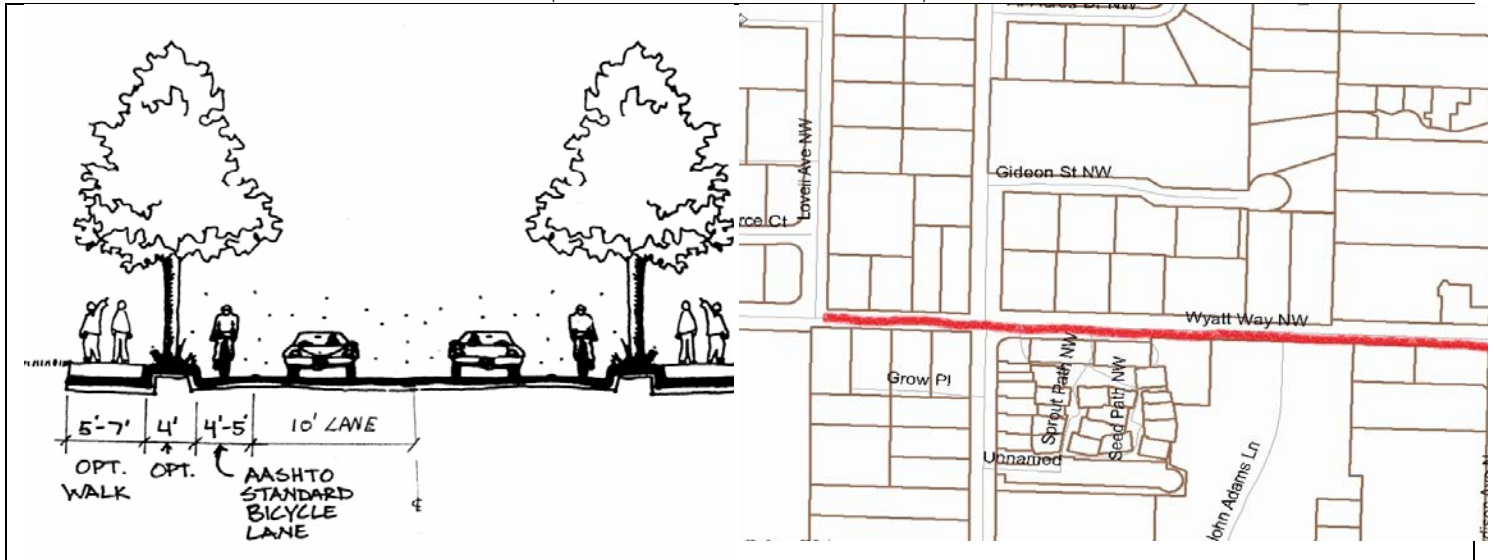
DESCRIPTION	Provides for roadway surfacing reconstruction and storm drainage improvements on Mountain View. Work includes upgrading the inlet condition at the outfall to address a capacity deficiency. This work was identified in the 2012 Area Drainage Study performed by Brown Wheeler Engineering. Note that a significant portion of the work is associated with stormwater improvements.
BENEFIT	Provides for surfacing repairs. Currently the roadway lacks conveyances for storm water. The project provides for conveying storm water and improves the capacity of the existing outfall. Providing conveyances better accommodates fronting property owner stormwater drainage above Gertie Johnson Road and Rolling Bay Walk which has a history of slides.
SCHEDULE	Design to be completed in 2014. Construction delayed to 2015 due to staff resource issues.
ANNUAL \$ IMPACT ON OPERATING BUDGET	None
CATEGORY	M/E, GC, Tier 1, Priority A

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting	32					
Construction		107				
2% Contribution to Public Art Account		2				
Sub-total	\$32	\$109	0	0	0	0
FUND SOURCES (1,000's)						
General Fund		2				
Street Fund	20	66				
SSWM Fund	12	41				
Grant	0					
Sub-total	\$32	\$109	0	0	0	0

City of Bainbridge Island — Capital Project Summary

Wyatt Way Reconstruction – Phase 1

(From Madison to Lovell)

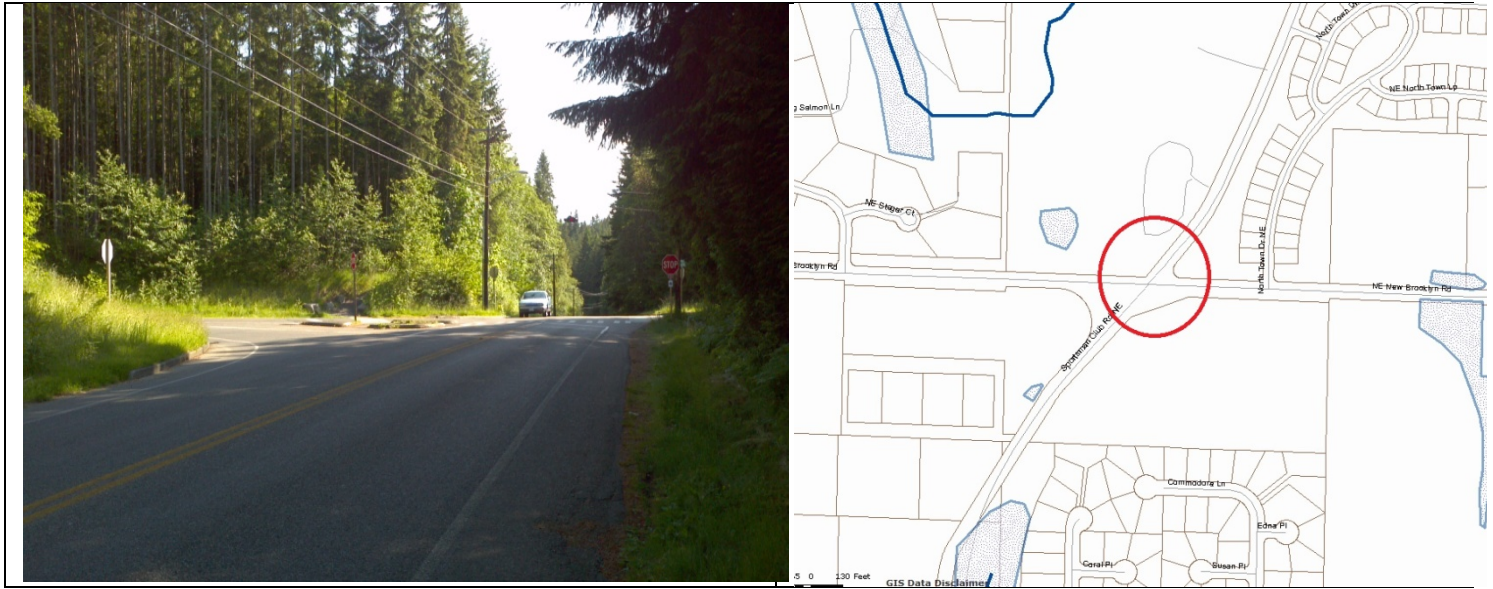


DESCRIPTION	Capacity (level of service) improvements to the intersection of Madison and Wyatt. Current level of service D. Possibilities include round about or signalized intersection. Complete sidewalk and bicycle facilities on both sides of the street from Madison to Lovell. Reconstruct roadway surfacing and drainage. Additional right of way needed along frontage. Design 50% completed in 2006. State (TIB) grant funding received 2015.
BENEFIT	Relieve current and future intersection congestion and ensure mobility by implementing improvements prior to development. Address a gap in non-motorized facilities to improve mobility and safety. Support businesses and employment in the downtown area.
SCHEDULE	YR1/2 Design, ROW & Permitting, YR3 Construction
ANNUAL \$ IMPACT ON OPERATING BUDGET	Still in planning phase
CATEGORY	M/E, GC, Tier 1(Current Deficiency), Priority A.

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting		120	80			
ROW		150	1,250			
Construction			-	2,100	-	
2% Contribution to Public Art Account				15		
Sub-total	0	\$270	\$1,330	\$2,115	\$0	\$0
FUND SOURCES (1,000's)						
General Fund				15		
Street Fund		134	378	672		
Grant (TIB)	0	136	952	1,428		
Sub-total	0	\$270	\$1,330	\$2,115	\$0	\$0

City of Bainbridge Island — Capital Project Summary

Sportsman's Club Road and New Brooklyn Road (Intersection Improvements)



DESCRIPTION	Capacity (level of service) improvements at intersection. Level of service C from 2004 study. Since that time the Sakai and Woodward schools have changed schedules resulting in impacts to the intersection. A roundabout is proposed. Estimated schedule and costs assume a right-of-way donation by the School District.
BENEFIT	Relieve current and future congestion.
SCHEDULE	YR1 Design and Permitting. YR2 Construction.
ANNUAL \$ IMPACT ON OPERATING BUDGET	None
CATEGORY	M/E, GC, Tier 1(Current Deficiency), Priority A.

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting			180			
ROW			0			
Construction			0	813		
2% Contribution to Public Art Account			0	3		
Sub-total	\$0	\$0	\$180	\$816	\$0	\$0
FUND SOURCES (1,000's)						
General Fund				3		
Street Fund	\$0	0	24	109		
Grant			156	704	0	
Sub-total	\$0	\$0	\$180	\$816	\$0	\$0

City of Bainbridge Island — Capital Project Summary

Country Club Road Reconstruction and Drainage Improvement

(From Toe Jam Hill Road to the Seawall)



DESCRIPTION	The current roadway and fronting properties flood. The roadway surfacing is in poor condition. The project provides for raising the roadway to a higher elevation, reconstructing roadside ditches to flow, and restoring the surfacing. Temporary construction easements are needed for adjusting driveway elevations. The project design, permitting, and easement acquisition is envisioned to be performed in house by Engineering Staff.
BENEFIT	Addresses surfacing repair and flooding.
SCHEDULE	Design, Permit, Easements year 1, Construct year 2.
ANNUAL \$ IMPACT ON OPERATING BUDGET	None
CATEGORY	M/E, GC, Tier 1, Priority A.

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting			0			
ROW			*			
Construction			250			
2% Contribution to Public Art Account			4			
Sub-total	\$0	\$0	\$254	0	0	0
FUND SOURCES (1,000's)						
General Fund			4			
Street Fund			175			
SSWM Fund			75			
Sub-total	\$0	\$0	\$254	0	0	0

Non-Motorized Transportation CIP (2015 - 2020) 2016 Update

Project	Location	Grant Eligible	Grant Awarded	Grant Funds	General Comp	Strts Comp	Wtr Comp	Swr Comp	SSWM Comp	2015	2016	2017	2018	2019	2020	2021 - 2035
NON-MOTORIZED PROJECTS - 6-YEAR CIP																
SR305/Olympic Drive NM	Harbor Dr. to Winslow Way	x	x	644	Y	Y				726						
SR305/Olympic Drive NM Ph 2	Harbor Dr. to Winslow Way	x		448								621				
Sound to Olympic Trail Phase 2	Winslow W. to High School Rd.	x	x	1,254	Y					1,454						
Sound to Olympics Trail Phase 3	STO Trail to Ericksen Ave.	x		2,427	Y							215	15	100	2,620	
Sound to Olympics Trail Phase 4	Vineyard Ln to High School Rd	x	x	692	Y					816						
Wing Point Way Non Motorized	Ferncliff to Park	x	x	1,330	Y	Y	Y	Y		1,543						
Right of Way Gaps Acquisition	Islandwide				Y					100						
Cave Ave. Sidewalk Improvements				8	Y					6	3	43	26			
Connecting Pathways					Y					26	26	26	26	26	26	364
C40-Spot Projects					Y					51	51	51	51	51	51	714
Top 5 Road Safety Projects by NMTAC:																
C40 - Miller Bay Road	Tolo to Pederson Hill	x		933	Y							150	29	918		
C40 - Bucklin Phase 2	Blakely - Fletcher Bay	x		466	Y					31	16	252	287			
C40 - Eagle Harbor - Phase 1	Wyatt - Past Bucklin	x			Y		Y					50	20	7	364	
C40 - Eagle Harbor - Phase 2	Pst Bucklin- McDonald	x			Y											700
C40 - Fletcher Bay Road	New Brooklyn to HS Rd	x		405	Y							2	469			
C40 - Lynwood Center	Bucklin - Pt. White	x		438	Y										506	
Transportation Projects - 20 Years CIP																
Pedestrian Bridge Reconstruction	WF Park Trail										180					
Wyatt NM - Phase 2	Ericksen - Madison				Y											TBD
Winslow Way Reconstr.- Phase 2	Madison to Grow	x			Y	Y	Y									TBD
Wyatt sidewalk Extension	Weaver to Gowen				Y											TBD
Sound Olympics Trail Future Phases	Various	x			Y											TBD
C40 - Valley	N. Madison - Sunrise				Y											TBD
Grow Ave NM Impr.	Winslow Way - Wyatt				Y											TBD
Lost Valley Trail - Phase 1	Carmella Lane				Y											TBD
C40 - Fletcher - Phase 2+	Lynwood to High School	x														TBD
C40 - Day	SR305 to N. Madison	x														TBD
C40 - Blakely	Bucklin to Country Club	x														TBD
C40 - Sportsman's Club	Wyatt to SR305	x														TBD
C40 - High School	Sportsman's to Fletcher Bay	x														TBD
C40 - North Madison, Phase 3+	Winther to Day	x														TBD
TOTALS										4,753	96	1,410	923	1,102	3,567	TBD
Grant Totals										3,920	0	747	438	778	2,695	
City Project Funding										805	94	658	475	304	855	TBD
2% Contribution to Public Art Account										28	2	5	10	20	17	

City of Bainbridge Island — Capital Project Summary

SR305 – Olympic Drive Non-Motorized Improvement Project Harbor Drive to Winslow Way



DESCRIPTION	Olympic Drive is a roadway with inadequate pedestrian and bicycle accommodations. This project provides improvements for pedestrians and cyclists along this heavily trafficked roadway. Phased project.
BENEFIT	Non motorized level of service improvement, safety enhancement.
SCHEDULE	Phase 1 Design in late 2013 and 2014, Construction in 2015. Phase 2 eligible for grant application in 2016.
ANNUAL \$ IMPACT ON OPERATING BUDGET	None
CATEGORY	Deficiency 1B, E; SC

PROJECT COSTS (1000's)	2015	2016	2017	2018	2019	2020
Design / Permitting	-	-	175			
ROW	-	-	-			
Construction	724	100	443			
2% Contribution to Public Art Account	2	-	3			
Sub-total	\$726	\$100	\$621	\$0	\$0	\$0
FUND SOURCES (1000's)						
General Fund	82	-	173			
Water Fund	-	100	-			
Grant	644	-	448			
Sub-total	\$726	\$100	\$621	\$0	\$0	\$0

City of Bainbridge Island — Capital Project Summary

Sound to Olympics Trail, Phase 2

Winslow Way to High School Road



DESCRIPTION	Design of Sound to Olympic trail and study of branch trails. Construction of separated pathway from Winslow Way to the existing Ravine Creek non motorized bridge.
BENEFIT	Non motorized level of service improvement, safety enhancement
SCHEDULE	Design in 2014 and construction in 2015
ANNUAL \$ IMPACT ON OPERATING BUDGET	Unknown at this time, still in design phase
CATEGORY	E/N, SC, Tier3, Priority C

PROJECT COSTS (1000'S)	2015	2016	2017	2018	2019	2020
Design/permitting						
Construction	1,450					
2% Contribution to Public Art Account	4					
Sub-total	1,454					
FUND SOURCES (1000's)						
General Fund	4					
Street Fund	196					
Grant	1,254					
Sub-total	1,454					

City of Bainbridge Island — Capital Project Summary

Sound to Olympics Trail, Phase 3 (Connecting Wing Point Way to Wyatt Way)



DESCRIPTION	Separated grade crossing to connect Ericksen Avenue near Wyatt to the STO trail near Vineyard. Application submitted for Pedestrian Bicycle Program Grant for design but not approved. Right-of-way Acquisition may be needed depending on location and configuration.
BENEFIT	Non motorized level of service improvement, safety enhancement
SCHEDULE	Pursue grants to begin design in 2017.
ANNUAL \$ IMPACT ON OPERATING BUDGET	Unknown at this time, still in design phase
CATEGORY	E/N. SC, Tier 3, Priority A.

PROJECT COSTS (1000's)	2015	2016	2017	2018	2019	2020
Design / Permitting		-	200	10	50	-
ROW		-	15	5	50	-
Construction		-	-	-	-	2,610
2% Contribution to Public Art Account		-	-	-	-	10
Sub-total	0	\$0	\$215	\$15	\$100	2,620
FUND SOURCES (1000's)						
General Fund		-	46	15	100	362
Grant		-	169	-	-	2,258
Sub-total	0	0	\$215	\$15	\$100	\$2,620

City of Bainbridge Island — Capital Project Summary

Sound to Olympics Trail, Phase 4

Vineyard Lane to High School Road



DESCRIPTION	Construction of separated pathway from the existing Ravine Creek non motorized bridge to High School Road.
BENEFIT	Non motorized level of service improvement, safety enhancement
SCHEDULE	Design in 2014 and construction in 2015
ANNUAL \$ IMPACT ON OPERATING BUDGET	Unknown at this time, still in design phase
CATEGORY	E/N, SC, Tier3, Priority A

PROJECT COSTS (1000's)	2015	2016	2017	2018	2019	2020
Design/permitting						
Construction	800					
2% contribution to Public Art Account	16					
Sub-total	816					
FUND SOURCES						
General Fund	16					
Street Fund	108					
Grant	692					
Sub-total	816					

City of Bainbridge Island — Capital Project Summary

Wing Point Way Non Motorized Improvement (From Ferncliff to Park)

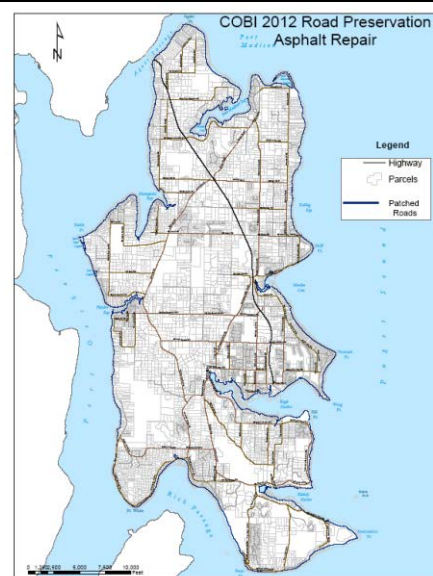


DESCRIPTION	Reconstruct roadway surfacing and drainage. Provide sidewalk, on the downhill side, and shoulders, on the uphill side. Water and sewer utility repairs are also included.
POLICY	Project Identified in CIP. Council authorized grant and Design Contract award August, 2013
BENEFIT	Preservation, safety enhancement, & non-motorized level of service.
SCHEDULE	The City received grant funding for the design phase in the summer of 2013. The City contracted with HDR. Design began in late 2013 and continued with permitting in 2014. The City submitted application for grant funding in 2014 for the construction phase.
ANNUAL \$ IMPACT ON OPERATING BUDGET	None
CATEGORY	M/E, GC, Tier 1(Current Deficiency), Priority A.

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting						
ROW						
Construction	3,381					
2% Contribution to Public Art Account	4					
Sub-total	3,385	0	0	0	0	0
FUND SOURCES (1,000's)						
General Fund	213					
SSWM Fund	-					
Water	769					
Sewer	1,073					
STP Grant	1,330					
Sub-total	3,385	\$0	0	0	0	0

City of Bainbridge Island — Capital Project Summary

Island-wide Right-of-Way Gaps Acquisition (Various locations)



DESCRIPTION	Procure right-of-way for critical non-motorized improvement projects. Locations include Bucklin Hill from Blakely to Fletcher for the C40 Bucklin project, Cave Avenue for a sidewalk, Eagle Harbor Drive at Cooper Creek for C40 Eagle Harbor – Phase 1, Knetchel for a sidewalk, Wyatt between Grow and Lovell for the Wyatt Way Reconstruction Project, and adjacent to SR305 for the Sound to Olympics Trail. The project will provide for consulting services for right-of-way outreach and negotiations, appraisals, funding purchase of real property. Additionally where the City may apply for federal funding the project will provide for an agreement with WSDOT for oversight.
BENEFIT	Safety and Non Motorized Transportation Connectivity.
SCHEDULE	TBD based on CIP programming priorities.
ANNUAL \$ IMPACT ON OPERATING BUDGET	None
CATEGORY	E, GC, Tier3, Priority C

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting	0	0	0	0	0	0
ROW	100	TBD	TBD	TBD	TBD	TBD
Construction	0	0	0	0	0	0
Sub-total	\$100	TBD	TBD	TBD	TBD	TBD
FUND SOURCES (1,000's)						
Street Fund	100	TBD	TBD	TBD	TBD	TBD
Storm Drain Fund	0	0	0	0	0	0
STP Grant	0	0	0	0	0	0
Sub-total	\$100	TBD	TBD	TBD	TBD	TBD

City of Bainbridge Island — Capital Project Summary

Cave Avenue Sidewalk Improvements



DESCRIPTION	The City received a developer contribution in 2014 for the purpose of constructing a 330 linear foot section of sidewalk on the east side of the street fronting an undeveloped parcel. If not constructed within 5 years the contribution will be refunded. In order to construct the improvement the City needs to acquire right-of-way.
BENEFIT	Addresses a gap in the sidewalk on the east side of the roadway.
SCHEDULE	YR1: Preliminary design and ROW; Yr2&3; ROW, Yr 4; Design, Permit, Construct.
ANNUAL \$ IMPACT ON OPERATING BUDGET	None
CATEGORY	M/E, GC, Tier 1(Current Deficiency), Priority B.

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting	0					
ROW	6	3	43			
Construction				25		
2% Contribution to Public Art Account				1		
Sub-total	\$6	\$3	\$43	\$26	\$0	\$0
FUND SOURCES (1,000's)						
General Fund	6	3	43	18		
SSWM Fund						
Contribution				8		
Sub-total	\$6	\$3	\$43	\$26	0	0

City of Bainbridge Island — Capital Project Summary

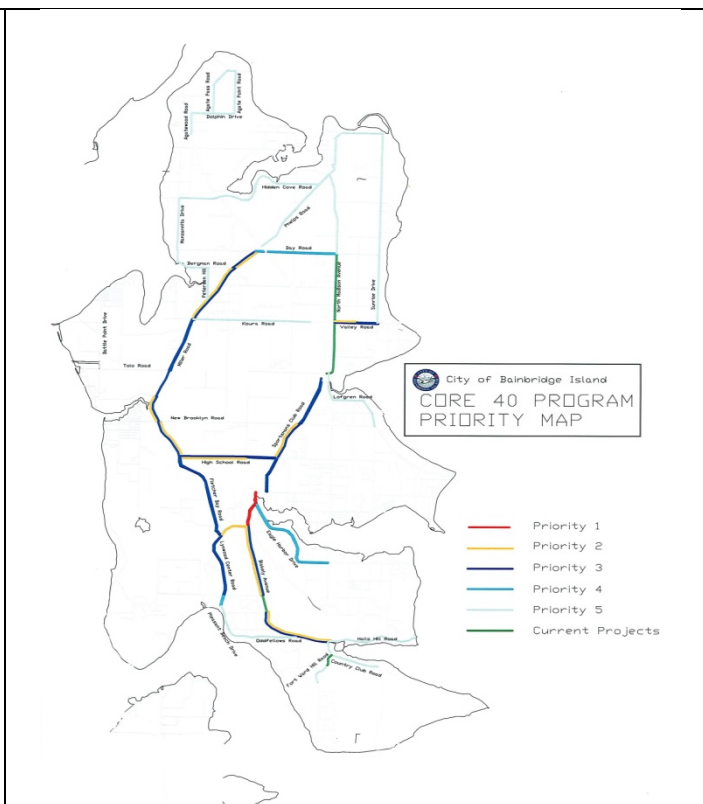
Connecting Pathways (Various locations)

	
DESCRIPTION	Annual funding to address trail opportunities such as easements and construction. Potential projects include Bucklin Hill trail near Hyla School, Sportsman's Club Spine Trail (near Sportsman's Club), Sportsman's Club Spine Trail (north of Sakai School), Lost Valley starting at Carmela and on City parcel, Cave connector to STO trail, Woodward School (Sportsman's to Wardwell) and Central Connecting Path Spine Trail (Wardwell to Koura)
BENEFIT	Safety and Non Motorized Transportation Connectivity.
SCHEDULE	As opportunities arise
ANNUAL \$ IMPACT ON OPETATING BUDGET	None
CATEGORY	E, SC, Tier3, Priority C

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting	0	0	0	0	0	0
ROW	0	0	0	0	0	0
Construction	25	25	25	25	25	25
2% Contribution to Public Art Account	1	1	1	1	1	1
Sub-total	\$26	\$26	\$26	\$26	\$26	\$26
FUND SOURCES (1,000's)						
General Fund	26	26	26	26	26	26
Storm Drain Fund	0	0	0	0	0	0
STP Grant	0	0	0	0	0	0
Sub-total	\$26	\$26	\$26	\$26	\$26	\$26

City of Bainbridge Island — Capital Project Summary

C40 – Annual Spot Projects (Various locations)



DESCRIPTION	Add on to the Annual Roads Preservation Program to fund shoulder repairs and infill missing short segments. Potential projects include Wyatt (Weaver to Finch), Eagle Harbor (blind curve near McDonald), Finch (Wyatt to Sportsman's), and Fletcher Bay (blind curve near Island Center Hall).
BENEFIT	Safety and Non Motorized Transportation Connectivity.
SCHEDULE	Constructed annually.
ANNUAL \$ IMPACT ON OPERATING BUDGET	None
CATEGORY	E, SC, Tier3, Priority C

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting	0	0	0	0	0	0
ROW	0	0	0	0	0	0
Construction	50	50	50	50	50	50
2% Contribution to Public Art Account	1	1	1	1	1	1
Sub-total	\$51	\$51	\$51	\$51	\$51	\$51
FUND SOURCES (1,000's)						
General Fund	51	51	51	51	51	51
SSWM Fund	0	0	0	0	0	0
STP Grant	0	0	0	0	0	0
Sub-total	\$51	\$51	\$51	\$51	\$51	\$51

City of Bainbridge Island — Capital Project Summary

C40 Miller Road

(From Tolo Rd. to Peterson Hill Rd.)



DESCRIPTION	Provide shoulder widening on both sides of Miller Road from Tolo Road to Miller Road. Assumes that no permanent ROW acquisition is needed.
BENEFIT	Safety and Non Motorized Transportation Connectivity.
SCHEDULE	Yr1; Design & Permit. Yr2; Construct.
ANNUAL \$ IMPACT ON OPERATING BUDGET	None
CATEGORY	E/N, SC, Tier 3, Priority A.

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting	-	-	150	29	-	-
ROW	-	-	-	-	-	-
Construction	-	-	-	-	900	-
2% Contribution to Public Art Account	-	-	-	-	18	-
Sub-total	\$ -	\$ -	\$ 150	\$ 29	\$ 918	-
FUND SOURCES (1,000's)						
General Fund	-	-	20	4	140	-
SSWM Fund	-	-	-	-	-	-
STP Grant	-	-	130	25	778	-
Sub-total	\$ -	\$ -	\$ 150	\$ 29	\$ 918	-

City of Bainbridge Island — Capital Project Summary

C40 Bucklin Hill Road – Phase 2 (From Blakely to Fletcher)



DESCRIPTION	Provide shoulder widening on both sides of Bucklin Hill Road and Lynwood Center Road from Blakely Avenue to Fletcher Bay Road. The project is planned to be designed by COBI staff with the support of a consultant for right-of-way acquisition.
BENEFIT	Safety and Non-Motorized Transportation Connectivity.
SCHEDULE	Yr1; Design to 30% and begin ROW acquisition. YR2&3; Following right of way acquisition, permitting and complete the design. YR4; Construct.
ANNUAL \$ IMPACT ON OPERATING BUDGET	Unknown at this time; still in design phase
CATEGORY	E/N, SC, Tier 3, Priority A.

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting	1	1	2	-		
ROW	30	15	250	-		
Construction	-	-	-	281		
2% Contribution to Public Art	-	-	-	6		
Sub-total	\$31	16	252	287		
FUND SOURCES (1,000's)						
General Fund	31	16	252	287		
SSWM Fund	-	-	-	-		
STP Grant	-	-	-	-		
Sub-total	\$31	16	252	287		

City of Bainbridge Island — Capital Project Summary

C40 Eagle Harbor Drive – Phase 1 (Wyatt to past Bucklin Hill)



DESCRIPTION	Current level of service E for Pedestrians and D for cyclists. Provides shoulder widening on both sides. Necessitates upgrading Cooper Creek Culvert to accommodate road widening. Involves ROW acquisition. Assumes additional land will be needed to mitigate displaced wetlands. Desirable to improve curb radius at bottom of Wyatt.
BENEFIT	Safety and Non Motorized Transportation Connectivity.
SCHEDULE	YR1 Preliminary Design, ROW, YR2 ROW, YR3/4 ROW, Permitting, Design, YR5 Construction.
ANNUAL \$ IMPACT ON OPERATING BUDGET	Unknown at this time, still in design phase
CATEGORY	E/N, SC, Tier 3, Priority A.

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting			80	30	10	50
ROW			30	15	5	750
Construction			0	0	0	0
2% Contribution to Public Art						4
Sub-total	0	0	\$110	45	15	804
FUND SOURCES (1,000's)						
General Fund			50	20	7	364
Storm Drain Fund			60	25	8	440
STP Grant			0	0	0	0
Sub-total	0	0	\$110	45	15	804

City of Bainbridge Island — Capital Project Summary

C40 Fletcher Bay Road (From High School to New Brooklyn)



DESCRIPTION	Provide shoulder widening on both sides of Fletcher Bay Road from Blakely High School Road to New Brooklyn Road. The project is planned to be designed by COBI staff. Assumes that no permanent ROW acquisition is needed.
BENEFIT	Safety and Non Motorized Transportation Connectivity.
SCHEDULE	Yr1; Design & Permit. Yr2; Construct.
ANNUAL \$ IMPACT ON OPERATING BUDGET	None
CATEGORY	E/N, SC, Tier 3, Priority A.

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting			2	-		
ROW			-	-		
Construction			-	468		
2% Contribution to Public Art Account			-	1		
Sub-total	\$0	0	2	469	0	
FUND SOURCES (1,000's)						
General Fund			2	64		
SSWM Fund			-	-		
STP Grant			-	405		
Sub-total	\$0	0	2	469	0	

City of Bainbridge Island — Capital Project Summary

C40 Lynwood Center Road (From Fletcher Bay Rd. to Point White Dr.)



DESCRIPTION	Provide shoulder widening on both sides. Assumes that no permanent ROW acquisition is needed. Assumes designed in house.
BENEFIT	Safety and Non Motorized Transportation Connectivity.
SCHEDULE	Yr1; Design & Permit. Yr2; Construct.
ANNUAL \$ IMPACT ON OPERATING BUDGET	None
CATEGORY	E/N, SC, Tier 3, Priority A.

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting	-	-				-
ROW	0	0				0
Construction	0	0				505
2% Contribution to Public Art Account						1
Sub-total	\$0	0	-	0	0	506
FUND SOURCES (1,000's)						
General Fund	0	0				69
SSWM Fund	0	0				0
STP Grant	0	0				437
Sub-total	\$0	0	0	0	0	506

City of Bainbridge Island
FLEET and EQUIPMENT CIP (2015 - 2020) 2016 Update

10/2/2015
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Project	Grant Eligible	Grant Awarded	Grant Funds	General Comp	Strts Component	Wtr Component	Swr Component	SSWM Comp	2015	2016	2017	2018	2019	2020	2021 - 2034
FLEET PROJECTS - 6-YEAR CIP															
Police Vehicles (3)				152					152	175	180	186	191	197	
Small Capital Equip <\$10,000				10	10	10	10	10	50	50	50	50	50	50	
Roadside Mower					140			35		175					
Medium Duty Pickup Truck				33	8				41						
Motorcycle	x	x	10	30					30						
Parking Enforcement Vehicle (Pickup)				45						45					
Police Computers for Cars				150						150					
Sweeper					55			220		275					
Cab and Chassis					88			88			176				
Medium Duty Pickup Truck				22	22						44				
Roadside Mower					83			21				104			
Chipper					36							36			
Commercial Lawn Mower				8								8			
Roller Compactor w Trailer					35								35		
Pup Trailer					29			29					58		
Van						33	8						41		
Light Duty Pick Up				7	7	7	7	7					35		
Emergency Generator							60						60		
Shoulder Gravel Conveyor					37								37		
Small Sander Attachment					6								6		
FLEET PROJECTS - 20-YEAR CIP															
Annual - Fleet Replacement				x	x	x	x	x							TBD
Annual - IT Equipment Capital Items				350											350
TOTALS									273	870	450	384	513	247	350

City of Bainbridge Island
Facilities CIP (2015- 2020) 2016 Update

Project	Location	Grant Eligible	Grant Awarded	Grant Funds	General Comp	Strts Component	Wtr Component	Swr Component	SSWM Comp	2015	2016	2017	2018	2019	2020	2021 - 2034
FACILITIES PROJECTS - 6-YEAR CIP																
Waterfront Park Phase 1 Impr.	Waterfront Park				Y											
Design/Permitting		x								84						
Construction		x		500						936	500					
City Dock Impr.	Waterfront Park				Y											
Design/Permitting		x								220						
Construction		x		835							1,872					
Public Safety Facility	Police Station/Court				Y											
Design										500						
Construction										TBD						
Downtown Parking Facility	Winslow				Y											
Design										TBD						
Construction										TBD						
Road End Improvements	Island Wide				Y					150						
RCM Lighting Upgrade	City Hall				Y						25					
HVAC System Equip. Upgrade	City Hall				Y					41	42	43	44			
Fueling System Upgrade Design	Public Works Facility				Y								15			
HVAC System Equip. Upgrade	Public Works Facility				Y									14		
Fueling System Upgrade	Public Works Facility				Y									75		
FACILITIES PROJECTS - 20-YEAR CIP																
City Farmland Infrastructure	Island Wide				Y											TBD
SCADA Software Upgrade (HVAC)	City Hall				Y											TBD
SCADA Software Upgrade (Security)	City Hall				Y											TBD
TOTALS										1,931	2,439	43	59	89	0	TBD
Grant Totals										500	1,335	0				
City Project Funding										1,411	1,079	43	59	89	0	
2% Contribution to Public Art Account										20	25					

City of Bainbridge Island — Capital Project Summary

Waterfront Park Phase 1 Improvements



EAGLE HARBOR WATERFRONT PARK SITE AERIAL

WALKER | MACY

PATANO STUDIO ARCHITECTURE

DESCRIPTION	This project provides for renovations and repairs to elements of the Waterfront Park.
BENEFIT	Maintain utility of public infrastructure associated with the City park. Ensure user safety is maintained. Enhance accessibility and utility for various user groups.
SCHEDULE	Design beginning in 2013; additional design and construction to continue in 2014 - 2016.
ANNUAL \$ IMPACT ON OP BUDGET	Unknown at this time, still in design phase
CATEGORY	

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Park Phase 1						
Design/permitting	84					
Construction	1,416					
2% Contribution to Public Art Account	20					
Sub-total	\$1,520	\$0	\$0	\$0	\$0	\$0
FUND SOURCES (1,000's)						
General Fund	\$1,020		\$0	\$0	\$0	\$0
Grant	500	0				
Sub-total	\$1,520	\$0	\$0	\$0	\$0	\$0

City of Bainbridge Island — Capital Project Summary

Waterfront Park City Dock Replacement



DESCRIPTION	This project provides for replacement of the Waterfront Park City Dock and expansion of the Boat Ramp.
BENEFIT	Maintain utility of public infrastructure associated with the City park. Ensure user safety is maintained. Enhance accessibility and utility for various user groups.
SCHEDULE	Design beginning in 2013; additional design and construction to continue in 2014 - 2016.
Annual \$ Impact on Operating Budget	Unknown at this time, still in design phase
CATEGORY	

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting	220					
Construction		1,847				
2% Contribution to Public Art Account		25				
Sub-total	\$220	\$1,872	\$0	\$0	\$0	\$0
FUND SOURCES (1,000's)						
General Fund	\$220	\$1,037	\$0	\$0	\$0	\$0
Grant	\$0	\$835				
Sub-total	\$220	\$1,872	\$0	\$0	\$0	\$0

City of Bainbridge Island — Capital Project Summary

Public Safety Facility Project

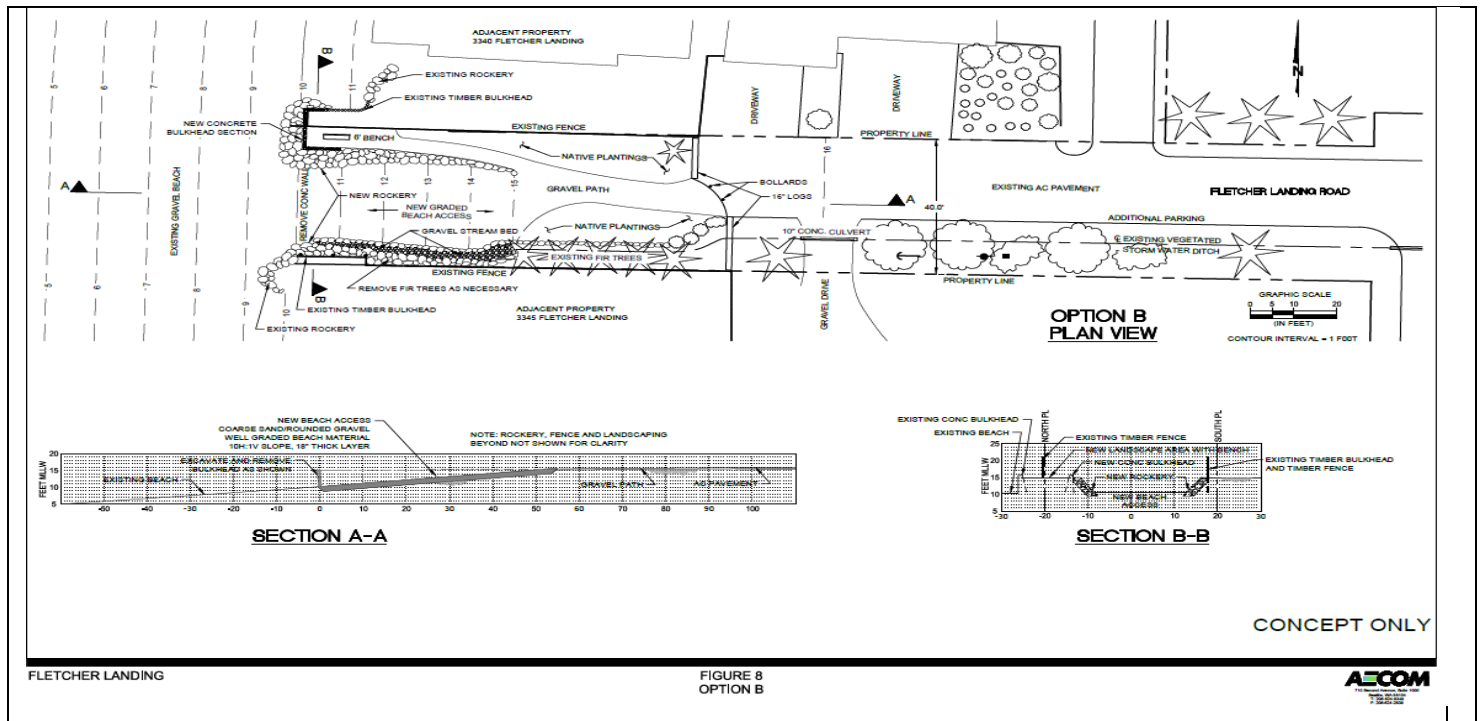


DESCRIPTION	This project provides for a replacement Police Station and relocated Municipal Court
BENEFIT	Replacement Police facility will provide adequate space for current and future departmental needs, while correcting numerous space, structural, and security deficiencies in the current facility. New Court facility will replace existing leased space, which marginally meets current requirements and will allow operational efficiencies by being co-located with the City Hall and Police Station municipal complex.
SCHEDULE	Design beginning in 2015; Construction 2016-2017
Annual \$ Impact on Operating Budget	Unknown at this time, still in design phase
CATEGORY	

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020	
Design/permitting	500						
ROW							
Construction							
2% Contribution to Public Art Account							
Sub-total	\$500	\$0	\$0	\$0	\$0	\$0	
FUND SOURCES (1,000's)							
General Fund	\$500	\$0	\$0	\$0	\$0	\$0	
Sub-total	\$500	\$0	\$0	\$0	\$0	\$0	

City of Bainbridge Island — Capital Project Summary

City Road Ends Improvements (Island-Wide)



DESCRIPTION	This project provides for infrastructure enhancements at various City-owned road ends.
BENEFIT	The project will enhance public access to the waterfront. Ensure user safety is maintained. Enhance accessibility and utility for various user groups.
SCHEDULE	Design and Construction in 2015
Annual \$ Impact on Operating Budget	Unknown at this time, still in design phase
CATEGORY	

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting	0					
ROW	0					
Construction	150					
2% Contribution to Public Art Account	3					
Sub-total	\$153	0	0	0	0	0
FUND SOURCES (1,000's)						
General Fund	153					
SSWM Fund	0					
STP Grant	0					
Sub-total	\$153	0	0	0	0	0

City of Bainbridge Island — Capital Project Summary

HVAC System Equipment Upgrade

City Hall

280 Madison Avenue

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DESCRIPTION	The City Hall HVAC system upgrade project is based on the recommendation of the city's current HVAC service provider, Air Management Systems Inc. The City Hall is served by 21 individual heat pumps. The heat pumps are currently 13 years old and have an estimated life expectancy of 12 – 15 years. The heat pump that serves the Information Technology room will be replaced in 2013. The City Hall HVAC system upgrade project will replace 4 heat pumps each year from 2014 through 2018. This project will insure systems reliability and avoid costly unscheduled failures.
BENEFIT	Systems reliability.
SCHEDULE	Construct 2014, 2015, 2016, 2017, 2018
Annual \$ Impact on Operating Budget	None
CATEGORY	

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting						
ROW						
Construction	41	42	43	44		
Sub-total	\$41	\$42	\$43	\$44	\$0	\$0
FUND SOURCES (1,000's)						
General Fund	41	42	43	44		
Sub-total	\$41	\$42	\$43	\$44	0	0

City of Bainbridge Island
DRAFT Water CIP (2015- 2020)
2016 Update

10/2/2015
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Project	Location	Grant Eligible	Grant Awarded	Grant Funds General Comp	2015	2016	2017	2018	2019	2020	2021 - 2034
WATER PROJECTS - 6-YEAR CIP											
Annual Preservation Program					147	148	151	154	157	160	2,170
Wing Point Way Water Line Replacement					769						
Olympic Drive Water Line Replacement						100					
WATER PROJECTS - 20-YEAR CIP											
Winslow Way Reconstr.-Ph 2	Madison to Grow						TBD	TBD			
Taylor Avenue Well											TBD
Sands Well #2											TBD
High School Reservoir											TBD
Fletcher Bay Well											TBD
Wyatt High Zone Main	Madison - Grow										TBD
TOTALS					916	248	151	154	157	160	2,170

City of Bainbridge Island — Capital Project Summary

Water System Annual Preservation Program (Water System Wide)



DESCRIPTION	This project addresses system-wide water system preservation projects. Specific projects will be determined as identified during annual inspection and maintenance program. Typical projects include pipe replacement, water valve replacement/repairs, water meter replacement/repairs, pressure reducing station replacement/repairs, etc.
BENEFIT	Improved water system reliability and increased system life.
SCHEDULE	Design and Construction all years.
ANNUAL \$ IMPACT ON OPERATING BUDGET	None
CATEGORY	Deficiency 1B,M, SC

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting	-	-	-	-	-	-
ROW	-	-	-	-	-	-
Construction	147	148	151	154	157	160
Sub-total	\$147	\$148	\$151	\$154	\$157	\$160
FUND SOURCES (1,000's)						
Water Fund	\$147	\$148	\$151	\$154	\$157	\$160
Sub-total	\$147	\$148	\$151	\$154	\$157	\$160

City of Bainbridge Island — Capital Project Summary

Wing Point Way Non Motorized Improvement (From Ferncliff to Park)



DESCRIPTION	Reconstruct roadway surfacing and drainage. Provide sidewalk, on the downhill side, and shoulders, on the uphill side. Water and sewer utility repairs are also included.
POLICY	Project Identified in CIP. Council authorized grant and Design Contract award August, 2013
BENEFIT	Preservation, safety enhancement, & non-motorized level of service.
SCHEDULE	The City received grant funding for the design phase in the summer of 2013. The City contracted with HDR. Design began in late 2013 and continued with permitting in 2014. The City submitted application for grant funding in 2014 for the construction phase.
ANNUAL \$ IMPACT ON OPERATING BUDGET	None
CATEGORY	M/E, GC, Tier 1(Current Deficiency), Priority A.

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting						
ROW						
Construction	3,381					
Sub-total	3,381	0	0	0	0	0
FUND SOURCES (1,000's)						
Street Fund	209					
Storm Drain Fund	-					
Water	769					
Sewer	1,073					
STP Grant	1,330					
Sub-total	3,381	\$0	0	0	0	0

City of Bainbridge Island — Capital Project Summary

SR305 – Olympic Drive Non-Motorized Improvement Project Harbor Drive to Winslow Way



DESCRIPTION	Olympic Drive is a roadway with inadequate pedestrian and bicycle accommodations. This project provides improvements for pedestrians and cyclists along this heavily trafficked roadway. Phased project.
BENEFIT	Non motorized level of service improvement, safety enhancement.
SCHEDULE	Phase 1 Design in late 2013 and 2014, Construction in 2015. Phase 2 eligible for grant application in 2016.
ANNUAL \$ IMPACT ON OPERATING BUDGET	None
CATEGORY	Deficiency 1B, E; SC

PROJECT COSTS (1000's)	2015	2016	2017	2018	2019	2020
Design / Permitting	-	-	175			
ROW	-	-	-			
Construction	724	100	443			
2% Contribution to Public Art Account	2	-	3			
Sub-total	\$726	\$100	\$621	\$0	\$0	\$0
FUND SOURCES (1000's)						
General Fund	82	-	173			
Water Fund	-	100	-			
Grant	644	-	448			
Sub-total	\$726	\$100	\$621	\$0	\$0	\$0

City of Bainbridge Island
DRAFT Sewer CIP (2015 - 2020)
2016 Update

10/5/2015
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Project	Location and/or Phase	Grant Eligible	Grant Awarded	Grant Funds	General Comp	Srts Component	Wtr Component	Swr Component	SSWM Comp	2015	2016	2017	2018	2019	2020	2021 - 2034
SEWER PROJECTS - 6-YEAR CIP																
Annual Preservation Program								Y		149	152	155	158	161	161	2,240
Wing Point Way Sewer	Wing Point					Y	Y	Y		1,073						
Rehabilitate Pump Station	Village											100	400			
Pump Station/Force Main Upgrade	NTW/New Brooklyn/Madison										700					
Pump Station/Force Main Upgrade	Lynwood Center										600					
Rehabilitate Pump Station	Wing Point												40	350		
Rehabilitate Pumps	Sunday Cove													120		
SEWER PROJECTS - 20-YEAR CFP																
Lift Station SCADA Upgrades	Ferry,Hawley, Islkand Terrace,Klickitat															TBD
Replace Beach Sewer Force Main	Lower Lovell															TBD
Winslow Way Reconstr.-Ph 2	Madison to Grow					Y	Y	Y								TBD
Pump Station Upgrade - Various						Y	Y	Y								TBD
WWTP Upgrade - Various	Hawley															TBD
Extend Outfall	Wing Point															TBD
TOTALS										1,222	1,452	255	598	631	161	2,240

City of Bainbridge Island — Capital Project Summary

Sewer System Annual Preservation Program (Sewer System Wide)



DESCRIPTION	This project addresses system-wide sewer system preservation projects. Specific projects will be determined as identified during annual inspection and maintenance program. Typical projects include pipe replacement, inflow/infiltration elimination, pump station repairs, manhole repairs, etc.
BENEFIT	Improved sewer system reliability and increased system life.
SCHEDULE	Design and Construction all years.
ANNUAL \$ IMPACT ON OPERATING BUDGET	None
CATEGORY	Deficiency 1B,E/N; SC

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting	15	15	16	16	16	16
ROW	0					
Construction	134	137	139	142	145	145
Sub-total	\$149	\$152	\$155	\$158	\$161	\$161
FUND SOURCES (1,000's)						
Sewer Fund	\$149	\$152	\$155	\$158	\$161	\$161
Sub-total	\$149	\$152	\$155	\$158	\$161	\$161

City of Bainbridge Island — Capital Project Summary

Wing Point Way Non Motorized Improvement (From Ferncliff to Park)



DESCRIPTION	Reconstruct roadway surfacing and drainage. Provide sidewalk, on the downhill side, and shoulders, on the uphill side. Water and sewer utility repairs are also included.
POLICY	Project Identified in CIP. Council authorized grant and Design Contract award August, 2013
BENEFIT	Preservation, safety enhancement, & non-motorized level of service.
SCHEDULE	The City received grant funding for the design phase in the summer of 2013. The City contracted with HDR. Design began in late 2013 and continued with permitting in 2014. The City submitted application for grant funding in 2014 for the construction phase.
ANNUAL \$ IMPACT ON OPERATING BUDGET	None
CATEGORY	M/E, GC, Tier 1(Current Deficiency), Priority A.

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting						
ROW						
Construction	3,381					
Sub-total	3,381	0	0	0	0	0
FUND SOURCES (1,000's)						
Street Fund	209					
Storm Drain Fund	-					
Water	769					
Sewer	1,073					
STP Grant	1,330					
Sub-total	3,381	\$0	0	0	0	0

City of Bainbridge Island — Capital Project Summary

Pump Station Upgrade

Village Pump Station



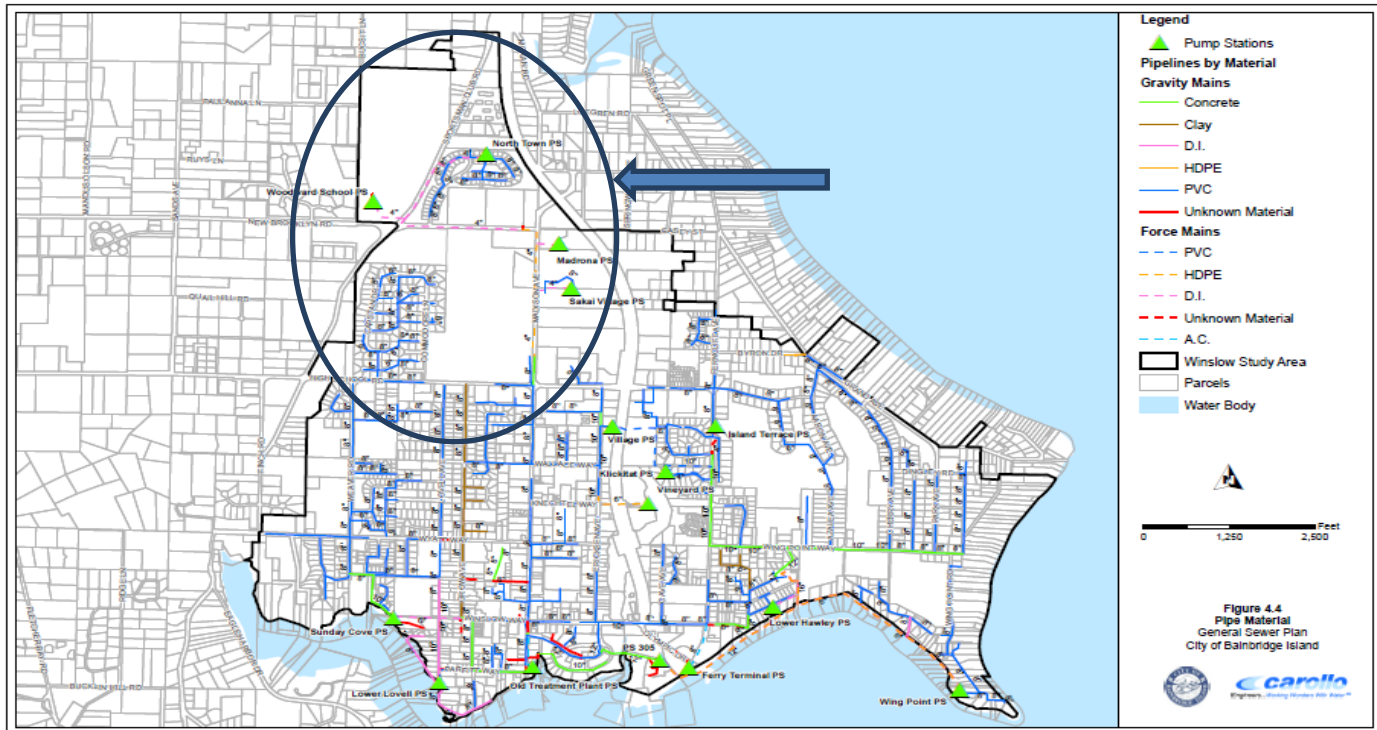
DESCRIPTION	The Village Pump Station is expected to require capacity upgrades by 2025. To meet 2035 projected flows, the Village Pump Station needs to be upgraded to a firm capacity of approximately 850 gpm. Additionally, the Village Pump Station has not been upgraded since its installation in 1979. Due to age, the station's valves, controls, and telemetry need to be replaced. The drywell and wet well are showing signs of advanced corrosion. This station will require a comprehensive rehabilitation similar to the City's 2006 Highway 305 Pump Station upgrade project.
POLICY	
BENEFIT	System capacity and reliability
SCHEDULE	Design in first year and construct in second year
ANNUAL IMPACT ON OPERATING BUDGET	Still in planning phase
CATEGORY	Deficiency 1B, E; SC

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting		100				
Construction			400			
Sub-total	\$0	\$100	\$400	\$0	\$0	\$0
FUND SOURCES (1,000's)						
Sewer Fund		\$100	\$400			

City of Bainbridge Island — Capital Project Summary

Pump Station/Force Main Upgrade

North Town Woods/New Brooklyn Road and Madison Ave.



DESCRIPTION	This project provides upgrades to the City's North Town Woods sanitary sewer pump station and force main pipe in New Brooklyn Rd. and Madison Ave. These upgrades will increase the capacity of the sewer system to serve the planned service area.
POLICY	
BENEFIT	System capacity and reliability
SCHEDULE	Design and construct in first year
ANNUAL IMPACT ON OPERATING BUDGET	Still in planning phase
CATEGORY	Deficiency 1B, E; SC

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting		150				
Construction		550				
Sub-total	\$0	\$700	\$0	\$0	\$0	\$0
FUND SOURCES (1,000's)						
Sewer Fund		700				

City of Bainbridge Island — Capital Project Summary

Pump Station/Force Main Upgrade

Lynwood Center



DESCRIPTION	This project provides upgrades to the City's Lynwood Center sanitary sewer pump station and force main pipe to the Sewer District #7 treatment plant. These upgrades will increase the capacity of the sewer system to serve the planned service area.
POLICY	
BENEFIT	System capacity and reliability
SCHEDULE	Design and construct in first year
ANNUAL IMPACT ON OPERATING BUDGET	None
CATEGORY	Deficiency 1B, E; SC

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting		100				
Construction		500				
Sub-total	\$0	\$600	\$0	\$0	\$0	\$0
FUND SOURCES (1,000's)						
Sewer Fund		600				

City of Bainbridge Island
Draft Stormwater CIP (2015 - 2020)
2016 Update

10/2/2015
12:00 PM

Project	Grant Eligible	Grant Awarded	Grant Funds	2015	2016	2017	2018	2019	2020	2021 - 2034
STORMWATER PROJECTS - 6-YEAR CIP										
2015-20 Annual Stormwater Preservation				100	100	291	297	303	309	4326
Wardwell Rd Reconstruction and Drainage Imp.	X		698			950				
Wardwell Rd Culvert (Woodward Creek)						45	200			
Mtn. View Dr. Reconstruction and Drainage Imp.				12	41					
Yeomalt Area Drainage Improvements	X		413			550				
Blakely Falls Creek Culvert (Halls Hill)						150				
Waterfront Park Outfall Reconstruction	X		128			45	125			
Deep Culvert Preservation Assessment				75						
Deep Culvert Preservation Program					50	200	250	200	250	2500
Eagle Hrbr Dr. McDonald Creek Culvert Repair						40	80			
Eagle Hrbr Dr. Creosote Creek Culvert Repairs							50	150		
Rockaway Beach Rd. Outfall				50	150					
Country Club Rd. Reconstruction & Drainage Impr.						75				
Blakely Avenue Drainage Improvements							45	30	250	
C40 Eagle Harbor Phase 1						60	25	8	440	
Springbrook Creek Restoration and Culvert Replace	X		450			600				
STORMWATER PROJECTS - 20-YEAR CIP										
<i>Culvert and Outfall Projects:</i>										
Miller Rd at Issei Creek Culvert Replacement										TBD
Yeomalt Outfall Improvements										TBD
Country Club Rd at Mac's Dam Creek Culvert Replace										TBD
Southbeach Drive Culvert & Outfall Impr.										TBD
<i>Area Drainage Projects:</i>										
Hansen Road Area Drainage Improvements										TBD
Park Avenue Area Drainage Improvements										TBD
Sunrise Drive Area Drainage Improvements										TBD
Manzanita Area Drainage Improvements										TBD
Battle Point Dr. and Skinner Rd Area Drainage Impr.										TBD
Venice Loop Area Drainage Improvements										TBD
<i>Puget Sound Partnership LIO Projects:</i>										
Management Reserve for Water Quality Projects										TBD
Salt Marsh and Creek Restoration	X									TBD
WF Park Bulkhead Removal and Conveyance Retrofit	X									TBD
Point Monroe Lagoon/ Faye Bainbridge Outfall	X									TBD
Blakely Hill Road Drainage and Outfall Imp.	X									TBD
Yeomalt Madrona Retrofits and Outfall Imp.	X									TBD
Madison South and Winslow Way East Retrofits	X									TBD

Amounts in thousands

City of Bainbridge Island
Draft Stormwater CIP (2015 - 2020)
2016 Update

10/2/2015
12:00 PM

Project	Grant Eligible	Grant Awarded	Grant Funds	2015	2016	2017	2018	2019	2020	2021 - 2034
Euclid Culvert Replacement	X									TBD
TOTALS				237	341	3006	1072	691	1249	TBD
Grant Totals				0	0	1595	94	0	0	TBD
City Funding				237	341	1,412	978	691	1,249	TBD

City of Bainbridge Island — Capital Project Summary

Annual Stormwater Preservation

(Location: Islandwide)



DESCRIPTION	This program provides for on-going repair or replacement of conveyance structures such as cross culverts, catch basins & underground storm piping. The program typically funds projects with construction costs less than \$100,000 and with less complex design and permitting. As of 2013, 95 of the City's 1,180 cross culverts were in need of repair/ replacement.
BENEFIT	Preservation
SCHEDULE	Study Year 1
ANNUAL \$ IMPACT ON OPERATING BUDGET	None
CATEGORY	M/E, GC, Tier 1 (Preservation), Priority A.

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting	100	100	291	297	303	309
ROW						
Construction						
Sub-total	\$100	100	291	297	303	309
FUND SOURCES (1,000's)						
General Fund						
SSWM Fund	100	100	291	297	303	309
Grant						
Sub-total	\$100	100	291	297	303	309

City of Bainbridge Island — Capital Project Summary

Wardwell Road Culvert (Woodward Creek Fish Passage Culvert)



DESCRIPTION	Woodward Creek overtops Wardwell Road during storm events and backs up, flooding private property. Recommend replacement of a failing culvert with a new fish passage culvert. This project may be combined with the Wardwell Road Reconstruction and Drainage Project. Temporary construction easements may be needed.
BENEFIT	Replaces an undersized culvert and addresses fish passage. The project furthers the water quality and habitat goals of the Murden Cove Watershed Nutrient and Bacteria Reduction Project.
SCHEDULE	Y1 Design and Permitting, Y2 Construction.
ANNUAL \$ IMPACT ON OPERATING BUDGET	None
CATEGORY	M/E, GC, Tier 1, Priority B

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting			\$45			
ROW			0			
Construction			0	200		
Sub-total	\$0	\$0	\$45	\$200	0	0
FUND SOURCES (1,000's)						
Street Fund						
Storm Drain Fund			\$45	\$200		
DOE Grant						
Sub-total	\$0	\$0	\$45	\$200	0	0

City of Bainbridge Island — Capital Project Summary

Mountain View Road Reconstruction Project (From Manitou)

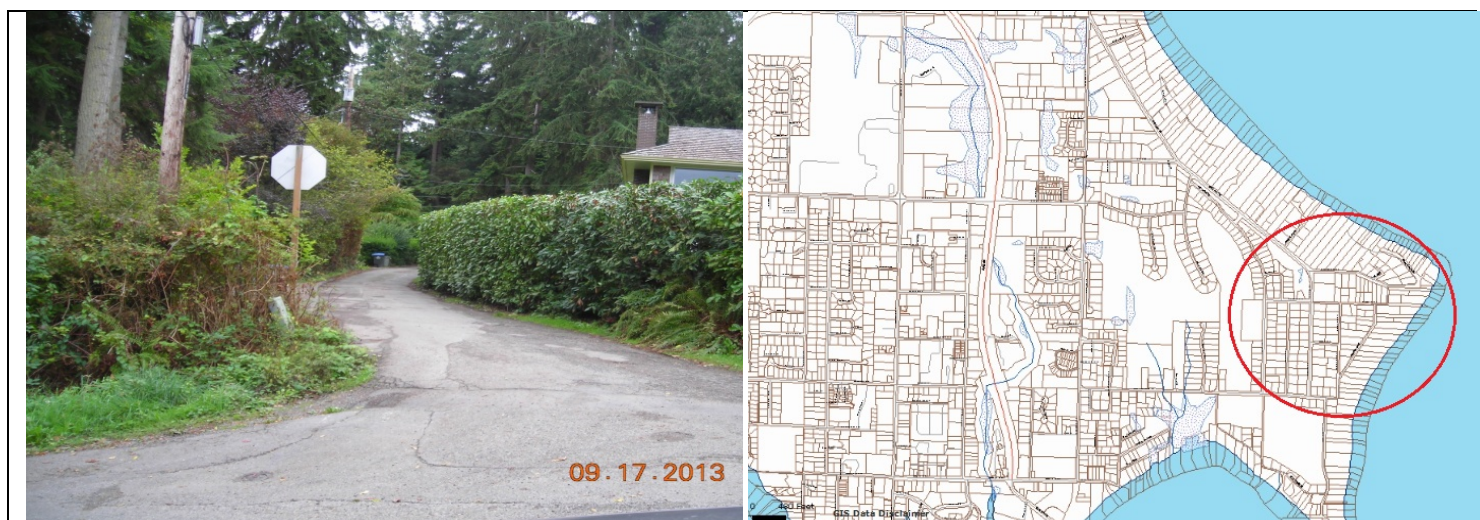
	
DESCRIPTION	Provides for roadway surfacing reconstruction and storm drainage improvements on Mountain View. Work includes upgrading the inlet condition at the outfall to address a capacity deficiency. This work was identified in the 2012 Area Drainage Study performed by Brown Wheeler Engineering. Note that a significant portion of the work is associated with stormwater improvements.
BENEFIT	Provides for surfacing repairs. Currently the roadway lacks conveyances for storm water. The project provides for conveying storm water and improves the capacity of the existing outfall. Providing conveyances better accommodates fronting property owner stormwater drainage above Gertie Johnson Road and Rolling Bay Walk which has a history of slides.
SCHEDULE	Design to be completed in 2014. Construction delayed due to staff resource issues.
ANNUAL \$ IMPACT ON OPERATING BUDGET	None
CATEGORY	M/E, GC, Tier 1, Priority A

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting	32					
Construction		107				
Sub-total	\$32	\$107	0	0	0	0
FUND SOURCES (1,000's)						
General Fund	20	66				
SSWM Fund	12	41				
Grant	0					
Sub-total	\$32	\$107	0	0	0	0

City of Bainbridge Island — Capital Project Summary

Yeomalt Area Drainage Improvements Project

(Area bordered by Cherry, Yeomalt Drive, Madrona, and Wing Point Way)



DESCRIPTION	Provides for storm drainage improvements in the Yeomalt area. The City completed design in 2014 with funds received from a DOE grant for water quality improvements. This work was identified in the 2013 Area Drainage Study performed by Browne Wheeler Engineering. The City plans to apply for grant funding for this project in 2015 and anticipates that a local match of 25% will be required.
BENEFIT	Much of the Wing Point area above Yeomalt Point was developed before regulations required conveyance systems. Currently there are drainage problems in many areas and or existing conveyances are lacking or inadequate.
SCHEDULE	Design to be completed in 2014. Candidate for grant funding application in 2015.
ANNUAL \$ IMPACT ON OPERATING BUDGET	Unknown at this time, still in design phase
CATEGORY	E/N, GC, Tier 1, Priority A.

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting						
ROW						
Construction			550			
Sub-total	\$0	\$0	\$550	\$0	\$0	\$0
FUND SOURCES (1,000's)						
General Fund			0			
SSWM Fund			\$137			
DOE Grant			413			
Sub-total	\$0	\$0	\$550	\$0	\$0	\$0

City of Bainbridge Island — Capital Project Summary

Waterfront Park Outfall Reconstruction (East of Dock)



DESCRIPTION	Provides for a removal of an old deep water outfall and a water quality structure. The Department of Natural Resources has required that the outfall be removed from the aquatic land habitat and conservancy. The City Council authorized a Grant Application for the project in 2013, but the City did not receive funding in that grant cycle.
BENEFIT	Addresses obligation by the City and provides water quality improvement for a conveyance receiving significant run off from parking areas.
SCHEDULE	Design and Construction upon grant receipt.
ANNUAL \$ IMPACT ON OPERATING BUDGET	None
CATEGORY	M/E, GC, Tier 1, Priority C.

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting			45	0		
ROW			0	0		
Construction			0	125		
Sub-total	\$0	\$0	\$45	\$125	0	0
FUND SOURCES (1,000's)						
Street Fund			0			
Storm Drain Fund			11	31		
Grant			34	94		
Sub-total	\$0	\$0	\$45	\$125	0	0

City of Bainbridge Island — Capital Project Summary

Deep Culvert Preservation Assessment

(Location: Island-wide)



DESCRIPTION	Many culverts in deep ravines are deteriorating. This project will identify and inspect deep culverts, assess conditions, and provide repair recommendations. Providing repairs extends service life and avoids more costly replacements. Most of the Island's deep culverts were constructed of concrete pipe in the 50's and 60's or corrugated metal pipe in the 60's and 70's. Many deep culverts are showing signs of failure such as settlement, heavy corrosion, separations, and dropped sections. Failures have occurred in recent years (Hidden Cove Rd at Coho Creek, Sunrise Drive at Rolling Bay Creek) and this program will help mitigate risk of potential catastrophic failures at deep culverts.
BENEFIT	Preservation
SCHEDULE	Study Year 1
ANNUAL \$ IMPACT ON OP BUDGET	None
CATEGORY	M/E, GC, Tier 1 (Preservation), Priority A.

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting	75					
Construction						
Sub-total	\$75	0	0	0	0	0
FUND SOURCES (1,000's)						
Street Fund						
SSWM Fund	75					
Sub-total	\$75	0	0	0	0	0

City of Bainbridge Island — Capital Project Summary

Deep Culvert Preservation Program

(Location: Island-wide)



Note: Green dots – Repair/Replace, Red dots - Evaluate

DESCRIPTION	Provides for the repair of culverts in deep fill sections island-wide. Assumption: culverts can be repaired using trenchless technologies, no ROW acquisition (limited to temp construction easements), repair one culvert per year over next 6 years.
BENEFIT	Preservation. Cost benefit in that repairs are far less expensive than replacements.
SCHEDULE	Study Year 1
ANNUAL \$ IMPACT ON OP BUDGET	Unknown at this time
CATEGORY	M/E, GC, Tier 1 (Preservation), Priority A.

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting	0	50	50	50	50	50
ROW						
Construction			\$150	200	150	200
Sub-total	\$0	\$50	\$200	\$250	\$200	\$250
FUND SOURCES (1,000's)						
Street Fund						
SSWM Fund	0	\$50	\$200	\$250	\$200	\$250
Grant						
Sub-total	\$0	\$50	\$200	\$250	\$200	\$250

City of Bainbridge Island — Capital Project Summary

Eagle Harbor Drive at McDonald Creek Culvert Replacement (5530 Eagle Harbor Drive)



DESCRIPTION	The existing concrete culvert is perched at its outlet and a section of pipe has dropped. Shoulder settlement is an indicator there may be separations. The project provides for the repair of existing concrete culvert assuming trenchless methods can be employed to line culvert.
BENEFIT	Preservation. Avoid much more costly replacement. Mitigate failure risk.
SCHEDULE	Preliminary budget and schedule information pending Island-wide Deep Culvert Assessment.
ANNUAL \$ IMPACT ON OPERATING BUDGET	None
CATEGORY	M, GC, Tier 1, Priority A

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting			40			
ROW						
Construction				80		
Sub-total	\$0	\$0	\$40	\$80	\$0	\$0
FUND SOURCES (1,000's)						
Street Fund						
SSWM Fund			40	80		
Grant						
Sub-total	\$0	\$0	\$40	\$80	\$0	\$0

City of Bainbridge Island — Capital Project Summary

Country Club Road Reconstruction and Drainage Improvement

(From Toe Jam Hill Road to the Seawall)



DESCRIPTION	The current roadway and fronting properties flood. The roadway surfacing is in poor condition. The project provides for raising the roadway to a higher elevation, reconstructing roadside ditches to flow, and restoring the surfacing. Temporary construction easements are needed for adjusting driveway elevations. The project design, permitting, and easement acquisition is envisioned to be performed in house by Engineering Staff.
BENEFIT	Addresses surfacing repair and flooding.
SCHEDULE	Design, Permit, Easements year 1, Construct year 2.
ANNUAL \$ IMPACT ON OPERATING BUDGET	None
CATEGORY	M/E, GC, Tier 1, Priority A.

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting			0			
ROW			*			
Construction			250			
Sub-total	\$0	\$0	\$250	0	0	0
FUND SOURCES (1,000's)						
Street Fund			175			
SSWM Fund			75			
Grant						
Sub-total	\$0	\$0	\$250	0	0	0

City of Bainbridge Island — Capital Project Summary

Blakely Ave. Drainage Improvements

(In the vicinity of Blakely Hill and Halls Hill intersection and BIMPD Parklands)

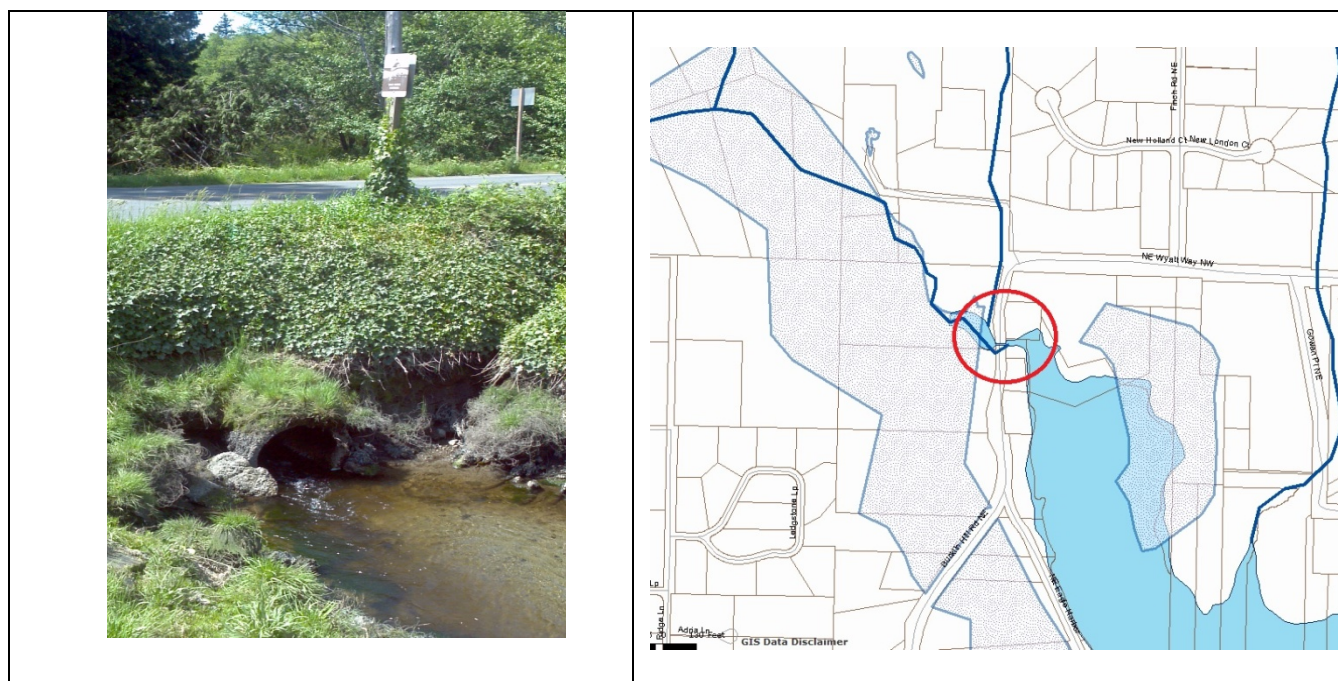


DESCRIPTION	Blakely Avenue in the vicinity of the head of Blakely Harbor and the adjacent Park lands flood. Also, there are drainage problems at the bottom of Blakely Hill road that often contribute to water on the roadway and the potential for icing at the intersection. The project will provide for drainage improvements. Portions of the improvements would be located outside of the ROW and on Park property.
BENEFIT	Addresses water on roadway and poor drainage.
SCHEDULE	Design, Permit, ROW year 1, Construct year 2
ANNUAL \$ IMPACT ON OPERATING BUDGET	None
CATEGORY	M/E, GC, Tier 1, Priority A.

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting				45	30	
ROW					*	
Construction						250
Sub-total				45	30	250
FUND SOURCES (1,000's)						
Street Fund						
SSWM Fund				45	30	250
Grant						
Sub-total				45	30	250

City of Bainbridge Island — Capital Project Summary

C40 Eagle Harbor Drive Phase 1 (Head of the Bay North of Green Light Automotive)



DESCRIPTION	Culvert backs up and floods roadway and adjacent properties during storm events. Provides for the replacement of existing culvert with a new concrete box culvert or bridge. Refer to the C40-Eagle Harbor Drive – Phase 1 project for cost information.
BENEFIT	Preservation. Addresses flooding. Improves water quality, habitat, and provides for fish passage.
SCHEDULE	Preliminary Design and Right-of-Way needed to verify scope, schedule, and budget.
ANNUAL \$ IMPACT ON OPERATING BUDGET	None
CATEGORY	E/N, GC, Tier 1, Priority A.

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting						
ROW						
Construction			60	25	8	440
Sub-total	\$0	0	\$60	\$25	\$8	\$440
FUND SOURCES (1,000's)						
Street Fund						
SSWM Fund			60	25	8	440
Grant						
Sub-total	\$0	0	\$60	\$25	\$8	\$440

City of Bainbridge Island — Capital Project Summary

Springbrook Creek Restoration and Culvert Replacement (Vicinity of High School and Fletcher Intersection)



DESCRIPTION	Upgrade old culverts to fish passage culverts and restore section of creek that has been degraded. This project has been identified as a high priority by the LIO, and there may be an opportunity to obtain grant funds.
BENEFIT	Culvert Preservation, Environmental – Water Quality, Habitat
SCHEDULE	3 to 4 years to design, acquire easement, permit, and construct.
ANNUAL \$ IMPACT ON OPERATING BUDGET	Unknown at this time
CATEGORY	M, GC, Tier3, Priority C.

PROJECT COSTS (1,000's)	2015	2016	2017	2018	2019	2020
Design/permitting						
ROW						
Construction			600			
Sub-total	0	0	600	0	0	0
FUND SOURCES (1,000's)						
Street Fund						
SSWM Fund	0		150			
DOE Grant	0		450			
Sub-total	\$0	0	\$600	0	0	0

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: 8:15 PM Ordinance No. 2015-33, Mid-Biennial Budget Modifications, AB 15-186 – Finance	Date: 10/6/2015
Agenda Item: STAFF INTENSIVE	Bill No.: 15-186
Proposed By: Ellen Schroer, Finance Director	Referrals(s):

BUDGET INFORMATION

Department: Finance	Fund: Various	
Expenditure Req: As detailed in the attachments	Budgeted? No	Budget Amend. Req? Yes

REFERRALS/REVIEW

:	Recommendation:	
City Manager:	Legal:	Finance:

DESCRIPTION/BACKGROUND

Action Item:

Consider adjustments to the approved 2016 budget. All adjustments are included in the fund totals attached to this ordinance.

History:

The City of Bainbridge Island adopted Ordinance No. 2008-11 providing for a biennial budget process for years after 2010, and prepared biennial budgets for the 2011-2012, 2013-2014 and 2015-2016 biennia. In November of 2014, the City of Bainbridge Island adopted a biennial budget for 2015 and 2016. In July of 2013, the City adopted Ordinance 2013-23, which provides for a mid-biennial review of the budget and for modifications, as approved by the Council.

The City Manager has proposed a set of adjustments for 2016 to the City Council, and several Council meetings have included budget discussions.

The City of Bainbridge Island prepares a biennial budget, which provides a financial plan for two years. The Council approved a budget for 2016 late in the fall of 2014 to which City administration is now proposing a limited number of adjustments for consideration. There is time set aside on this agenda for discussion and questions. Additional time will be set aside at future meetings for Council discussion, community input and a public hearing.

The proposed budget adjustments are explained in more detail in the attached documents.

The mid-biennial adjustments do not propose significant changes to the programs and services currently offered by the City.

RECOMMENDED ACTION/MOTION

Motion:

I move that the City Council schedule a public hearing on Ordinance No. 2015-33, 2016 Mid-Biennial Budget Modifications for October 27, 2015 and forward Ordinance No. 2015-33 to the November 3, 2015 Council meeting.

ATTACHMENTS:

Description	Type
▣ Transmittal Memo and Overview	Backup Material
▣ Budget Modification Summaries	Backup Material
▣ Ordinance 2015-33	Backup Material



City of Bainbridge Island

DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES

MEMORANDUM

TO: City Council
Doug Schulze, City Manager

FROM: Ellen Schroer, Director of Finance and Administrative Services

DATE: October 2, 2015

RE: City of Bainbridge Island 2016 Budget Adjustments

The City of Bainbridge Island prepares a biennial budget, which provides a financial plan for two years, and is intended to allow both the Council and City administration to set longer-term priorities and plans. The biennial budget cycle supports efficient operations by minimizing budget development activities in mid-cycle years. The Council approved a budget for 2016 late in the fall of 2014 to which City administration is now proposing a limited number of adjustments for consideration. The proposed budget adjustments are explained in more detail in the attached documents. The mid-biennial adjustments do not propose significant changes to the programs and services currently offered by the City.

As discussed in the 2015 mid-year financial report, the City expects to end 2015 with more financial resources than originally planned in its General Fund. Due to a combination of strong 2014 financial performance and 2015 revenue growth, we estimate adding one-time funds of approximately \$2.0 million. Current forecasts show 2016 revenue estimates for significant General Fund and Building and Development Services revenues can be increased by a total of roughly \$1.0 million. Taken together, forecasts indicate roughly \$3.0 million in one-time General Fund resources available in 2016.

As we consider the City's strong financial position, it is important to remember that there are significant discussions underway with potential financial impacts to the City's General Fund, and already-established commitments to projects in 2017-2018 in the CIP. City General Fund spending on capital projects and equipment over those two years is \$2.7 million; grant funds will provide another \$3.8 million of support to the projects. Open questions with potential General Fund financial impacts include the voters' decision whether or not to authorize voter-approved bonds to support a Public Safety facility, Council decisions regarding the Surface and Storm Water utility, and a pending state decision regarding a grant application to support a planned project at the City Dock. Because these decisions, two of which are outside of the City's control, could change City financial expenditure plans, we are not proposing to increase 2016 budgeted expenditures to spend the increased revenue at this time. These funds will remain available to support future decision-making once more complete information is available in the first quarter of 2016.

The 2016 budget adjustments include a limited number of changes made to address significant priorities of the City Council and administration.

Adjustments can be grouped as follows:

1. Capital. These budget adjustments reflect changes to previously approved projects, or additional projects identified through staff analysis.
2. City programs and services. These budget adjustments reflect changes to City programs and staffing in support of ongoing efforts including customer service, utility services, and energy efficiency initiatives.
3. Technical changes. These budget adjustments reflect updated estimates of starting fund balance, along with updated forecasts of some revenue items including sales tax revenue, utility revenues, and Real Estate and Excise Tax (REET). Details are provided in the attached materials.

With these proposed adjustments, the 2016 budget continues to meet the City's guiding fiscal priorities:

- Improve efficiency, effectiveness, responsiveness, quality and productivity of government services;
- Hold recurring expenses less than recurring revenues, and
- Fully fund all policy reserves.

I look forward to working with you to discuss the proposed amendments and approve a final budget for 2016.

Attachments:

- Operating and Capital Budget Adjustments
- Summary and Reserves
- Budget Reports
- Budget Queries 1 - 7
- Ordinance 2015 – 33 Approving the 2016 Budget Modifications

2016 Budget Adjustments

The 2016 budget adjustments use the approved 2016 budget, and the City's current programs and services, as a starting point. The changes described below represent the differences from the current approved budget.

Adjustments presented can be grouped into three categories:

1. **Capital.** During the summer of 2015, staff performed an annual update to capital plans, which is presented along with the budget modifications. The adjustments below reflect anticipated budget impacts and the most recent estimates of project cost, timing and funding sources.
2. **City programs and services.** These are adjustments to reflect changes to City service delivery.
3. **Technical.** These are adjustments to reflect known changes in costs to deliver the city's current services or revenues from current revenue sources. All adjustments to revenue budgets fall into this category.

ADJUSTMENTS TO CAPITAL BUDGETS

The budget adjustments reflect changes to funding in alignment with the updated information related to capital projects. Updates reflect current information on grants, and additional information based on recent work related to the sewer utility.

1. **Transportation projects** continue as previously approved, with the exception of starting the Wyatt Way Reconstruction Project in 2016 rather than 2017 due to receipt of a \$2.5 million grant. This moves \$134,000 in City contributions to this project into 2016. The anticipated City contribution remains at \$1.2 million for the Wyatt Way project, but will occur in 2016 – 2018 rather than 2017 - 2020.
2. **Non-motorized transportation projects** continue as previously approved, with the exception of delaying the Sound to Olympics Trail Phase III as the City did not receive a grant which would have been part of the project's funding. Prioritization of non-motorized transportation projects is ongoing and may affect future project plans, including the Waterfront Park Bridge Project, which now shows in the non-motorized section of the CIP.
3. **Water utility projects** continue as previously approved. One new project is added for water utility work on Olympic Drive.
4. **Sewer utility projects** are updated based on information provided by the General Sewer Plan and other ongoing analysis of the utility's capital needs. New projects include pump station and force main upgrades at the North Town Woods and Lynwood locations, totaling \$1.3 million.
5. **Surface and Storm Water Management utility projects** continue as previously approved.
6. **Fleet and equipment expenditures** increased by \$253,000 citywide to reflect updated purchase plans in the 2016 CIP update. This total includes one mower originally scheduled for purchase in

2015 but moved into 2016. The total also includes a decrease of \$50,000 to reflect the purchase and implementation of the City phone system in late 2014 rather than 2016.

CITY PROGRAMS AND SERVICES

- 1. Emergency Preparedness.** A budget increase of \$22,000 (General Fund, one-time) provides support for establishing a community emergency response team, and provides supplies for the City's Emergency Operations Center. Emergency preparedness programs scored in the first and second quartiles in the Priority Based Budgeting exercise completed by the City in 2014.
- 2. Energy Efficient Streetlight Project.** A budget increase of \$60,000 (Street Fund, one-time) provides support for new LED lightbulbs for most streetlights on Bainbridge Island. The payback period for these energy-efficient lightbulbs is estimated to be between four and five years.
- 3. Island Utility Study.** A budget increase of \$250,000 (General Fund, one-time) provides funding for a comprehensive look at how best to provide utility services island wide, including the City's role in utility provision in the coming years. This work will build on policy and information developed for recent utility plan work, and will serve as a framework for utility-related decisions in coming years.
- 4. Service Delivery in Planning and Community Development.** To respond to increased development activity, a new Permit Specialist position (1.0 FTE, total cost of \$92,000 distributed between the General Fund and the Building and Development Services Fund, on-going) is proposed in the Planning and Community Development Department. The position will provide service at the building and planning counters and will assist with processing permits. This new position will allow the PCD counter to be staffed daily from 8:00 AM to 4:00 PM, providing eight hours of additional counter service time weekly.
- 5. Succession Planning.** To prepare for expected staff retirements in specialized utility roles, a new Maintenance Technician I position (1.0 FTE, total cost \$86,000 distributed between the Water and Sewer Funds) is proposed for 2016 only. The City has two water maintenance technicians who are responsible for the day-to-day operation of the utility, both of whom will be eligible to retire in 2016. Creation of this interim position will allow for knowledge transfer, continuity of operations, and training. The new position will perform duties primarily for the water utility, with some ancillary sewer utility duties.
- 6. Budget neutral staffing adjustment.** The Finance and Administrative Services Department reclassified a vacant Systems Administrator position to Financial Analyst to increase time for department work on analysis and support for internal and external reporting. The proposed increase to a half-time position allows for help desk tasks to be accomplished by the technical staff rather than the division manager.

TECHNICAL CHANGES

1. **Updated beginning fund balance estimates.** The table below shows updated 2016 beginning fund balance estimates for the City's primary operating funds. The updated estimates reflect the City's financial performance in 2014 after budget development as well as through the first half of 2015.

<i>Fund</i>	<i>2016 Adopted Budget</i>	<i>2016 Adjusted Budget</i>	<i>Change</i>	<i>Comment</i>
<i>General Fund</i>	\$6,931,406	\$11,692,870	\$4,761,464	2016 adjusted starting point reflects the higher 2015 starting point and higher 2015 revenue numbers
<i>Streets Fund</i>	\$327,088	\$327,088	\$0	
<i>Building and Dev. Services Fund</i>	\$154,843	\$154,843	\$0	
<i>Water Fund</i>	\$5,256,659	\$5,669,159	\$400,000	2016 adjusted starting point reflects 2015 actual performance
<i>Sewer Fund</i>	\$2,254,045	\$3,854,045	\$1,600,000	2016 adjusted starting point reflects lower than budgeted costs for the Eagle Harbor Beach Mains project and subsequent use of loan funds.
<i>SSWM Fund</i>	\$844,395	\$844,395	\$0	

2. **Adjustments to revenue estimates.** Selected revenue estimates for 2016 have been revised based on performance through mid-year 2015. Significant revenue adjustments are as follows:

- Property Tax revenue adjusted up by \$78,000 or 1%, to \$7,130,000. This adjustment incorporates updated information from Kitsap County;
- Sales and Use tax revenue adjusted up by \$405,000 or 14%, to \$3,300,000, per actual performance in 2014 and 2015;
- Liquor excise and profits revenue adjusted up by \$25,000 or 14%, to \$205,000, per changes in state revenue sharing;
- Commercial Parking Tax revenue adjusted up by \$100,000 or 17%, to \$800,000, per actual performance in 2014 and 2015;
- Building and Development Services revenue adjusted up by \$240,000 or 22% to \$1,320,000, in alignment with actual revenue in recent years and 2015 performance, and including an estimate of \$80,000 for Fire inspection fees;
- REET revenue adjusted up by \$300,000 or 18%, to \$2,000,000, in alignment with actual revenue in recent years and 2015 performance;

3. **Other technical changes to the budget include:**

- An increase of \$77,000 for the services provided by the Bainbridge Island Fire Department

to an annual total of \$160,000;

- Continuation of previously approved items:
 - a. \$20,000 for the City's 100% participation in the Puget Sound Energy Green Power Program;
 - b. \$35,000 for the City's community engagement program;
 - c. \$15,000 for the National Citizen's Survey;
- An increase of \$30,000 in debt service for the Sewer Fund due to the use of the Public Works Trust Fund loan for the Wing Point Way Project, and
- A decrease of \$580,000 in interfund transfers. This budget item is adjusted in tandem with changes to the funds that receive General Fund support (Streets, Building and Development Services, and Capital Construction).

Update to General Fund Reserves: 2016 Adjusted Budget

In September 2010, the City Council established the following reserve targets and definitions, as included in Resolution 2010-35:

- Emergency Reserve: established by Resolution 2008-01 to pay for unexpected emergencies that cannot reasonably be accommodated by current budget appropriations.
- Contingency Reserve: established by Resolution 2008-01 to pay for unexpected needs that were not provided for in the annual budget and for minor shortfalls in budgeted appropriations.
- General Fund Stability Reserve: defined by Resolution 2010-35 as the excess of current assets over current liabilities, which is an unreserved, undesignated and unrestricted resource that remains part of the general fund budget.

In addition, there are several subfunds containing amounts tracked for various purposes, such as marine revenues and expenses and public art.

Detail behind General Fund Reserves			
	12/31/2016	2016 YE Target	Comment
Emergency Reserve	1,020,000	1,000,000	
Contingency Reserve (2016)	400,000	400,000	The total of \$400,000 assumes no spending. Spending can be approved by Council during the year by budget amendment.
Contingency Reserve (2017)	400,000	400,000	The total of \$400,000 assumes no spending. Spending can be approved by Council during the year by budget amendment. It is the policy of the City to begin the year with the reserve fully funded.
Legal Contingency	100,000	100,000	In 2016, \$100,000 included as legal contingency.
General Fund Stability Reserve	8,374,457	3,000,000	
Washington State Ferry Settlement	-	-	Assumes spending of WSF funds in 2015
Specially-tracked GF monies	129,017		Housing, Public Art, Public Safety, PEG
Total General Fund	10,423,474		

The budgeted ending fund balance exceeds the policy reserve levels. It is important to remember that there are significant commitments to capital projects and equipment in the upcoming 2017-1018 biennium which will be supported by the General Fund. In addition, in 2016 the City will make expenditure decisions related to the City Dock and Public Safety Facility capital projects. These decisions may include funding from the General Fund.

**CITY OF BAINBRIDGE ISLAND TAX SUPPORTED FUNDS EXCLUDING CAPITAL
CONSTRUCTION 2016 MODIFIED BUDGET**

	General	Streets	Special Revenue	Bonds	Building & Development Services	Total for 2016
BEGINNING FUND BALANCE	10,892,870	327,088	779,578	262,821	154,843	12,417,200
REVENUES						
Taxes	14,282,100	800,000	2,160,000	607,700	-	17,849,800
Fees & Service Charges	1,046,801	25,000	-	-	1,320,000	2,391,801
Intergovernment Revenue	300,000	485,000	-	-	-	785,000
Fines & Forfeits	124,000	-	-	-	-	124,000
Miscellaneous	77,000	-	-	-	-	77,000
Assessments	-	-	-	44,000	-	44,000
Investment Revenue	40,000	-	-	26,000	-	66,000
Gain on Sale of Fixed Assets	5,000	-	-	-	-	5,000
TOTAL REVENUES	15,874,901	1,310,000	2,160,000	677,700	1,320,000	21,342,601
OTHER SOURCES						
From other Funds and Sub-Funds	-	1,526,888	180,784	2,000,000	816,960	4,524,632
TOTAL RESOURCES	26,767,771	3,163,976	3,120,362	2,940,521	2,291,803	38,284,433
EXPENDITURES						
Salaries	5,702,826	1,068,808	-	-	1,300,653	8,072,287
Benefits	2,265,356	451,755	-	-	483,804	3,200,915
Supplies	401,527	141,739	-	-	4,708	547,974
Professional Services	1,211,892	39,118	160,000	-	73,000	1,484,010
Community Services	498,627	-	180,784	-	-	679,411
Other Services & Charges	1,595,905	1,129,356	-	-	230,764	2,956,025
Intergovernmental Services	805,002	3,200	-	-	4,400	812,602
TOTAL OPERATING EXPENDITURES	12,481,136	2,833,976	340,784	-	2,097,329	17,753,224
NON-OPERATING EXPENDITURES						
Capital Equipment	380,000	205,000	-	-	-	585,000
Capital Projects	67,000	-	-	-	-	67,000
Debt Service	56,824	-	-	2,701,532	-	2,758,356
TOTAL EXPENDITURES	12,984,959	3,038,976	340,784	2,701,532	2,097,329	21,163,580
OTHER USES						
To Other Funds and Sub-Funds	3,359,338	-	2,473,794	-	-	5,833,132
ENDING FUND BALANCE, RESERVES & CONTINGENCIES	10,423,474	125,000	305,784	238,989	194,474	11,287,721
TOTAL USES	26,767,771	3,163,976	3,120,362	2,940,521	2,291,803	38,284,433

CITY OF BAINBRIDGE ISLAND 2016 MODIFIED BUDGET

	WATER	SEWER	SSWM	TOTAL FOR 2016
BEGINNING FUND BALANCE	5,656,659	3,854,045	844,395	10,355,099
REVENUES				
Charges for Utility Services	1,091,200	3,510,000	2,025,000	6,626,200
Miscellaneous	138,000	255,000	-	393,000
Assessments	-	220,000	-	220,000
Investment Revenue	28,000	13,000	1,000	42,000
TOTAL REVENUES	1,257,200	3,998,000	2,026,000	7,281,200
OTHER SOURCES				
From other Funds and Sub-Funds	2,500	-	-	2,500
TOTAL RESOURCES	6,916,359	7,852,045	2,870,395	17,638,799
EXPENDITURES				
Salaries	465,164	888,273	838,884	2,192,321
Benefits	187,395	353,455	341,245	882,095
Supplies	53,791	109,507	72,112	235,410
Professional Services	76,555	14,506	70,906	161,967
Community Services	10,000	-	-	10,000
Other Services & Charges	205,532	414,068	304,481	924,081
Intergovernmental Services	155,440	456,201	185,750	797,391
TOTAL OPERATING EXPENDITURES	1,153,876	2,236,010	1,813,378	5,203,264
NON-OPERATING EXPENDITURES				
Capital Equipment	10,000	10,000	265,000	285,000
Capital Projects	248,000	1,452,000	341,000	2,041,000
Debt Service	-	1,417,716	53,190	1,470,906
TOTAL EXPENDITURES	1,411,876	5,115,726	2,472,568	9,000,170
ENDING FUND BALANCE, RESERVES & CONTINGENCIES	5,504,483	2,736,319	397,827	8,638,629
TOTAL USES	6,916,359	7,852,045	2,870,395	17,638,799

2016 Budget Modification Queries – Set 1

<u>Question</u>	<u>Topic</u>
1	Emergency Preparedness
2	LED Streetlights
3	Provision of Utility Services
4	Succession Planning in Utility Staffing
5	Planning Department Staffing
6	Staffing Realignment in Finance and Administrative Services Department
7	Pollution Premises Insurance

2016 Adopted Budget Modification

Question: 1

Date: October 6, 2015

Topic: Emergency Preparedness

Background

The City of Bainbridge Island increased its attention to emergency preparedness functions in 2015 and will continue to broaden these activities in 2016.

Response

The 2016 budget modifications include \$22,000 for emergency preparedness activities. The funds support planning and preparedness efforts including start-up costs for a Community Emergency Response Team (CERT) and associated community outreach, supplies so the City's Emergency Operation Center (EOC) is capable of sustained operations during an emergency event, and staff training.

In January 2016, the location of the primary EOC will relocate from Fire Station 21 to Council Chambers in City Hall. In 2015, the City updated circuitry in City Hall and purchased rudimentary supplies such as space heaters to ensure that the EOC will provide needed utilities and support the response team when it is activated.

	2016	One-time or ongoing	Comment
Estimated Dollar Change	\$22,000	One-time	
Funds involved	General Fund		
FTE Change	0		

2016 Adopted Budget Modification

Question: 2

Date: October 6, 2015

Topic: LED Streetlights

Background

The City of Bainbridge Island has sought ways to reduce energy use in providing municipal services. One way to achieve this goal is to replace conventional streetlight bulbs to use LED technology.

Response

The 2016 budget modifications include \$60,000 for a streetlight replacement project. The City can partner with Puget Sound Energy to replace the bulbs in the PSE-owned streetlights. As shown on the attached worksheet, there are currently 226 streetlights which could be part of this project. The total cost of roughly \$55,000 to \$60,000 includes the change-out costs as detailed on the attached and a small contingency. This project would reduce City streetlight costs by about \$13,000 annually. The project also provides better lighting and contributes to street safety.

	2016	One-time or ongoing	Comment
Estimated Dollar Change	\$60,000	One-time	
Funds involved	Street Fund		
FTE Change	0		



City of Bainbridge Island

Street Lighting Replacement Program - HPS TO LED

Schedule 53 - PSE & Customer Owned and Schedule 54 Customer Owned

Total Conversions Possible - Cobra Head Luminiaries Only

Any other lighting projects (conversions or new installations)

should be presented to Intolight to be handled on a project-by-project basis.

Schedule 53 - PSE Owned

HPS Lamp Wattage	Number Installed	Cost to Changeout to LED	Estimated total change out costs	HPS Total Watts	LED Total Watts	Watts Saved per Lum	Total kWatts Saved
70W	15	\$154.53	\$2,317.95	83	43	40	0.60
100W	140	\$165.37	\$23,151.80	117	52	65	9.10
150W	8	\$277.64	\$2,221.12	171	97	74	0.59
200W	22	\$400.14	\$8,803.08	227	133	94	0.75
250W	16	\$392.11	\$6,273.76	281	195	86	1.38
400W	25	\$448.14	\$11,203.50	438	260	178	4.45
	226		\$53,971.21				16.87

HPS Lamp Wattage	Number Installed	53 HPS Rate PSE Owned	Annual HPS Costs	LED Flat Rate	Annual LED Costs
70W	15	\$11.52	\$2,073.60	\$8.60	\$1,548.00
100W	140	\$13.01	\$21,856.80	\$8.99	\$15,103.20
150W	8	\$15.41	\$1,479.36	\$11.21	\$1,076.16
200W	22	\$18.55	\$4,897.20	\$13.51	\$3,566.64
250W	16	\$20.89	\$4,010.88	\$16.10	\$3,091.20
400W	25	\$28.24	\$8,472.00	\$18.74	\$5,622.00
	226		\$42,789.84		\$30,007.20

First Year Savings **\$12,782.64**

Payback (Yrs) **4.22**

2016 Adopted Budget Modification

Question: 3

Date: October 6, 2015

Topic: Island Utility Study

Background

The City of Bainbridge Island provides water and sewer utility services to a portion of the Island's residents. In addition, the City provides surface and storm water utility services islandwide. As part of strategic planning, the City should consider options for service delivery of all its programs and services.

Response

A budget increase of \$250,000, funded by the General Fund, is proposed to provide funding for a comprehensive look at how best to provide utility services to all Island residents, including the City's role in utility provision in the coming years. This work will build on policy and information developed for recent utility plan work and will serve as a framework for utility-related decisions in coming years.

	2016	One-time or ongoing	Comment
Estimated Dollar Change	\$250,000	One-time	
Funds involved	General Fund		
FTE Change	0		

2016 Adopted Budget Modification

Question: 4

Date: October 6, 2015

Topic: Succession Planning

Background

Over the past 10 years, the City of Bainbridge Island reduced its staffing from a high of 152 FTE to the current level of 108 FTE. While in most cases, cross-training continues to provide back up and the ability to provide the current programs and services, in a very few cases, only one or two staff members have specialized knowledge of City systems.

Response

To prepare for expected staff retirements in specialized utility roles, a new Maintenance Technician I position (1.0 FTE, total cost \$86,000 distributed between the Water and Sewer Funds) is proposed for 2016 only. The City has two water maintenance technicians who are responsible for the day-to-day operation of the utility; both of whom will be eligible to retire in 2016. Creation of this interim position will allow for knowledge transfer, continuity of operations, and training. The new position will perform duties primarily for the water utility, with some ancillary sewer utility duties.

As a term-limited position, absent Council action, this position will be eliminated at the beginning of 2017.

	2016	One-time or ongoing	Comment
Estimated Dollar Change	\$86,000	One-time	2016 only. Actual expenditure will depend on the qualifications of the individual hired.
Funds involved	Water Fund, Sewer Fund		
FTE Change	1.0		

2016 Adopted Budget Modification

Question: 5

Date: October 6, 2015

Topic: Planning and Community Development Department Staffing

Background

Over the past 10 years, the City of Bainbridge Island reduced its staffing from a high of 152 FTE to the current level of 108 FTE across all departments, with the Planning and Community Development Department reducing its staffing from 32.5 FTE in 2008 to the current level of 19.0 FTE.

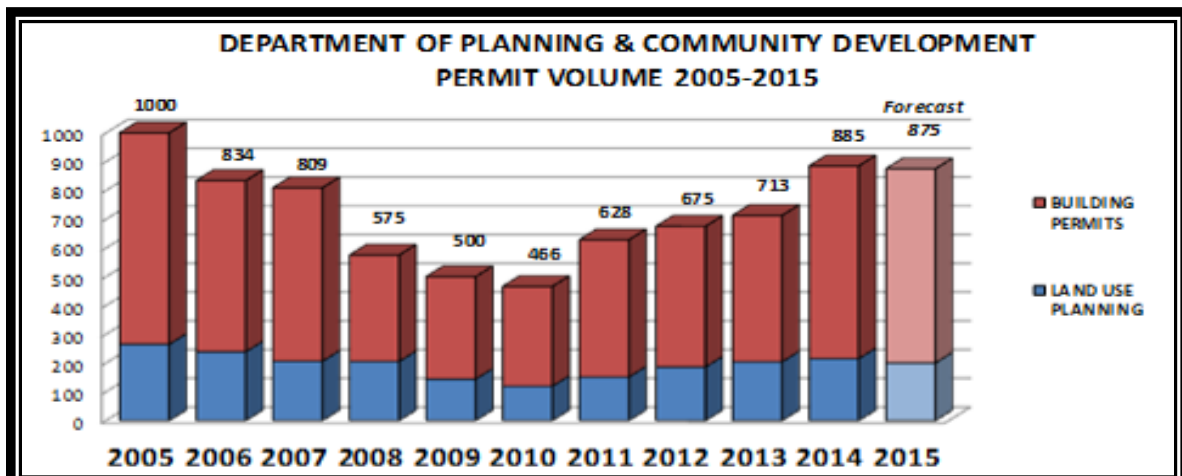
Response

In recent years, development activity has increased on Bainbridge Island, as shown by the increase in permit volume, detailed in the chart below. The increased workload and complexity of the review environment due to code changes such as the Shoreline Master Program lead to slower response times.

This proposed new permit specialist will serve both the Building and Current Planning Divisions.

Addition of this position will provide:

- Staffing to support opening the Planning and Development counters five days per week from 8 AM to 4 PM, an additional 8 hours of counter service each week.
- Coverage by the permit specialist for intake and administrative duties, which then allows permit review staff to spend more time in review, and speeds response times.
- Support for tasks such as addressing, noticing, and scheduling.



	2016	One-time or ongoing	Comment
Estimated Dollar Change	\$92,000	Ongoing	
Funds involved	General Fund, Building and Development Services Fund		
FTE Change	1.0		

2016 Adopted Budget Modification

Question: 6

Date: October 6, 2015

Topic: Staffing Alignment in the Finance and Administrative Services Department

Background

In 2015, the Systems Administrator position in the Finance and Administrative Services Department became vacant. In an ongoing effort to align staffing with current programs and services, this existing position was reclassified to Finance Analyst.

Response

The Finance and Administrative Services Department proposes to move an existing part-time Senior Information Technology Specialist position from 0.5 FTE to 0.6 FTE, which equates to an additional half day of staff time per week. This is made possible by the reclassification of the Systems Administrator position to a Finance Analyst position, with associated salary savings. The salary savings are applied to the information technology position to provide for additional time to dedicate to web services and ongoing efforts to move more records to electronic formats.

By eliminating the Systems Administrator position, staff citywide have assumed responsibility for communicating with the financial software vendor. Internal to the information technology group, some duties have been reassigned. By creating a new Finance Analyst position, the Finance and Administrative Services Department has created additional capacity for reporting and support for tools such as OpenGov.

	2016	One-time or ongoing	Comment
Estimated Dollar Change	0	Ongoing	Changes FTE authorized for an existing position.
Funds involved	All operating funds		
FTE Change	0.1	Ongoing	

2016 Adopted Budget Modification

Question: 7

Date: October 6, 2015

Topic: Pollution Premises Liability Insurance

Background

Ten years ago the City of Bainbridge Island obtained premises pollution insurance for potential claims in connection with a superfund site on the Island, the Wyckoff/Eagle Harbor site. The policy began in February 2006 and expires in February 2016. The policy cost roughly \$300,000 with the Parks District contribution a portion of the costs. There have been no claims against this policy.

Response

City staff are currently researching coverage options and will bring Council a recommendation late in 2015 when more information is known. Renewal costs for this policy are not currently included in the 2016 budget.

	2016	One-time or ongoing	Comment
Estimated Dollar Change	Under development	One-time	
Funds involved	General Fund		
FTE Change	0		

ORDINANCE NO. 2015-33

AN ORDINANCE of the City of Bainbridge Island, Washington adopting mid-biennium modifications to the final budget of the City for fiscal year ending December 31, 2016, the second year of the biennial budget.

WHEREAS, the City of Bainbridge Island adopted Ordinance No. 2008-11 providing for a biennial budget process for years after 2010; and

WHEREAS, the City of Bainbridge Island adopted a biennial budget for 2015 and 2016 on November 10, 2015; and

WHEREAS, the City adopted Ordinance No. 2013-23 providing for a mid-biennial review of the budget; and

WHEREAS, modifications to the budget were submitted to the City Manager with estimates of revenues, and requests from all departments for expenditures for the fiscal year ending December 31, 2016 (these dates being prior to the dates required by law); and

WHEREAS, the City Manager reviewed the estimates and made such changes and/or additions as he deemed appropriate, and on _____, 2015, filed the revised preliminary modifications with the City Clerk, and

WHEREAS, the modifications to the biennial budget were presented to the City Council at a City Council meeting on October 6, 2015, and were discussed at City Council meetings on October 27, November 3 and November 17; and

WHEREAS, a public hearing was held concerning the modifications to the biennial budget on October 27, 2015 for the purpose of providing information to the public regarding the estimates and programs contained in the preliminary budget and at which hearing all taxpayers were heard who appeared for or against any part of said budget; and

WHEREAS, the City Council met regarding the proposed modifications to the biennial budget on _____, 2015 for the purpose of adopting a final budget for 2016 and at which meeting the City Council made such changes as it deemed necessary and proper; now, therefore:

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

Section 1. The budget for the fiscal year 2016 is hereby modified and adopted as the result of the City's mid-biennium review. The entire modified budget document is to be placed on file with the office of the City Clerk for public inspection.

Section 2. Attached hereto as Exhibit A (2016) are the totals of budgeted expenditures for each separate fund and the aggregate totals for all such funds combined in summary form for the modified budget.

Section 3. The City Manager may authorize transfers of budget authority within a fund as needed but may not transfer budget authority from one fund to another without the prior approval of the City Council.

Section 4. Because the amounts of revenues and expenditures to be recorded in the Building & Development Services Fund are not clearly fixed and because the Building & Development Services Fund receives operating transfers from the General Fund, this Budget authorizes additional amounts to be spent from the Building & Development Services Fund and to be covered by additional operating transfers from the General Fund provided that the total expenditures for these two funds shall be no more than the amount authorized by this ordinance.

Section 5. A complete copy of the final budget for 2016, as modified by the mid-biennium review, together with a copy of this ordinance shall be transmitted by the City Clerk to the Division of Municipal Corporations of the Office of the State Auditor and to the Association of Washington Cities.

Section 6. This ordinance shall take effect on January 1, 2016.

PASSED by the City Council this ___th day of November, 2015.

APPROVED by the Mayor this ___th day of November, 2015.

Anne S. Blair, Mayor

ATTEST/AUTHENTICATE:

Rosalind D. Lassoff, City Clerk

FILED WITH THE CITY CLERK:	_____, 2015
PASSED BY THE CITY COUNCIL:	_____, 2015
PUBLISHED:	_____, 2015
EFFECTIVE DATE:	January 1, 2016
ORDINANCE NO.:	2015-33

CITY OF BAINBRIDGE ISLAND 2016 MODIFIED BUDGET**SUMMARY BY FUND****Exhibit A****ORDINANCE NO. 2015-33****MODIFYING THE 2016 BUDGET**

<u>CITY FUNDS</u>		<u>2016 EXPENDITURES</u>
001	GENERAL FUND	16,344,297
101	STREET FUND	3,038,976
103	REAL ESTATE EXCISE TAX FUND	2,473,794
104	CIVIC IMPROVEMENT FUND	160,000
108	AFFORDABLE HOUSING FUND	180,784
201	GO BOND FUND	2,650,500
203	LID BOND FUND	51,032
301	CAPITAL CONSTRUCTION FUND	2,777,000
401	WATER OPERATING FUND	1,411,876
402	SEWER OPERATING FUND	5,115,726
403	STORM & SURFACE WATER FUND	2,472,568
407	BUILDING & DEVELOPMENT FUND	2,097,329
TOTAL EXPENDITURES		<u><u>38,773,882</u></u>

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: 8:30 PM Ordinance No. 2015-35, Declaration of Substantial Need to Increase the Regular Property Tax Levy Rate in Excess of the Implicit Price Deflator for Collection in 2016	Date: 10/6/2015
Agenda Item: STAFF INTENSIVE	Bill No.: 15-188
Proposed By: Ellen Schroer, Finance Director	Referrals(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

:	Recommendation:	
City Manager:	Legal:	Finance: Yes

DESCRIPTION/BACKGROUND

Action Item:

Consider scheduling a public hearing on Ordinance No. 2015-35, Declaration of Substantial Need to increase the regular Property Tax levy rate in excess of the implicit price deflator for collection in 2016.

History:

Part of the process for approving the 2016 Budget includes setting the 2015 Property Tax Levy for collection in 2016. Setting the property tax levy is an annual part of the budget process. As provided by Initiative 747, passed by Washington voters in 2001, if the value of the implicit price deflator (IPD) (a measure of inflation) is 1% or more, property tax levies can increase by a maximum of 1%. If the IPD is less than 1%, jurisdictions which wish to raise their property tax levies by the maximum 1% must pass a resolution establishing substantial need. This year, the IPD is 0.251%.

The 2016 Adopted Budget and the modifications now proposed to Council include a 1.0% increase in the dollar amount being collected (plus charges on new construction). In order to levy this dollar amount, the City must declare substantial need. If the City does not make this declaration, we will not be able to levy this difference in the future, which means that ongoing revenue levels will be lower.

Schedule/Next Activities:

Conduct public hearing on October 27, 2015 and forward to November 3, 2015 City Council Meeting for approval. The County must receive this Ordinance by November 30, 2015.

Budget:

The revenue estimates in the 2016 budget reflect the dollars stated in this agenda bill and Ordinance 2015-35.

RECOMMENDED ACTION/MOTION

Motion:

I move that the City Council schedule a public hearing for October 27, 2015 and forward Ordinance No. 2015-35 to the November 3, 2015 City Council meeting.

ATTACHMENTS:

Description	Type
Ordinance No. 2015-35, Declaration of Substantial Need to Increase the Regular Property Tax Levy Rate in Excess of the Implicit Price Deflator for Collection in 2016	Backup Material

ORDINANCE NO. 2015-35

AN ORDINANCE of the City of Bainbridge Island, Washington, stating the intent of the City to increase the levy of general property taxes for the City of Bainbridge Island for the fiscal year commencing January 1, 2016, at a rate in excess of the increase in the implicit price deflator, and finding substantial need for the increase.

WHEREAS, RCW 84.55.010 provided that a taxing jurisdiction may levy taxes in an amount no more than the limit factor multiplied by the highest levy of the most recent three years plus additional amounts resulting from new construction and improvements to property, newly constructed wind turbines, and any increase in the value of state-assessed utility property; and

WHEREAS, RCW 84.55.005 (1) defines “inflation” as the percentage change in the implicit price deflator for personal consumption expenditures for the United States as published for the most recent 12-month period by the Bureau of Economic Analysis of the federal Department of Commerce in September of the year before the taxes are payable; and

WHEREAS, “inflation” for July 2015 is 0.251 percent and the limit factor is 100.251 percent, meaning the taxes levied in the City of Bainbridge Island in 2015 for collection in 2016 will increase by less than one percent except for the amounts resulting from new construction and improvements to property, newly constructed wind turbines, and any increase in the value of state-assessed utility property; and

WHEREAS, RCW 84.55.0101 provides for use of a limit factor of 101 percent or less with a finding of substantial need by a majority plus one councilmember (or two out of three commissioners); and

WHEREAS, the Office of Financial Management has estimated the City's population to be 23,196 which is in excess of the 10,000 persons, requiring a separate declaration of substantial need to approve a tax increase in excess of the implicit price deflator; and

WHEREAS, the City Council of Bainbridge Island will consider the financial requirements of the City for 2016 as set forth in the 2016 Adopted Budget and approved by the City Council on November 10, 2014, and the amounts necessary and available to be raised by ad valorem taxes on real, personal and utility property which are included therein and will update the projections of the City's Finance Director; and

WHEREAS, the City Council, after hearing and duly considering all relevant evidence and testimony presented a public hearing held for this purpose on October 27, 2015 has determined that the legitimate needs of the City requires an increase in excess of the implicit price deflator in the amount of the property tax levy on real and personal property; and

WHEREAS, the passage of Initiative 695 and the subsequent decrease in motor vehicle excise tax and other revenue available to the City has placed additional pressure on the City's ability to accomplish its mandated functions with the revenues allowed to it; now, therefore

**THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND, WASHINGTON,
DO ORDAIN AS FOLLOWS:**

Section 1. The City Council has determined that, in order to not reduce current service levels and to meet general infrastructure maintenance needs, there is a substantial need to increase the property taxes by one percent and to set the levy limit at one hundred and one percent.

Section 2. This ordinance has been passed by the affirmative vote of at least a majority plus one of the whole membership of the City Council.

Section 3. This ordinance shall be effective 5 days after its passage, approval, and publication as required by law.

PASSED by a super majority of the City Council of the City of Bainbridge Island, approved by the Mayor and attested by the Clerk in authentication of such passage this ___ day of _____ 2015.

Anne S. Blair, Mayor

ATTEST/AUTHENTICATE:

Rosalind D. Lassoff, City Clerk

FILED WITH THE CITY CLERK:	October 2, 2015
PASSED BY THE CITY COUNCIL:	_____, 2015
PUBLISHED:	_____, 2015
EFFECTIVE DATE:	_____, 2015
ORDINANCE NO.:	2015-35

City of Bainbridge Island City Council Agenda Bill



PROCESS INFORMATION

Subject: 8:40 PM Ordinance No. 2015-27, Property Tax Levy for Collection in 2016, AB 15-180 – Finance	Date: 10/6/2015
Agenda Item: STAFF INTENSIVE	Bill No.: 15-180
Proposed By: Ellen Schroer, Finance Director	Referrals(s):

BUDGET INFORMATION

Department: Finance	Fund: General Fund	
Expenditure Req:	Budgeted? Yes	Budget Amend. Req? No

REFERRALS/REVIEW

:	Recommendation:	
City Manager:	Legal:	Finance: Yes

DESCRIPTION/BACKGROUND

Action Item:

Consider scheduling a public hearing on Ordinance No. 2015-27 relating to the levy of property taxes for the City of Bainbridge Island for the fiscal year commencing January 1, 2016 for October 27, 2015.

Background:

Part of the process for approving the 2016 Budget includes setting the Property Tax Levy for collection in 2016. The budget proposes an increase in the dollar amount being collected (plus charges on new construction) in the amount allowed by Initiative 747 as calculated by the Kitsap County assessor. The dollar increase for the Property Tax is \$51,609, the new construction amount is \$57,016 and the tax refund amount is \$22,144 bringing the total levy to \$7,123,222 on total assessed valuation of \$6,220,108,256. Additional detail is provided on the attached sheet, which is provided by Kitsap County to explain the calculations.

In addition, Ordinance No. 2015-27 will levy \$607,700 to pay the 2016 debt service cost of the Open Space General Obligation Bonds. The levy is equal to the amount of the debt service.

Budget:

The revenue estimates in the 2016 budget reflect the dollars stated in this agenda bill and Ordinance No. 2015-27.

RECOMMENDED ACTION/MOTION

Motion:

I move that the City Council schedule a public hearing on Ordinance No. 2015-27 for October 27, 2015 and forward Ordinance No. 2015-27 to the November 3, 2015 City Council meeting.

ATTACHMENTS:

Description	Type
▣ Property Tax Levy Limit Calculation Worksheet	Backup Material
▣ Ordinance No. 2015-27, Property Tax Levy	Backup Material

2016 TAX YEAR LEVY LIMIT CALCULATION

CITY OF BAINBRIDGE ISLAND

District # 8730

Previous Year's Levy Including Any Refunds & Canceled Taxes Levied = 6,992,453

The district's resolution or ordinance must authorize any increase in terms of both the dollars and percentage over the previous year's levy. This increase is exclusive of new construction, increases in state assessed property (utilities), any annexations and refunds requested.

Highest Allowed Levy Since 1986 = 6,974,319

Differences between this amount and the previous year's levy are refunds and canceled taxes levied last year which are not included in this amount and/or any banked capacity your district may have.

1% Increase to Highest Allowed Levy = 7,044,062

This is the maximum allowed but may change to match what is authorized by resolution or is lawfully allowed for your district. It is exclusive of the items listed under the previous year's levy. The dollar and percent increase over the previous year's actual levy to collect this amount is \$51,609 and 0.73807%.

Districts with a population greater than 10,000 must adopt a substantial need resolution/ordinance if they wish to increase their highest allowed levy by the above amount. Otherwise the levy limit will be 100% plus the IPD of 0.251. $6,974,319 \times 100.251\% = 6,991,824$.

Amount due to New Construction = 57,016

New construction assessed value 46,544,556 X 1.224981 (the prior year's levy rate) = 57,016

Amount due to Increase in Utilities = 0

This amount will be zero until the values are received from the Department of Revenue. Since this amount may be unknown when you have your budget hearings, you may want to add an amount in your budget or levy certification in order to collect any unknown amount due to an increase in utilities.

Current Total Assessed Value = 6,220,108,256

This amount may fluctuate until values are final in January.

Tax Refunds & Canceled Taxes less Supplements = 22,144

Please include a dollar amount for refunds and canceled taxes in your budget and or levy certification to show the district's intent to collect these amounts.

Projected Levy Rate = 1.141633

Maximum Levy Rate = 2.346000 Maximum

levy rates for cities are estimated until final levy rates for Fire and Library Districts are known.

ESTIMATED TOTAL LEVY LIMIT AMOUNT = 7,123,222

ORDINANCE NO. 2015-27

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to the levy of property taxes for the City of Bainbridge Island, for the fiscal year commencing January 1, 2016, on all real and personal property within the City that is subject to taxation; levying both general property taxes for the purpose of providing sufficient revenue to carry on the normal activities of the City as required by law, and special levy taxes as authorized by the voters in the November 6, 2001 election.

WHEREAS, the City Council of Bainbridge Island has considered the financial requirements of the City for 2016 as set forth in the City Manager's Proposed 2016 Budget, and the amounts necessary and available to be raised by ad valorem taxes on real, personal, and utility property which are included therein; and

WHEREAS, the population of the City is greater than 10,000; and

WHEREAS, the City Council has properly given notice of the public hearing held on October 27, 2015 to consider the City's revenue sources for the City's 2016 General Fund budget; and

WHEREAS, the previous year's actual levy was \$6,992,453; and

WHEREAS, the City Council after hearing and duly considering all relevant evidence and testimony presented, has determined that the City requires an increase in property tax revenue from the previous year equal to 0.73807% percent of the amount levied for collection in 2016 as authorized by RCW 84.55.005, in addition to the increase resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, in order to discharge the expected expenses and obligations of the City and in its best interest; and

WHEREAS, at an election held on November 6, 2001, the voters of the City approved and authorized the City to issue general obligation bonds to finance the costs of acquiring and preserving forested areas, open space, wildlife habitat, and farms and agricultural lands and creating new trails and passive parks, and to levy excess property taxes to repay such bonds (referred to as the "2002 Unlimited Tax General Obligation Bonds" and the "Unlimited General Obligation Bonds, 2004"); and

WHEREAS, the debt service on such bonds for the year 2016 will be \$607,700; now, therefore,

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

Section 1. The 2015 regular property tax levy for collection in 2016 is declared to be the previous year's levy of \$6,992,453 plus an increase of \$51,609 which is an increase of 0.73807% percent, plus an increase equal to the amount allowed under the new construction provisions of RCW 84.55.010 (\$57,016) and any increase in the value of state-assessed property, and any additional amounts resulting from any refunds made (\$22,144). The total is \$7,123,222.

Section 2. In addition to City's regular property tax levy described in Section 1 above, there is levied for collection in 2016, upon all property, both real and personal within the City and within the area subject to taxation, a voter-approved special levy property tax to pay the debt service on the City's 2004 Unlimited Tax General Obligation Bonds which were refunded in 2013. The special levy to pay the 2016 debt service on the refunded debt service amount is \$607,700.

Section 3. This ordinance shall be certified to the proper Kitsap County officials, as provided by law. The taxes levied in this ordinance shall be collected and paid to the Director of Finance and Administrative Services of the City of Bainbridge Island at the time and in the manner provided by the laws of the State of Washington for the collection of taxes for non-charter code cities.

Section 4. This ordinance shall take effect on January 1, 2016 after its passage, approval and publication as required by law.

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

APPROVED by the Mayor this ____th 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:

September 29, 2015
_____, 2015
_____, 2015
January 1, 2016
2015-27

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: 8:50 PM Ordinance No. 2015-24, Eliminating the Automatic Fee Adjustment to the City's Water Utility Rates for 2016, AB 15-177 – Finance	Date: 10/6/2015
Agenda Item: STAFF INTENSIVE	Bill No.: 15-177
Proposed By: Ellen Schroer, Finance Director	Referrals(s):

BUDGET INFORMATION

Department: Finance	Fund: Water Fund	
Expenditure Req:	Budgeted? Yes	Budget Amend. Req? No

REFERRALS/REVIEW

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

DESCRIPTION/BACKGROUND

Action Item:

Consider forwarding Ordinance No. 2015-24, eliminating the automatic annual fee adjustment to water utility rates for 2016 to second reading on October 27, 2015.

History:

Section 13.16.060 of the Bainbridge Island Municipal Code provides for an annual automatic rate increase of equal to the annual percentage increase in the United States Consumer Price Index, All Urban Consumers (CPI-U) for November of the preceding year unless City Council determines that by December 31st of any year that adjustment shall be another amount or shall not occur for the next year.

The budget approved for 2016 does not assume an increase to the Water Utility rates.

RECOMMENDED ACTION/MOTION

Motion:

I move that the City Council forward Ordinance No. 2015-24, eliminating the automatic annual fee adjustment to water utility rates for 2016, to second reading on October 27, 2015.

ATTACHMENTS:

Description	Type
□ Ordinance 2015-24 Eliminating Automatic Increase to Water Rates	Backup Material

ORDINANCE NO. 2015-24

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to the City Water Utility and eliminating the automatic fee adjustment for monthly water service rates in 2016.

WHEREAS, a structure for establishing water and sewer rates, charges, and fees was established by Ordinance No. 82-20 and amended by Ordinance No. 2011-26 to provide that water utility rates shall be set forth in Section 12(B) of the City's Fee Schedule, as amended by ordinance passed by the City Council; and

WHEREAS, Section 13.16.060 of the Bainbridge Island Municipal Code provides for an annual rate of increase equal to the annual percentage increase in the United States Consumer Price Index, All Urban Consumers (CPI-U) for November of the preceding year as shown in the release from the Bureau of Labor Statistics plus two percent, unless City Council determines that by December 31st of any year that adjustment shall be another amount or shall not occur for the next year; and

WHEREAS, the City has determined that no annual increase is necessary for 2016; now, therefore,

THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. There will be no automatic annual fee adjustment of the City's water utility fees under Section 13.16.060 of the Bainbridge Island Municipal Code for 2016.

Section 2. This ordinance shall take effect and be in force on January 1, 2016 after its passage, approval, and publication as required by law.

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

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

Anne S. Blair, Mayor

ATTEST/AUTHENTICATE:

Rosalind D. Lassoff, City Clerk

FILED WITH THE CITY CLERK:	September 25, 2015
PASSED BY THE CITY COUNCIL:	_____, 2015
PUBLISHED:	_____, 2015
EFFECTIVE DATE:	January 1, 2016
ORDINANCE NO.:	2015-24

City of Bainbridge Island City Council Agenda Bill



PROCESS INFORMATION

Subject: 9:00 PM Ordinance No. 2015-25, Eliminating the Automatic Annual Fee Adjustment to the City's Sewer Utility Rates for 2016, AB 15-178 – Finance	Date: 10/6/2015
Agenda Item: STAFF INTENSIVE	Bill No.: 15-178
Proposed By: Ellen Schroer, Finance Director	Referrals(s):

BUDGET INFORMATION

Department: Finance	Fund: Sewer Fund	
Expenditure Req:	Budgeted?	Budget Amend. Req?

REFERRALS/REVIEW

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

DESCRIPTION/BACKGROUND

Action Item:

Consider forwarding Ordinance No. 2015-25, eliminating the automatic fee adjustment for monthly sewer service rates in 2016 to second reading on October 27, 2015.

History:

Section 13.16.060 of the Bainbridge Island Municipal Code provides for an annual rate increase equal to the annual percentage increase in the United States Consumer Price Index, All Urban Consumers (CPI-U) for November of the preceding year plus two percent unless City Council determines that by December 31st of any year that adjustment shall be another amount or shall not occur for the next year.

The budget approved for 2016 does not include an increase to Sewer Utility rates.

RECOMMENDED ACTION/MOTION

Motion:

I move that the City Council forward Ordinance No. 2015-25 eliminating the automatic annual fee adjustment of the City's Sewer Utility Rates for 2016 to second reading on October 27, 2015.

ATTACHMENTS:

Description	Type
☐ Ordinance 2015-25 Eliminating the Automatic Increase to Sewer Rates for 2016	Backup Material

ORDINANCE NO. 2015-25

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to the City's Sewer Utility and eliminating the automatic fee adjustment for monthly sewer service rates in 2016.

WHEREAS, a structure for establishing water and sewer rates, charges, and fees was established by Ordinance No. 82-20 and amended by Ordinance No. 2011-25 to provide that sewer utility rates shall be set forth in Section 12(B) of the City's Fee Schedule, as amended by ordinance passed by the City Council; and

WHEREAS, Section 13.16.060 of the Bainbridge Island Municipal Code provides for an annual rate of increase equal to the annual percentage increase in the United States Consumer Price Index, All Urban Consumers (CPI-U) for November of the preceding year as shown in the release from the Bureau of Labor Statistics plus two percent, unless City Council determines that by December 31st of any year that adjustment shall be another amount or shall not occur for the next year; and

WHEREAS, the City has determined that no annual increase is necessary for 2016; now, therefore,

THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. There will be no automatic annual fee adjustment of the City's sewer utility fees under Section 13.16.060 of the Bainbridge Island Municipal Code for 2016.

Section 2. This ordinance shall take effect and be in force on January 1, 2016 after its passage, approval, and publication as required by law.

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

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

Anne S. Blair, Mayor

ATTEST/AUTHENTICATE:

Rosalind D. Lassoff, City Clerk

FILED WITH THE CITY CLERK:	September 25, 2015
PASSED BY THE CITY COUNCIL:	_____, 2015
PUBLISHED:	_____, 2015
EFFECTIVE DATE:	January 1, 2016
ORDINANCE NO.:	2015-25

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: 9:10 PM City of Bainbridge Island and Bainbridge Island Metropolitan Parks and Recreation District Service Sharing Interlocal Agreement, AB 15-187 – Executive	Date: 10/6/2015
Agenda Item: STAFF INTENSIVE	Bill No.: 15-187
Proposed By: Executive	Referrals(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

:	Recommendation:	
City Manager: Yes	Legal: No	Finance: Yes

DESCRIPTION/BACKGROUND

The attached Interlocal Agreement (ILA) was drafted in response to a recommendation from the Intergovernmental Working Group (IGWG) that the City of Bainbridge Island and the Bainbridge Island Metropolitan Parks and Recreation District streamline the services the two entities provide to their respective jurisdictions by performing certain operations and maintenance services for one another. For example, the District does not have a roadside mower, and accordingly the District desires the City to perform roadside mowing services for the District. The District provides trail maintenance and landscaping services, which the City would like the District to perform for the City. The attached ILA was structured with the intention that the parties will identify and enumerate on Exhibit A of the ILA those services each entity would like the other to perform. Each service will contain an associated hourly rate and the parties will issue quarterly statements to each other to account for and track the expenses incurred. At the end of the year, the parties will true-up, meaning that if one party has incurred fewer costs than the other, the party incurring more costs will submit payment to the other for the difference. Importantly, the City's insurer, WCIA, does not authorize the use of the City's equipment, tools, and machinery by non-City staff. Accordingly, all work performed for the District using City equipment will be performed by City staff.

RECOMMENDED ACTION/MOTION

Motion:

I move the City Council forward to Interlocal Agreement to the October 27, 2015 Consent Agenda.

ATTACHMENTS:

Description	Type
☐ COBI - BIMPRD Service Sharing ILA	Backup Material

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BAINBRIDGE ISLAND AND
BAINBRIDGE ISLAND METROPOLITAN PARK AND RECREATION DISTRICT
FOR SHARED SERVICES**

THIS AGREEMENT is entered into this ____ day of _____ 2015 between the City of Bainbridge Island (“City”) and Bainbridge Island Metropolitan Park and Recreation District (“District”).

I. RECITALS

WHEREAS, the City is a municipal corporation of the State of Washington, organized and operating under the Optional Municipal Code, Title 35A RCW; and

WHEREAS, the District is a “public agency” as defined in RCW 39.34.020(1); and

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW; and

WHEREAS, in order to more efficiently provide for the performance of certain landscaping, mowing, snow removal, and other similar operations and maintenance functions that both entities perform for their respective jurisdictions, the City and the District desire to share certain services;

NOW, THEREFORE, it is agreed by and between the City and the District as follows:

II. AGREEMENT

A. Scope –Services to be Shared and Process for Establishing Shared Services:

1. Shared Services. The City desires that the District perform certain services for the City and the District desires that the City perform certain services for the District. Services the District desires the City to perform for the District include, but are not limited to: roadside mowing; gravel road maintenance; backhoe services; storm drain cleaning; overhead trimming; pavement marking; chipping; street sweeping; snow-plowing, and deicing. Services the City desires the District to perform for the City include, but are not limited to: facility mowing; city hall landscape maintenance; trails maintenance; road-ends maintenance; and sidewalk snow removal. The enumeration of services herein is not exhaustive, and the parties may from time-to-time revise Exhibit A to provide for additional services and corresponding hourly rates.

- a. Nothing in this Agreement shall be construed as an authorization by one party to operate the other party's equipment, machinery, or tools; rather, this Agreement requires that City staff operate the City's equipment, machinery, and tools to perform services under this Agreement and that District staff operate the District's equipment, machinery, and tools to perform services under this Agreement. The District's operation of the City's equipment, machinery, or tools and the City's operation of the District's equipment, machinery, or tools is prohibited under this Agreement.
2. Process for Establishing Shared Services – Exhibit A. The services each entity desires the other entity to perform for it under this Agreement shall be set forth in a form substantially similar to Exhibit A attached hereto. Services shall be denominated as planned or on call. Planned services are those that are performed on a regularly scheduled basis, such as weekly, monthly, or quarterly. On-call services are those not performed on a regularly scheduled basis. Each party agrees that the other party's provision of on-call services is dependent upon the availability of resources and the amount of notice provided; accordingly, it shall not be a breach of this Agreement for one party to refuse the provision of on-call services to the other. The parties shall set forth on Exhibit A the schedule under which the services shall be rendered and the hourly rates associated therewith. Each party is responsible for establishing hourly rates that comply with its jurisdiction's accounting, budgetary, and auditing requirements and with its labor agreements, if applicable.
- B. Accountability and Payment: The parties shall agree on a total dollar-amount of services to be shared annually ("Annual Service Total") which shall not exceed \$10,000 (ten thousand dollars). Upon one party's provision to the other of services in the amount of the Annual Service Total, that party shall cease the provision of services for that year. Should either party or both parties not provide services to the other in an amount of the Annual Service Total, the party providing the lesser dollar-amount in services shall submit payment to the other in an amount that equals the difference in the dollar amounts of services provided by each party. This reimbursement shall be paid, if applicable, to the receiving party no later than January 30th of the year following the provision of services.
1. Quarterly Statements. Each party shall provide quarterly statements to the other party; the statements shall include an itemization of services rendered for each month in the quarter, an accounting of hours spent, and costs incurred according to the descriptions and rates set forth on Exhibit A.

III. GENERAL PROVISIONS

1. Independent Contractors. Each party to this Agreement is an independent contractor with respect to the subject matter herein.

2. Indemnification.

2.1 The City shall indemnify, defend, and hold harmless the District, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the City, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the District, its agents, or employees caused or contributed thereto. In the event that the District shall elect to defend itself against any claim or suit arising from such injury, death, or damage, the City shall, in addition to indemnifying and holding the District harmless from any liability, indemnify the District for any and all expenses incurred by the District in defending such claim or suit, including reasonable attorney's fees.

2.2 The District shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the District, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, its agents, or employees caused or contributed thereto. In the event that the City shall elect to defend itself against any claim or suit arising from such injury, death, or damage, the District shall, in addition to indemnifying and holding the City harmless from any liability, indemnify the City for any and all expenses incurred by the City in defending such claim or suit, including reasonable attorney's fees.

3. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement that prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

4. Assignability. The rights, duties, and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

5. No Third-Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

6. Entire Agreement. This Agreement constitutes the entire Agreement between the City and the District and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may

request changes in the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

7. Term and Termination. The term of this Agreement shall commence on the date first shown above and shall be in effect until terminated pursuant to this Section. Either party may terminate this Agreement immediately upon written notice of termination to the other party.

8. Filing with Auditor and Interlocal Cooperation Act Compliance. This Agreement shall be filed with the Kitsap County Auditor or listed by subject on the City's website or other electronically retrievable public source, pursuant to RCW 39.34.040. No separate legal entity has been created pursuant to this Agreement, and the City and District do not intend to acquire, hold, or dispose of real or personal property for the purposes of this Agreement. The manner of financing this Agreement is described in Section II of this Agreement.

9. Insurance.

9.1 The City shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage, and name the District as an additional insured thereon. This requirement shall be deemed satisfied by evidence of the City's membership in a municipal self-insurance pool, including evidence of limits of coverage, exclusions, and limits of liability satisfactory to the District.

9.2 The District shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage, and name the City as an additional insured thereon. This requirement shall be deemed satisfied by evidence of the District's membership in a municipal self-insurance pool including evidence of limits of coverage, exclusions, and limits of liability satisfactory to the City.

10. Dispute Resolution.

A. If a dispute arises between the parties concerning the performance of any provision of this Agreement or the interpretation thereof, the parties agree to follow the procedure set forth herein. It is the goal of the parties to resolve differences as early in this step-process as possible.

B. Step One – Informal Discussions. Each party shall designate a representative, who shall meet and attempt to resolve the dispute. This may involve more than one meeting.

C. Step Two – Written Notification and Resolution. If informal discussions are not successful, then the aggrieved party shall mail, via certified mail, written notice of dispute to the other party's address shown in Section 13 of this Agreement. The notice shall set forth the nature of the dispute and the desired outcome. A written response shall be provided by the recipient of the notice within ten business (10) days' receipt of the certified, mailed notice.

The response to the notice shall include the respondent's version of the dispute and a proposed resolution. The parties shall meet within then (10) business days following respondent's answer to determine whether the dispute can be resolved amicably. If the dispute is amicably resolved, the parties shall sign a memorandum of understanding with regards thereto.

D. Step Three – Mediation. If the parties are unable to resolve their differences at Step Two, the parties will endeavor to settle the dispute by mediation under such mediation rules as shall be agreeable to the parties. Such mediation will be non-binding but a condition precedent to having the dispute resolved pursuant to Litigation, below. Mediation shall commence, unless otherwise agreed, within thirty (30) days of a party's written request to the other party for mediation of a dispute. Any resolution of the dispute at this stage shall be reduced to writing and, if the resolution involves an interpretation of the Agreement herein, the Agreement herein shall be amended to include the interpretation.

E. Step Four – Arbitration. If the parties are unable to resolve their differences at Step Three, the dispute will be resolved by arbitration. A written notice requesting arbitration must be delivered to the other parties. The parties will select an arbitrator by mutual agreement. If the parties cannot agree on an arbitrator within 10 working days after the arbitration request notice has been received, then the dispute will be referred to Judicial Arbitration and Mediation Services, Inc., and an arbitrator will be selected either by mutual agreement of the parties or at random.

11. Discrimination Prohibited. Neither party shall discriminate against any employee or any person seeking service under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or the presence of any sensory, mental or physical handicap.

12. Applicable Law, Venue, and Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event of any suit, arbitration, or other proceeding instituted to enforce any term of this Agreement, the venue shall be exclusively in the Superior Court for Kitsap County, Washington, and the substantially prevailing party shall be entitled, in addition to any other relief, to an award of attorney's fees, expert witness fees, and costs of suit.

13. Administrator. The Administrators listed below shall be responsible for and shall be the contact persons for all communications regarding the performance of this Agreement.

CITY OF BAINBRIDGE ISLAND

BAINBRIDGE ISLAND M.P.R.D.

Douglas Schulze
City Manager
280 Madison Ave. N
Bainbridge Island, WA 98110

Terry Lande
Executive Director

Bainbridge Island, WA 98110

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below.

CITY OF BAINBRIDGE ISLAND

BAINBRIDGE ISLAND METROPOLITAN PARK
AND RECREATION DISTRICT

By: _____
Mayor, Anne Blair

By: _____

Date: _____

Date: _____

Attest: _____
Roz Lassoff, City Clerk

Attest: _____

Approved As To Form:

Approved As To Form:

Lisa M. Marshall, City Attorney

Ryan Vancil, District Attorney

EXHIBIT A

ACTIVITY SERVICE FEE FORM TO BE COMPLETED BY THE PARTIES SUBSEQUENT
TO EXECUTION OF ILA

Entity Imposing Charge (District or City)	Item Number if Applicable	Description of Activity	Is Activity Planned or On-Call?	Frequency of Activity	Hourly Rate

TOTAL AMOUNT OF ANNUAL LIMIT:

\$ _____ NOT TO EXCEED \$10,000 (Ten Thousand Dollars)

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: 9:20 PM Resolution No. 2015-17, Declaring the City's Intent to Assume the Transportation Benefit District and Setting a Public Hearing for October 27, 2015 on the Same, AB 15-184 – Finance	Date: 10/6/2015
Agenda Item: STAFF INTENSIVE	Bill No.: 15-184
Proposed By: Lisa Marshall, City Attorney	Referrals(s):

BUDGET INFORMATION

Department: Finance	Fund: Transportation Benefit District Fund	
Expenditure Req: None	Budgeted? No	Budget Amend. Req? No

REFERRALS/REVIEW

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

DESCRIPTION/BACKGROUND

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. In order to take this action, the City Council must pass a resolution declaring its intent to dissolve the transportation benefit district and must schedule a public hearing to receive public input on the same. Should the City Council wish to dissolve the TBD following the public hearing, the Council would pass an ordinance at a subsequent meeting to repeal the establishment of the Bainbridge Island Transportation Benefit District.

RECOMMENDED ACTION/MOTION

Motion:

I move the City Council pass Resolution No. 2015-17 declaring the City's intention to assume the Bainbridge Island Transportation Benefit District and setting a public hearing regarding the same for October 27, 2015.

ATTACHMENTS:

Description	Type
□ Resolution No. 2015-17	Backup Material

CITY OF BAINBRIDGE ISLAND WASHINGTON

RESOLUTION NO. 2015-17

A RESOLUTION OF THE CITY OF BAINBRIDGE ISLAND, WASHINGTON, DECLARING THE CITY'S INTENTION TO ASSUME THE BAINBRIDGE ISLAND TRANSPORTATION BENEFIT DISTRICT AND SETTING A PUBLIC HEARING REGARDING THE SAME

WHEREAS, the City of Bainbridge Island has the responsibility for the improvement, maintenance, protection and operation of public streets and ways within the corporate limits of the City; and

WHEREAS, on August 22, 2012, the City Council adopted Ordinance No. 2012-14 establishing a city-wide transportation benefit district pursuant to Chapter 36.73 RCW for the improvement, preservation, maintenance and operation of the City's transportation infrastructure, to reduce the risk of transportation facility failure, to improve safety, to avoid more expensive infrastructure replacements in the future, and to reduce congestion or stem the expected increase in congestion created by failing roads ("Bainbridge Island Transportation Benefit District" or "the TBD"); and

WHEREAS, on July 1, 2015, the State Legislature passed Second Engrossed Substitute Senate Bill 5987, amending Chapter 36.73 RCW and authorizing cities to assume the rights, powers, functions, and obligations of transportation benefit districts with the same boundaries as the establishing city; and

WHEREAS, the City Council believes that the public interest and welfare will be satisfied by the City assuming the rights, powers, immunities, functions, and obligations of the TBD and hereby declares its intent to do the same; and

WHEREAS, the new legislation requires that the City Council declare its intent to and subsequently hold a public hearing to consider the proposed assumption of the rights, powers, functions, and obligations of the TBD;

NOW, THEREFORE, the City Council of the City of Bainbridge Island, Washington, do resolve as follows:

Section 1. Intent to Hold Public Hearing. The City Council of the City of Bainbridge Island will hold a public hearing at 7:00 PM in City Hall Council Chambers, to consider the City's proposed assumption of the rights, powers, immunities, functions, and obligations of the Bainbridge Island Transportation Benefit District, and all persons interested may appear and be heard.

Section 2. Publication. This Resolution shall be published at least two times during the two weeks preceding the scheduled hearing in newspapers of daily general circulation printed or published in the City.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ____ DAY OF _____, 2015.

CITY OF BAINBRIDGE ISLAND

Anne S. Blair, Mayor

ATTEST/AUTHENTICATED:

Rosalind D. Lassoff, City Clerk

FILED WITH THE CITY CLERK: September 29, 2015

PASSED BY THE CITY COUNCIL:

DATE OF PUBLICATION:

EFFECTIVE DATE:

RESOLUTION NO.: 2015-17

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: 9:30 PM Petition Threshold for Electric Utility Ballot Proposition, AB 15-183 – Executive	Date: 10/6/2015
Agenda Item: COUNCIL DISCUSSION	Bill No.: 15-183
Proposed By: Executive	Referrals(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

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

DESCRIPTION/BACKGROUND

Background:

Members of Island Power, a local organization promoting the creation of a City-owned electric utility have contacted members of the City Council and City management regarding the process of placing an initiative on a future ballot to authorize the City to explore the feasibility of establishing an electric utility. The City of Bainbridge Island does not have an initiative or referendum process so, only the City Council can place a proposition on a ballot for voters to consider.

RCW does require voter approval for the City to acquire an electric utility. A simple majority approval is required. The process does require an eventual feasibility analysis, cost estimates and projected rate analysis. This information would be required prior to the final ballot proposition seeking voter authorization to acquire and establish an electric utility.

RECOMMENDED ACTION/MOTION

Discussion item only - no action required.

ATTACHMENTS:

Description	Type
▣ Petition Letter	Backup Material



Dear Mayor Blair and City Council Members:

Island Power is a group of local residents and volunteers interested in creating a non-profit electric utility for the people of Bainbridge Island. We support reliable, local, carbon free energy and democratic control of our energy system. Island Power is collecting signatures supporting a ballot measure authorizing the City Council to create a city-owned non-profit electric utility.

There is no legal process for citizens to initiate such a request. RCW 35.92.070, the law governing the establishment of city utilities says nothing about petitions or signatures being necessary to take this action. Under this law the City Council can, by majority vote, choose to put such a measure on the ballot at any time. However, it has been reasonably suggested that there be some expression of significant interest by the community before the Council chooses to present such a ballot measure to the voters .

Because there is legally no established process or opportunity to petition the city to call for such a public vote, there is no mandatory number of petition signatures? We propose that the standard should be that used in the last major citizen petition on a highly significant City issue. That occurred in 2009 when Bainbridge Island residents voted to change the city's legal structure from Mayor-Council to Council-Manager form of government. For an Election to be held to change to a Council-Manager form of government the law RCW 35A.06.040 says: "the petitions must be signed by registered voters in number equal to not less than ten percent of the votes cast at the last general municipal election."

We therefore propose to submit to the City Council signed petitions "equal to not less than ten percent of the votes cast at the last general municipal election." According to the Kitsap County Auditor there were 10,967 votes cast in the last municipal election in 2013, and 10% of that number is 1,097.

We are not suggesting that all the details of Washington State elections and other law apply here. These signatures are simply intended as the community's expression of our First Amendment right to petition our government officials to allow a vote on whether or not the city should create a new utility.

When the City Council receives the petitions totaling more than 1,097 valid signatures we ask that this issue be placed on the ballot.

Presenting the public with this question will allow for a full and open public debate about the advantages of locally controlled electric system verses service from PSE. If a majority of the voters support this proposition the city will be empowered to move forward with establishing a community owned electric utility.

Sincerely

Jane Lindley and Steve Johnson
Co Chairs, Island Power.

City of Bainbridge Island

City Council Agenda Bill



PROCESS INFORMATION

Subject: 9:40 PM Pritchard Park Off-Leash Dog Regulations	Date: 10/6/2015
Agenda Item: COUNCIL DISCUSSION	Bill No.: AB 15-043
Proposed By: Councilmember Tollefson	Referrals(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

:	Recommendation:	
City Manager:	Legal:	Finance:

DESCRIPTION/BACKGROUND

Action Item:

Consider rescinding Resolution 2015-08, adopted on May 12, 2015.

Background:

This Resolution approved the establishment of off-leash hours for dogs at Pritchard Park on a temporary basis, subject to approval of BIMPRD. The intent of Council at the time was that the off-leash hours would last only a couple of months, at most, and would not interfere with transfer of Pritchard Park to BIMPRD free and clear of any off-leash regulations.

Discussions with BIMPRD did not result in agreement to an off-leash arrangement, and the Park is now ready for transfer in the near future. It is prudent to rescind the referenced Resolution so that there is no ambiguity concerning the legality of off-leash dogs in Pritchard Park at the time the transfer ultimately takes place.

RECOMMENDED ACTION/MOTION

Motion:

I move the City Council rescind Resolution 2015-08.

City of Bainbridge Island City Council Agenda Bill



PROCESS INFORMATION

Subject: Utility Advisory Committee Notes, September 14, 2015 – Councilmember Tollefson	Date: 10/6/2015
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, September 14, 2015	Backup Material

Sept. 14, 2015 UAC meeting

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

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

1. The meeting began at 4:30 pm. The Agenda was modified to add a discussion of the appropriateness of Committee member contact with parties interested in matters before the Committee, and was accepted as modified. The meeting notes of Sept. 8 were approved.
2. Public Comment: Robert Dashiell commented on the Committees approach to its review of the SSWM utility plan.
3. Sept. 9, 2015 Meeting notes. A motion was made to approve the notes of Sept. 9. The motion was seconded and approved unanimously.
4. The Committee discussed its ongoing review of the SSWM utility. Barry reported that Cami Apfelbeck estimated that her work on the Water Quality Management Program, approximately 45% should be charged to SSWM and 55% to the general fund. Overall, she estimates her time would break down 40% SSWM, 50% general fund, and 10% water utility. The Committee discussed the implications of this, and Andy will present a revised draft report at the next meeting.
5. The Committee discussed whether or not it was proper for Committee members to have private contact with parties which have a vested interest in matters before the Committee. The specific concern arises because of Steve Johnson's interest in the Island Power initiative, and because PSE representatives have been asking to meet individually with members. Andy shared an email from the City Attorney suggesting that no contact might be better. Val questioned that advice, and after discussion it was the consensus that members could have such contact but were not obligated to do so.
6. Public Comment: Tom Brobst of PSE explained that the "electricity reliability plan" referred to in the Comp Plan is probably a plan prepared by PSE that deals with that subject, and not a City plan. He also discussed PSE's operations in general, and its coordination with COBI. He advised the Committee that PSE would have some specific comments and recommendations for the Comp Plan, but they were not yet completed. Mr. Brobst distributed a letter from PSE to the Planning Commission, dated August 27, 2015.
7. The remainder of the meeting was spent discussing individual members' input on portions of the Comp Plan, and on the Committee's overall approach to work on the Plan. The Committee agreed to seek guidance from the Planning Department on the best way to present its work, and on the timeline for doing so.

Adjourn at 6:00 pm. Next meeting is on Sept 28 at 4:30.

Submitted by Councilmember Tollefson

City of Bainbridge Island City Council Agenda Bill



PROCESS INFORMATION

Subject: Ethics Board Notes, September 21, 2015 – Deputy Mayor Scott	Date: 10/6/2015
Agenda Item: COMMITTEE REPORTS	Bill No.: N/A
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

See attached notes.

RECOMMENDED ACTION/MOTION

ATTACHMENTS:

Description	Type
□ Notes	Backup Material

TO: City Council
FROM: Mike Scott
RE: **September 21, 2015 Ethics Board Meeting Notes**

Present: Joe Deets, Ingrid Billies, Judith Tingley, Dennis Willerford, Susan Buckles. Also present: Mike Scott and Lisa Marshall.

1. The meeting was called to order at 6:30pm and adjourned at 8:00pm.
2. Communications: Joe reported that he met with Doug Schulze and Lisa Marshall on August 26 to discuss activities and plans of the Ethics Board. Joe asked Doug about ethics education for City staff (in addition to Council, Committee, and Board members), and Doug was supportive of the idea. Judith reported that she lives on South Beach. South Beach water has been taken over by Kitsap Public Utility. She recently received a letter from KPUD regarding lack of maintenance by the previous owner, and a neighbor asked about potential conflict of interest concerning a Councilmember connected to the previous owner. Dennis reported that there had been a previous ethics issue raised. The Ethics Board determined that there had not been a material conflict of interest, and the issue was not under the jurisdiction of the Ethics Board.
3. There was no public comment.
4. City Attorney Lisa Marshall discussed the Open Public Meetings Act and the Public Records Act as they apply to the Ethics Board.
5. Education Sub-Committee: Judith and Ingrid circulated a proposal for a possible needs assessment. The proposal is to assess needs, desires, concerns before developing educational materials. The Board's discussion of the proposal included review of a draft mission and vision statement for the Board. The Board's consensus was not to conduct a needs assessment at this time, but to use the mission and vision statement as the starting point for a work plan for the Board for 2016. The Board also discussed a framework for educational activities of the Board. The Sub-Committee will try to have written training materials available for review at the next Board meeting.
6. The next meeting of the Board will be on October 19, 2015 at 6:30 p.m. at City Hall.

Respectfully submitted,
Mike Scott
Ethics Board Liaison

City of Bainbridge Island City Council Agenda Bill



PROCESS INFORMATION

Subject: Utility Advisory Committee Notes, September 28, 2015 – UAC Member Leach	Date: 10/6/2015
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
☐ September 28, 2015 Notes	Backup Material

Notes
Utility Advisory Committee
Regular Meeting
Monday, September 28, 2015

Bainbridge Island City Hall
Council Conference Room
280 Madison Avenue N., Bainbridge Island, WA

Members present: Andy Maron (chairperson), Steve Johnson, Jeff Kanter, Steven Leach, Nancy Nolan, and Emily Sato. Not present: Jim Thrash.

Designated Council representative Van Tollefson was not present.

Also present: Barry Loveless (COBI Public Works Director), Tom Brobst (Puget Sound Energy), Robert Dashiell, Jaco ten Hove, and Dan Hamlin (Park District).

There being a quorum, the chairperson called the meeting to order at 4:35 p.m.

The Committee approved the September 28 published agenda and minutes of the September 14, 2015 regular meeting as submitted.

Public Comment

Regarding the Water Quality Flow Management Program (WQFMP), as a ratepayer, Mr. Dashiell asked the Committee to tell him what WQFMP costs his SSWM (Storm and Surface Water Management) utility fees pay for.

Mr. Brobst distributed copies of a map showing 2015-16 PSE projects planned for Bainbridge Island.

Mr. ten Hove, a member of Island Power, spoke in favor of public power to replace PSE and explained that the group was urging the City Council to include this issue on a spring 2016 ballot.

SSWM Operating Expenses

The Committee reviewed an updated draft version of a Report on SSWM Operating Expenses. The Committee deferred further discussion of SSWM fees and a decision on the draft (September 28) recommendations until its October 12 meeting when Mr. Loveless will present the results of Public Works' evaluation of billable units subject to SSWM fees.

Water-Sewage Rate Increase

According to Mr. Loveless, the deferral of a scheduled water-sewer rate increase will be on the Council's meeting agenda next week. City code provides for an automatic annual rate increase of CPI plus 2% unless Council votes down or defers the increase by December of each year. Mr. Maron provided background about the rate increase provision. This issue has not come before the UAC. The Committee discussed, but made no decision, whether the UAC should conduct an annual review of city-managed utilities' revenues and expense to inform Council's deliberations.

Draft Water System Plans

Mr. Loveless said the consultant should be prepared to present the draft water system plans to the UAC at its October 26 meeting.

Tour of City Water and Sewage Facilities

The orientation for members will be 9:00 to 12:00 on Friday, October 16, departing from City Hall.

Comprehensive Plan for Utilities and Water Resources Elements

The committee considered what process to adopt for its markup of the utilities elements goals and policies, starting with the goals for all utilities in the 2004 Comp Plan (Goals 1-7). After considering changes to those goals, the committee tasked Mr. Leach to prepare a draft for the next meeting. Other members are to continue working on their assigned utility elements and to incorporate any goals/policies from the 2004 Comp Plan (Goals 1-7) germane to their assignments.

Special Meeting

There will be a special meeting of the UAC on Wednesday, October 7, at 4:30 p.m. to continue work on the utilities element of the Comp Plan.

The meeting adjourned at 6:30 p.m.

Steven G. Leach
September 28, 2015

City of Bainbridge Island City Council Agenda Bill



PROCESS INFORMATION

Subject: Upcoming Council Meeting Calendar	Date: 10/6/2015
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

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	30	Ordinance No. 2015-26, SSWM Rates, 1st Reading (Info.)
							PCD	20	Resolution No. 2015-16, Ferncliff Village Phase II Final Subdivision Amendment Closed Record Meeting (Consider Action) - added
							EXEC	10	Assuming the Transportation Benefit District, Public Hearing (Consider Action) - added
							FIN	10	Ordinance No. 2015-32, 2016-2021 Capital Facilities Plan, 2nd Reading (Consider Action)
							FIN	10	Ordinance No. 2015-35, Declaration of Substantial Need, Public Hearing (Consider Action) - added
							FIN	10	Ordinance No. 2015-27, Property Taxes Levied in 2016, Public Hearing (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. 2015-33, Mid-Biennial Modifications, Public Hearing; Consider scheduling approval 11/3)
							PW	10	Wing Point Way Non-Motorized Improvement Construction Award (Pending State Approval)
							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)
							EXEC	CA	Equipment Sharing Interlocal Agreement w/BIMPRD (Consider Action)
								155	

2015 PROPOSED COUNCIL CALENDAR ITEMS

Study Session 7 pm					Business Meeting 7 pm				
Absences	Clerk	Department	Timing (min)		Absences	Clerk	Department	Timing (min)	
Roz	Kelly		25	3-Nov					10-Nov
		FIN		Ordinance No. 2015-34, Q3, 2015 Budget Adjustments, 1st-Reading (Info.) - Not needed					
		PW	10	Ordinance No. 2015-30, Sewer System Policies for Control of Fats, Oils & Grease (Info.)					
		PW	10	Cave Avenue Water Main Extension Latecomers Agreement (Info.)					
		EXEC	10	Resolution No. 2015-__, Amending the Fee Schedule Related to Wireless Facilities (Info.)					
		FIN	10	Ordinance No. 2015-26, SSWM Rates, 2nd Reading (Consider Action)					
		EXEC	10	Ordinance No. 2015-31, Assuming the Transportation Benefit Distict, 1st Reading - added					
		FIN	5	Ordinance No. 2015-33, Mid-Biennial Modifications (Consider Action) - moved from 11/17					
			80						
	Roz		25	17-Nov				25	24-Nov
		FIN		Ordinance No. 2015-33, Mid-Biennial Modifications (Consider Action) - moved to 11/3					
		PW	10	Soundview Drive (Road End #24) Donation Agreement (Consider Action) - added					
		PW	10	Cave Avenue Water Main Extension Latecomers Agreement (Consider Action)					
		EXEC	10	Ordinance No. 2015-31, Assuming the Transportation Benefit Distict - added					
		FIN		Ordinance No. 2015-34, Q3, 2015 Budget Adjustments, 2nd-Reading (Consider Action)- Not needed					
		EXEC	CA	Resolution No. 2015-__, Amending the Fee Schedule Related to Wireless Facilities (Consider Action)					
		PW	CA	Ordinance No. 2015-30, Sewer System Policies for Control of Fats, Oils & Grease (Consider Action)					
			55						

2015 PROPOSED COUNCIL CALENDAR ITEMS

[illegible]