

REGULAR CITY COUNCIL STUDY SESSION
TUESDAY, MAY 19, 2015
LOCATION: BAINBRIDGE ISLAND CITY HALL
280 MADISON AVENUE NORTH, BAINBRIDGE ISLAND, WA 98110

1. 6:30 PM EXECUTIVE SESSION
Property Acquisition (RCW 42.30.110(1)(b))
2. 7:00 PM CALL TO ORDER / ROLL CALL
3. 7:05 PM ACCEPTANCE OR MODIFICATION OF AGENDA / CONFLICT OF INTEREST
DISCLOSURE
4. 7:10 PM CITY MANAGER'S REPORT
Comprehensive Plan/Navigate Bainbridge Update
5. 7:15 PM PRESENTATION
 - A. 7:15 PM Kitsap Economic Development Alliance, Q1, 2015 Report

Documents: [051915 KEDA Q1 2015 Report.pdf](#)
6. 7:30 PM STAFF INTENSIVE
 - A. 7:30 PM Public Safety Facility Site Discussion

Documents: [051915 Public Safety Facility Discussion Agenda Bill.docx](#), [051915 Public Safety Facility Site Discussion Memorandum.docx](#)
 - B. 8:00 PM Proposed Revisions to Ericksen Avenue Design Guidelines

Documents: [051915 Ericksen Design Guidelines Agenda Bill.docx](#), [051915 Ericksen Design Guidelines SD-3 Memo To](#)

- C. 8:15 PM Resolution No. 2015-09, Establishing Electric Vehicle Charging Station Fee

Documents: [051915 Resolution No. 2015-09 Agenda Bill.docx](#),
[051915 Resolution No. 2015-09 EV Charging Station Fees.docx](#)

- D. 8:20 PM Transfer of Pritchard Park to the Bainbridge Island Metropolitan Park and Recreation District (BIMPRD)

Documents: [051915 Pritchard Park Transfer Agenda Bill.docx](#),
[051915 Pritchard Park Parcel Map.pdf](#)

- E. 8:30 PM Proposed Relocation of Madison Tot Lot Driveway Easement and Recording of Conservation Easement

Documents: [051915 Madison Tot Lot Proposed Relocation Of Easement Agenda Bill.docx](#), [051915 Madison Tot Lot Declaration Of Covenants.docx](#), [051915 Madison Tot Lot Easement.pdf](#)

- F. 8:40 PM Settlement Agreement for New Cingular Wireless v. City of Bainbridge Island, et al

Documents: [051915 New Cingular Settlement Agreement Agenda Bill.docx](#), [051915 New Cingular Wireless V. COBI Settlement Agreement.docx](#)

7. 8:50 PM COUNCIL DISCUSSION

- A. 8:50 PM Suzuki Property

Documents: [051915 Suzuki Property Agenda Bill.docx](#)

- B. 9:00 PM Election of Deputy Mayor for June through December 2015

8. 9:05 PM COMMITTEE REPORTS

- A. Non-Motorized Transportation Advisory Committee Notes, May 13, 2015 – Councilmember Roth

Documents: [051915 NMTAC Committee Liason Report.pdf](#)

- B. Utility Advisory Committee Notes, May 14, 2015 – Councilmember Tollefson

Documents: [051915 UAC Report 051415 Meeting.pdf](#)

C. Council Liaison Report – Mayor Blair

Documents: [051915 Liaison Report.pdf](#)

9. 9:10 PM REVIEW OF UPCOMING COUNCIL MEETING AGENDAS

Documents: [051915 Review Upcoing Council Meeting Agendas.pdf](#)

10. 9:15 PM FOR THE GOOD OF THE ORDER

11. 9:20 PM ADJOURNMENT

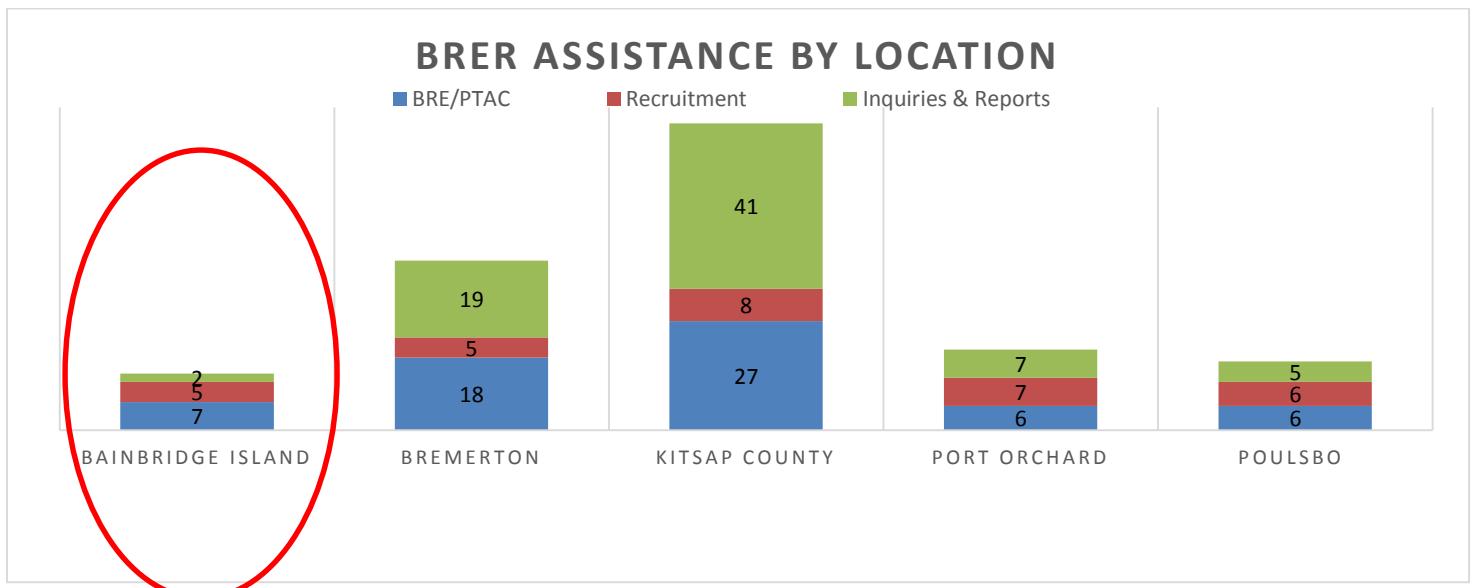
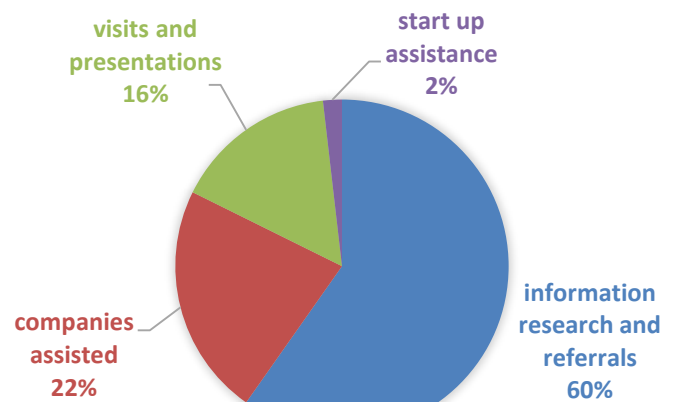
Times listed on this agenda are appropriate. Public Comment may be limited to allow time for Council to deliberate.

Americans with Disabilities Act (ADA) accommodations provided upon request. Those requiring special accommodations, please contact the City Clerk at 206-842-2545 (cityclerk@bainbridgewa.gov) by Noon of the day preceding the meeting.

BUSINESS RETENTION, EXPANSION AND ATTRACTION (BRER)

Retain, Expand and Assist Primary Businesses in Kitsap County

BRER Assistance	Q1	YTD %	Annual Goal
information research and referrals	98	49%	200
companies assisted	37	25%	150
visits and presentations	26	26%	100
Start-up assistance	3	10%	30
Early stage technology firms contacted	0	0%	10
Early stage technology assisted	0	0%	5
NOTE: numbers in parens are annual goal			



Business Attraction Activity:

- Team member of WA State delegation at Foreign Direct Investment Conference
- Attended one (1) trade shows
 - PNAA Aerospace Show (Lynnwood, WA)
- Co-sponsored Pacific NW Defense Luncheon
- Hosted or Presented at 9 PTAC classes
 - Contracting Coffee Hour (3)
 - Get Certified (Woman Owned Business)
 - Overhead Pricing
 - Boots to Business
 - Change Order Pricing
 - SBA Outreach
 - Port Townsend Contractor's Workshop
 - Government Contracting Essentials
- Continued #KitsapConnected Digital Ambassador Program
- Continued Kitsap promotion via news releases, twitter and Facebook

Listing of cases at end of this report

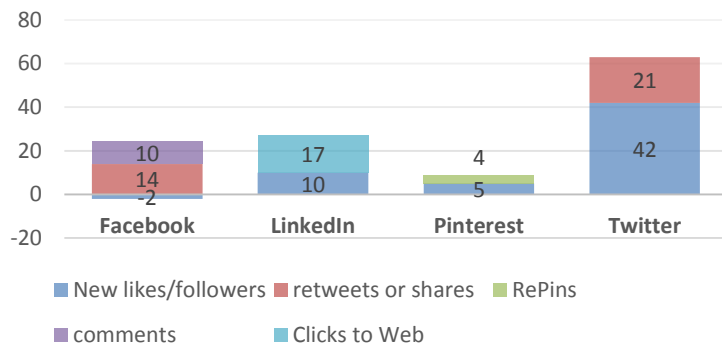
BRE Activities:

- Presentations to business owner groups
 - Kitsap Commercial Investment Brokers
 - GKEDC Hotel Study
 - KEDA Annual Meeting
 - OEA (office of economic adjustment – defense project) interview
- Helped coordinate three (3) Kitsap Business Forums
- Hosted/presented at 9 PTAC Workshops
 - Contracting Coffee Hour (3)
 - Get Certified (Woman Owned Business)
 - Overhead Pricing
 - Boots to Business
 - Change Order Pricing
 - SBA Outreach
 - Port Townsend Contractor's Workshop
 - Government Contracting Essentials
- Continued #KitsapConnected Digital Ambassador Program
- Continued Kitsap promotion via news releases, twitter and Facebook
- Continued updates of KEDA website, KEDA Facebook page, Pinterest boards and KEDA Twitter account

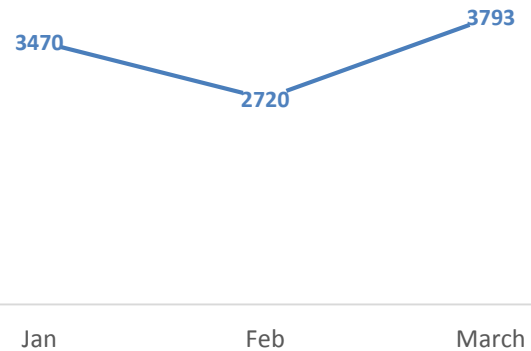
Listing of cases at end of this report

MARKETING AND OUTREACH

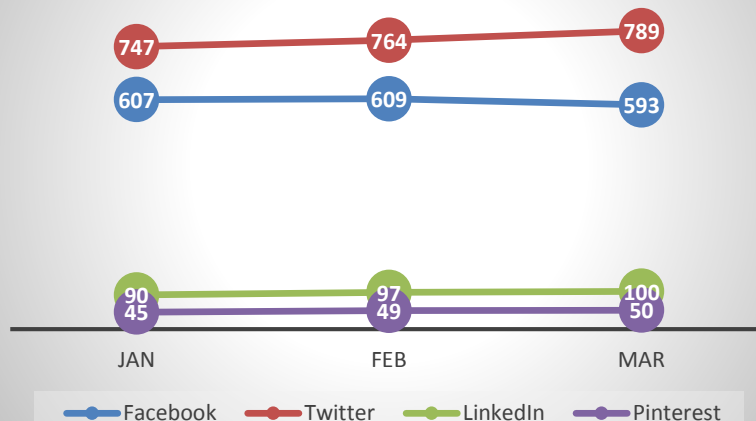
KEDA SOCIAL MEDIA ACTIVITY



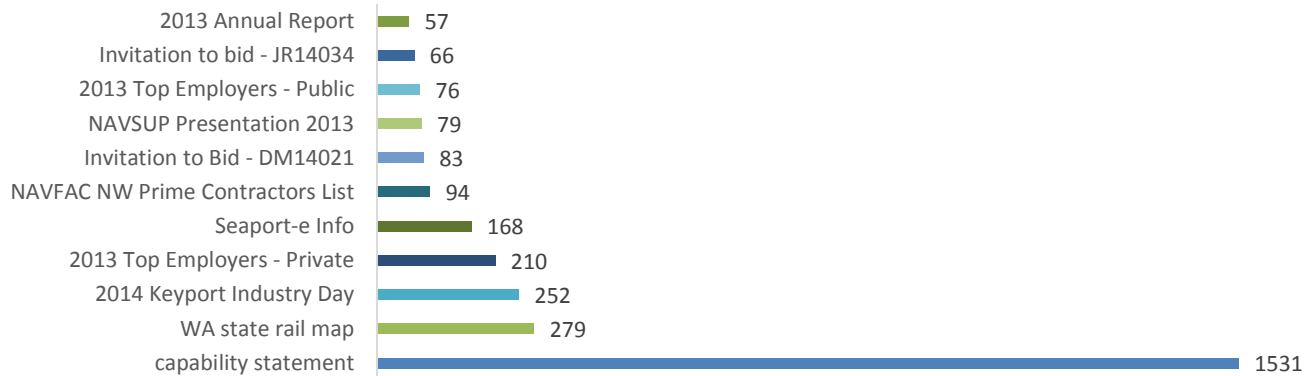
KITSAPEDA.ORG UNIQUE VISITS



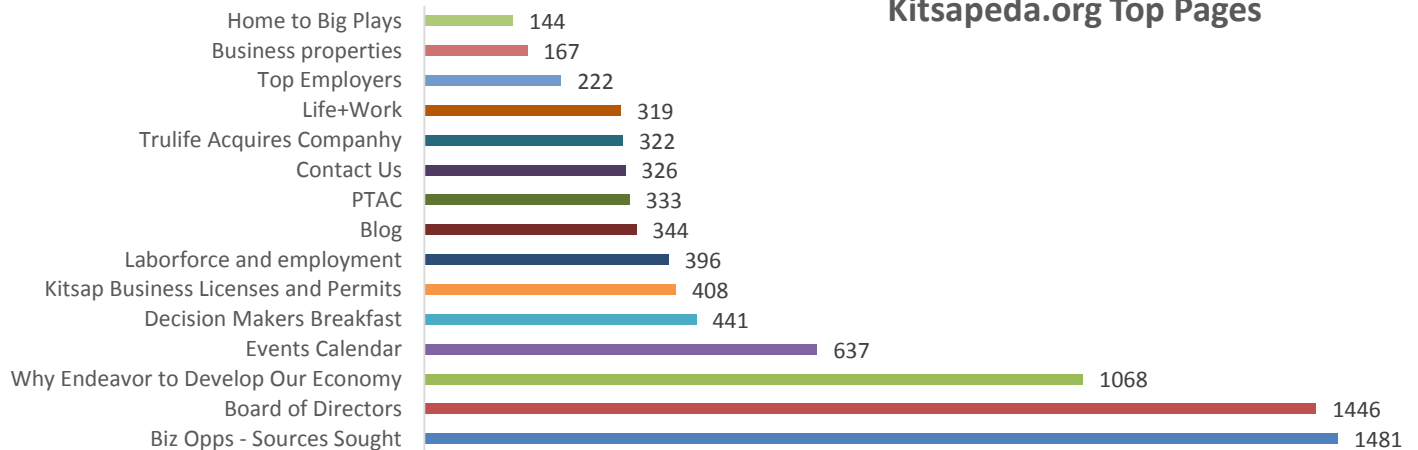
KEDA Social Media Followers



Q1 Top Document Downloads Kitsapeda.org



Kitsapeda.org Top Pages



BUSINESS ATTRACTION CASES

Date started	Code Name	Comments & Updates
3/25/2015	FDI	Contacts with several firms regarding foreign direct investment with Kitsap firms and/or partnering in Kitsap
7/10/2014	Project Aero 2014	site visit Q3 2014; q1 2015 follow up at PNAA event
7/1/2014	Project Sight	Q3 2014: start up seeking investors with desire to manufacture in Kitsap; two of the principals reside in Kitsap. Q1 2015: Follow up re investment status

BUSINESS RETENTION AND EXPANSION CASES

SITE VISITS/COUNSELING SESSIONS:

NOTE: In the following posts, PTAC stands for Procurement Technical Assistance Center

Date Started	Code Name	Comments & Updates
9/9/14	Business Services 50	Q3 2014: Met client at board meeting; following up re assistance and referrals Q4 2014: met with client; discussed new service line and marketing Q1 2015: continued follow up
8/20/14	Professional Services 10	Q3 2014: new PTAC client; attended Govt Contracting 101; follow-up session with Mary Jo Q4 2014: Attended GEW events; follow up regarding capability statement and VA verification Q1 2015: provided info on VOSB certification and advised re marketing as VOSB
6/25/13	Defense 35	Q2 2013: Client requested assistance in setting up SDVOSB firm for joint venture with existing Kitsap firms. Q3 2013: Client met with Mary Jo to review options. Client reports they have begun paperwork process for new firm Signed client up for BidMatch on PTAC system; worked with client on marketing materials Q4: Introduced client to prime contractor for potential teaming; client has received SDVOSB designation; reviewed marketing materials and helped refine marketing plan Q1 2014: met with client to finalize marketing materials Q2 2014: worked with client regarding assignment of claims Q1 2015: client has renewed business interest; focused on small business vs. agencies
4/18/12	Business Services 32	Meeting with client regarding plans and growth; follow up as required. Continued follow up Q1 2015: met with client to brainstorm on new programs; outreach and potential collaboration
9/30/11	healthcare 2	Met with client regarding business climate and needs. Follow up as directed by client q1 2015: follow up re current opportunities and growth plans
9/9/11	Business Services 3	Met with client re business climate; growth needs. Follow up as needed Nov: follow up meeting Q4 2012: participated in focus group for client ; Q1 2013: meeting with management re trends and 2013 forecast Q2: PTAC assistance re lien holdings Q3: client participated in briefing re regional climate Q2 2014: met with marketing dept. re social media and ways to connect with KEDA's outreach Q3 2014: worked with client on community event; provided referral for nonprofit research Q1 2015: provided input for resources to fid new clients including Alliance
3/9/11	Professional Services 3	Client requested assistance interpreting RFP for contract mediation services. Mary Jo provided insight and explanations. Continued review of proposal; notified of two subcontracting opps; counseled re 8A application process July: Continued counseling re contracts and applications Aug: updated bid match key words Oct: Provided review of current Govt contract. Nov: Took client to meet with other resource providers. May: Client requested assistance on contract follow-up with dept. of interior -- done.; June sent email re upcoming Walsh construction bid seeking subs Provided info on PTAC BidMatch and FedBid; also follow up on how to request proposal review Q2 2014: Worked with client on marketing to GSA and other agencies Q1 2015: attended Jan contracting coffee hour

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Public Safety Facility Discussion

Date: May 19, 2015

Agenda Item: Staff Intensive

Bill No.: AB 14-008

Proposed By: Doug Schulze, City Manager

Referral(s):

BUDGET INFORMATION

Department/Fund: Executive

Munis Contract #

Expenditure Req: N/A

Budgeted? ☐ Yes ☒ No

Budget Amend. Req? ☐ Yes ☒ No

REFERRALS/REVIEW

Study Session

Recommendation:

City Manager ☒ Yes ☐ No ☐ N/A

Legal ☒ Yes ☐ No ☐ N/A

Finance ☐ Yes ☐ No ☒ N/A

DESCRIPTION/SUMMARY

Action Item:

Informational only – no action requested.

Background:

Item has been placed on the May 19, 2015, City Council Study Session agenda to continue to keep the City Council informed about information related to site options for the new public safety facility. During the 2015 City Council Advance, City Council established a goal to complete the site selection process by June 2015.

RECOMMENDED ACTION

Information only – no action requested.



CITY OF BAINBRIDGE ISLAND
CITY MANAGER'S OFFICE

MEMORANDUM

TO: Mayor and City Council
FROM: Doug Schulze, City Manager
DATE: May 19, 2015
RE: Public Safety Facility Discussion

The City Council has established a goal to complete decisions regarding the police facility site selection and funding source by the end of June 2015. At the City Council Study Session on March 3, 2015, the City Council discussed the features of three potential sites:

- a) North of City Hall (three parcels along Madison Ave. in Winslow, immediately north of the existing City Hall).
- b) Sakai property (parcel on Madison Ave., between High School Rd. and New Brooklyn Rd., adjacent to property recently purchased by Parks District).
- c) Coultas property (parcel on New Brooklyn Rd., immediately west of Fire Department Station #23).

A summary comparison of these three options is provided below. Additional detail can be found in the briefing memo provided to the City Council for the March 3 discussion.

A. North of City Hall (three parcels along Madison Ave. in Winslow, immediately north of the existing City Hall).

This is the smallest site (0.75 acres), and would require the highest development costs due to existing improvements on the property. The site could support a two-story facility and could include the Municipal Court, however additional/future expansion would not be possible.

The proximity to City Hall would allow improved coordination with other government functions. The central Winslow location would align with previous community decisions to locate civic facilities within the downtown core, and would facilitate community policing efforts.

B. Sakai property (parcel on Madison Ave., between High School Rd. and New Brooklyn Rd., adjacent to property recently purchased by Parks District).

This is the largest site (8.97 acres), and is expected to have the highest cost for land acquisition. This property is large enough to support a one-story facility, which provides improved building

functionality. It also offers the potential to locate additional future City facilities on the same property.

C. Coultas property (parcel on New Brooklyn Rd., immediately west of Fire Department Station #21).

This site (1.89 acres) is large enough to support a two-story facility and could include the Municipal Court, however additional/future expansion would not be possible. This site is expected to have the lowest cost for land acquisition. It is adjacent to the BIFD Station #21, which could facilitate some improved coordination between Police and Fire operations.

Previous Decisions

Since early 2014, the City has been engaged in a thorough review of the options available to replace the existing Police Station. As one element of that review, the City evaluated the possibility of a co-located facility with Bainbridge Island Fire Department (BIFD), at the site of the BIFD Fire Station #21. Preliminary designs indicated that both Police and BIFD functions could be placed at that location, however there were some constraints to the site and additional future expansion was not possible. The City Council determined that a stand-alone Police facility, ideally co-located with other City functions, would be more beneficial.

The City Council also reviewed the possibility of using the site of the existing Police Station as the location for a new facility. The size and irregular configuration of this site (0.89 acres) would require the purchase of some additional property to support a new facility. This site also suffers from complicated traffic and access due to the proximity to the Washington State Ferry Terminal. Construction of a new public safety facility at this site would also significantly impact any future redevelopment of this area. For these reasons, the Council has previously determined to seek a new location to site the planned facility.

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Proposed Revisions to Ericksen Avenue Design Guidelines	Date: May 19, 2015
Agenda Item: Staff Intensive	Bill No.: 15-107
Proposed By: Planning Director Kathy Cook	

BUDGET INFORMATION

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

REFERRALS/REVIEW

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

Action Item:

Provide direction to staff as to whether the City Council supports amending the Department's work plan to include reviewing Ericksen Avenue Design Guideline SD3.

Background:

Please see attached staff memorandum.

RECOMMENDED ACTION

Motion:

I move that the Planning Department's 2015 workplan should (should not) include the process of reviewing and possibly revising Ericksen Avenue Design Guideline SD3.

City of Bainbridge Island
PLANNING & COMMUNITY DEVELOPMENT



MEMORANDUM

TO: City Council

FROM: Kathy Cook
Planning Director

DATE: May 19, 2015

RE: Ericksen Avenue Design Guideline SD3

The City Council meeting agenda for May 19 includes a discussion of the Design Guidelines for the Ericksen Avenue Overlay District. The purpose of this memo is to provide background information for this discussion.

The City Council approved Ordinance 2013-07 on April 10, 2013, adopting revisions to the Design Guidelines for the Ericksen Avenue Overlay District. Recently, several property owners who have researched the legislative history of the adoption process have come forward, stating that the way the adopted guidelines were codified does not match the intent of the Council's adopting motion. The specific concern is Design Guideline SD3, which currently reads:

SD3. Ravine View Corridors: On the east side of Ericksen Avenue from Winslow Way to 200 feet north of Wyatt Way (where the Winslow Ravine leaves Ericksen to cross under highway 305), the total of both side yard setbacks **should** be at least 30% of the width of the frontage on Ericksen. Driveways may be in the setbacks, but the open-air view from the street through to the Winslow Ravine **shall** remain unobstructed by buildings or fences.

The concern that has been expressed is that the Council intended to provide more flexibility in this guideline and that the codified version shown above is not correct. Staff has reviewed the minutes from the meeting and listened to the full transcript, and it appears that this may be correct, as indicated in the following sequence:

- 1) The original packet that went to the Council on April 10, 2013 had two "shalls," reading:

SD3. Ravine View Corridors: On the east side of Ericksen Avenue from Winslow Way to 200 feet north of Wyatt Way (where the Winslow Ravine leaves Ericksen to cross under highway 305), the total of both side yard setbacks **shall** be at least 30% of the width of the frontage on Ericksen. Driveways may be in the setbacks, but the open-air view from the street through to the Winslow Ravine **shall** remain unobstructed by buildings or fences.

2) After hearing public comment at the April 10, 2013 Council meeting regarding the impacts of using the directive “shall” in Guideline SD3, the Council passed a motion that would have modified Guideline SD3 by changing the “shall” in the second sentence as follows:

SD3. Ravine View Corridors: On the east side of Ericksen Avenue from Winslow Way to 200 feet north of Wyatt Way (where the Winslow Ravine leaves Ericksen to cross under highway 305), the total of both side yard setbacks shall be at least 30% of the width of the frontage on Ericksen. Driveways may be in the setbacks, but the open-air view from the street through to the Winslow Ravine ~~shall~~ should remain unobstructed by buildings or fences.

3) However, the language that was codified incorrectly changed the first “shall” to “should” and did not amend the second sentence:

SD3. Ravine View Corridors: On the east side of Ericksen Avenue from Winslow Way to 200 feet north of Wyatt Way (where the Winslow Ravine leaves Ericksen to cross under highway 305), the total of both side yard setbacks ~~shall~~ should be at least 30% of the width of the frontage on Ericksen. Driveways may be in the setbacks, but the open-air view from the street through to the Winslow Ravine **shall** remain unobstructed by buildings or fences.

It is clear that the codified version does not reflect the Council’s motion (changing the second “shall” to “should.”) In addition, in listening to the recording of the Council’s full discussion, it appears that the Council’s intent may have been to add flexibility by changing both “shalls” to “shoulds.”

Mayor Blair has requested that staff brief the Council on this issue and ask whether the full Council supports amending the Department's work plan to include reviewing Guideline SD3.

An excerpt from the minutes of the April 10, 2013 meeting is attached.

ITEMS DISCUSSED

PUBLIC HEARING: ORDINANCE NO. 2013-07, REVISIONS TO DESIGN GUIDELINES FOR THE ERICKSEN AVENUE OVERLAY DISTRICT, AB 13-031 – PLANNING 7:23:23 PM

Planning Director Cook introduced the ordinance which would adopt revisions to the existing design guidelines for the Ericksen Avenue Overlay District. She gave a brief overview of the process to date.

At 7:25 pm, Mayor Bonkowski opened the public hearing.

Denise Reynolds said he submitted written comments. He commented on the practicalities of redeveloping Ericksen and opportunities for various development applications. He believed the 30 percent set aside was a bridge too far.

Mayor Bonkowski closed the public hearing at 7:27 pm.

Councilmembers posed questions. Planning Director Cook suggested changing Design Guideline SD3 language regarding ravine view corridors by replacing the word shall to should when feasible. Interim City Attorney Haney responded to written comments made by Mr. Reynolds. Following additional questions and comments, a motion was made.

7:50:02 PM

MOTION: *I move that the City Council adopt Ordinance No. 2013-07, revising the design guidelines for the Ericksen Avenue Overlay District in the Mixed Use Town Center as presented with the change to design guideline SD3 and that the language in that particular guideline be changed and the word shall in the second sentence be changed to should.*

BLAIR/BLOSSOM – *Motion carried unanimously, 6-0.*

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Resolution No. 2015-09, Establishing Electric Vehicle Charging Station Fee	Date: May 19, 2015
Agenda Item: Staff Intensive	Bill No.: 15-105
Proposed By: Ellen Schroer, Finance Director	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

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

Action Item:

Consider forwarding Resolution No. 2015-09, Establishing Electric Vehicle Charging Station Fee to the June 9, 2015 consent agenda.

History:

The City installed a new electric vehicle charging station on Winslow Way in 2015. The City owns this charging station and pays for the electricity used by vehicles which use the station.

RECOMMENDED ACTION

Motion:

I move that the City Council forward Resolution No. 2015-09, Establishing Electric Vehicle Charging Station Fee to the June 9, 2015 consent agenda.

RESOLUTION NO. 2015-09

A RESOLUTION of the City of Bainbridge Island, Washington, relating to the charge for electricity at the City's vehicle charging station; and amending Section 9 of the City's Fee Schedule.

WHEREAS, the City has a charging station for electric vehicles on Winslow Way; and

WHEREAS, the rate for electricity at the charging station has been set; and

WHEREAS, the City's Fee Schedule needs to be updated to add the rate; now, therefore,

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

Section 1. Section 12 of the City's Fee Schedule, Miscellaneous Fees, is hereby amended to add the following section:

VEHICLE CHARGING STATION \$0.49 kw/hr

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

APPROVED by the Mayor this ____ day of _____, 2015

Anne S. Blair, Mayor

ATTEST/AUTHENTICATE:

Rosalind D. Lassoff, City Clerk

FILED WITH THE CITY CLERK: May 14, 2015
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 2015- 09

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Transfer of Pritchard Park to Bainbridge Island Metropolitan Parks District (BIMPRD)	Date: May 19, 2015
Agenda Item: Staff Intensive	Bill No.: AB 15-043
Proposed By: Executive	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

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

Action Item:

Give status update on transfer to BIMPRD of property at Pritchard Park that is currently jointly owned by the City and BIMPRD.

History:

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

RECOMMENDED ACTION:

No motion necessary. Status update.



CITY OF BAINBRIDGE ISLAND PUBLIC WORKS ENGINEERING DEPARTMENT 		352502-1-001-2001 352502-1-035-2001 Pritchard Park S35 T25 R2E, W.M.	
02-26-2015 DATE	1 NUMBER		

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Proposed Relocation of Madison Tot Lot Driveway Easement and Recording of Conservation Easement	Date: May 19, 2015
Agenda Item: Staff Intensive	Bill No.: 15-078
Proposed By: Executive	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

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

DESCRIPTION/SUMMARY

Background.

The property upon which the Madison Tot Lot is located was conveyed in 2009 by the City to the Bainbridge Island Metropolitan Park District (the "District"). That conveyance included a Conservation Easement, which was attached to the materials recorded but not executed by the parties. On April 14, 2015, the City Council directed the City Attorney to have recorded the Conservation Easement, which provides for monitoring and enforcement of activities on the Tot Lot property to ensure that the conservation values (that it remain a park and contain no sport courts or other structures) are preserved. The Conservation Easement, not yet recorded, is attached.

Blue North Development, the owner of the property surrounding the Tot Lot, wishes to relocate the existing driveway easement. A drawing of the proposed relocated easement is attached. Should the City record the Conservation Easement, relocation of the driveway easement will not be allowed, because paragraph 4.2 of the Conservation Easement prevents surface alteration, including grading. Both the District as owner of the Tot Lot and Blue North Development as owner of the property to the South of the Tot Lot wish to relocate the easement as the relocation will provide access to the Tot Lot from the South and from the East. The City has been asked not to record the Conservation Easement until Blue North and the District have executed Declaration of Covenant and Reciprocal Easement to replace the 1997 easement and relocate the easement.

Staff has been asked to bring this matter to the Council for additional discussion regarding whether the Council wishes to record the Conservation Easement immediately, thereby preventing relocation of the driveway easement, or whether Council wishes to delay recording of the Conservation Easement until after the relocation of the driveway easement has been completed.

RECOMMENDED ACTION

Council's direction is requested regarding the timing of the recording of the Conservation Easement

AFTER RECORDING RETURN TO:

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

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RELATING TO CONSERVATION OF PROPERTY**

Grantor: Bainbridge Island Metropolitan Park and Recreation District, a
Washington special purpose district

Grantee: City of Bainbridge Island, Washington, a Washington municipal
corporation

Short Legal Description: SW ¼, NW ¼, Sec. 26, T.25N., R.2E., W.M.
Lot B City of Bainbridge Island Short Plat No. BI-66
being a portion of the Southwest Quarter of the Northwest
Quarter, Section 26, Township 2 North, Range 2 East,
W.M. Kitsap County, Washington.

Assessor's Property Tax 262502-2-105-2005
Parcel/Account Number(s):

Reference Numbers of Documents Released or Assigned: N/A

THIS DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS RELATING TO CONSERVATION OF PROPERTY (this
“Declaration”) is made this ____ day of _____, 2015 by the BAINBRIDGE
ISLAND METROPOLITAN PARK AND RECREATION DISTRICT, a Washington
special purpose district (the “District”).

I. Background and Intention

A. The District is the sole owner in fee simple of certain real property in Kitsap County, Washington, more particularly described in **Exhibit A** (the "Property").

B. The Property has certain scenic area, natural, educational, wildlife habitat, and recreational values (collectively, "Conservation Values") of great importance to the City of Bainbridge Island (the "City") and the people of Bainbridge Island, Kitsap County and the State of Washington.

F. The specific Conservation Values are more particularly described and documented in **Exhibit B** ("Baseline Documentation"), which documentation provides, collectively, an accurate representation of the Property and description of the Conservation Values at the time of this Declaration and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Declaration.

G. The District desires to ensure that the Conservation Values shall be preserved and maintained in perpetuity by prohibiting uses of or activities on the Property that will impair or interfere with those values. In addition, and pursuant to BIMC 18.37.070, the District wishes to sever and transfer to the City the .50 development right of the Property by executing this Declaration.

H. The City is a municipal corporation, qualified to receive the rights retained herein for the purpose of conserving and preserving the waters, wetlands, wildlife habitat, timberlands, undeveloped land, scenic areas, open spaces, and recreational and agricultural lands on Bainbridge Island and in Kitsap County.

II. Terms of Declaration

Declaration of Covenants and Conditions. For the reasons stated above, the District hereby declares that all of the Property is held and shall be held, conveyed, encumbered, leased, rented, occupied and improved subject to the provisions of this Declaration. The rights, restrictions and covenants contained herein shall be perpetual and shall run with the land.

Purpose and Intent. The purpose of this Declaration is to assure that the Property will be retained forever in its current condition and to prevent any use of the Property that will substantially impair or interfere with the Conservation Values. The District intends that this Declaration will restrict the use of the Property by the District and its successors and assigns to such activities as are consistent with the purpose of this Declaration.

Rights of the District. To accomplish the purpose of this Declaration the District hereby conveys to the City the following rights with respect to the Property:

To preserve and protect the Conservation Values;

To enter upon the Property at reasonable times, in the City's discretion, to monitor the District's compliance with and to otherwise enforce the terms of this Declaration; provided that the City shall provide reasonable notice to the District before entering upon the Property, and the City shall not unreasonably interfere with the District's use and quiet enjoyment of the Property;

To prevent any activity on or use of the Property that is inconsistent with the purpose of this Declaration and to require the restoration of such areas or features of the Property that may be damaged by any such inconsistent activity or use, pursuant to Section 8; and

To place a sign no larger than six square feet at the edge of the Property and/or a series of boundary markers along the boundary of the Property, declaring that the Property is being preserved pursuant to this Declaration in favor of the City of Bainbridge Island and stating other information about the City's conservation efforts.

Prohibited Activities and Uses. Any activity on or use of the Property inconsistent with the purpose of this Declaration is prohibited. Without limiting the generality of the foregoing, except to the extent such activities are expressly permitted in Section 5, the following activities on and uses of the Property are inconsistent with the purpose of this Declaration and are expressly prohibited:

Subdivision. The legal or de facto subdivision of the Property for any purpose;

Surface Alteration. Any alteration of the surface of the land, including, without limitation, grading and the excavation or removal of soil, sand, gravel, rock, peat, or sod, except as such alteration specifically relates to and facilitates the public park and/or open space activities permitted upon the Property;

4.3 **Construction of Structures.** The construction, installation or erection of any temporary or permanent structures, except for the playground structure, and to the extent that such structures are directly related to, consistent with, and facilitate the public park and/or open space activities permitted herein;

4.4 **Wetlands.** The draining, filling, dredging or diking of any wetland areas;

4.5 **Waste Disposal.** The dumping or other disposal of any waste, refuse or debris of any description, including toxic or hazardous substances as defined in any applicable federal, state or local laws, regulations or ordinances, but excluding refuse bins and containers which are incidental to the use of the Property for public park and/or open space purposes;

4.6 **Utility Systems.** The installation of new utility systems or extensions of existing utility systems, including, without limitation, water, sewer, septic, power, fuel, and communication lines and related facilities, except to the extent reasonably necessary to support the public park and/or open space activities upon the Property;

4.7 **Mineral Development.** The exploration for minerals, including sand and gravel, or hydrocarbons, or development or extraction thereof by any method;

4.8 **Hunting and Fishing.** Hunting, trapping, or otherwise catching or killing animals or fish except for the purpose of controlling feral domestic animals; and

4.9 **Sports Fields and Facilities.** The construction, installation or maintenance of temporary or permanent sports fields and facilities.

Permitted Uses. Notwithstanding the activities and uses expressly prohibited in Section 4, the following activities are consistent with the purpose of this Declaration and such activities and uses on the Property are permitted:

Park activities, such as hiking, bicycling, horseback riding, picnicking and nature viewing. A children's play structure is on the property and constitutes a permitted use. The use of motorized vehicles and equipment shall be permitted only to the extent that such use is necessary to maintain the Property for, and to facilitate, the public park and/or open space activities permitted herein;

5.2 The placement of signs or billboards may be displayed (i) to state the name and address of the Property, (ii) to state the preserved nature of the property; (iii) to advertise the public park and/or open space activities and operations conducted upon the Property; and (v) to post the Property to control unauthorized entry or use; and

5.3 All activities incidental and/or necessary to the use of the Property for public park and/or open space activities, in accordance with generally accepted industry standards and practices.

Development Rights. Pursuant to BIMC 18.37.080, concurrently herewith, the District is transferring to the City, via a Warranty Deed of Development Rights, a .50 unused development right appurtenant to the Property. Upon such transfer, such right shall be permanently severed, terminated and extinguished from the Property,

and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent, or used for the purpose of calculating permissible lot yield or density of the Property. The District shall take such further action, including execution and delivery of such further papers or documents, as may be now or hereafter necessary to carry out the purpose and intent of this section in accordance with applicable law.

Request for Approval of Actions; the City's Approval.

Request for Approval of Actions. If the District is unsure whether a proposed use or action is permitted or prohibited hereby, the District may request approval by the City describing the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit the City to make an informed judgment as to whether it is inconsistent with the purpose and intent of this Declaration or within the meaning of an express prohibition or is consistent with the purpose and intent of this Declaration or within the meaning of an express permitted use.

7.2 The City's Approval. Where notice to the City of a proposed use or activity is required hereunder or where the City's approval of any use or activity is requested hereunder, the City shall in either case notify the District of its disapproval of such use or activity within sixty (60) days after receipt of the District's notice thereof or request therefor. The City's approval may be withheld if the proposed action is expressly prohibited or upon a reasonable determination by the City that the action as proposed would be inconsistent with the purpose and intent of this Declaration, in which case the District shall not undertake the proposed use or activity. If the City does not notify the District of its disapproval of the proposed use or activity within such sixty (60) day period, the City shall be deemed to have approved thereof.

The City's Remedies. If the City determines that the District is in violation of the terms of this Declaration or that a violation is threatened, the City may give written notice to the District of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any prohibited uses or activity or any use or activity inconsistent with the purpose of this Declaration, to restore of the portion of the Property so injured. If the District fails to cure the violation within thirty (30) days after receipt of the notice from the City, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the City may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Declaration, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Declaration or injury to any Conservation Values protected by this

Declaration, including damages for the loss of any Conservation Values, and to require the restoration of the Property to the condition that existed before the injury.

The City's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Declaration. The City's remedies at law for any violation of the terms of this Declaration are inadequate and the City shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which the City may be entitled, including specific performance of the terms of this Declaration, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The City's remedies described in this section shall be cumulative and shall be in addition to all remedies now or later existing hereunder, or at law or in equity.

Costs of Enforcement. Any reasonable costs incurred by the City in enforcing the terms of this Declaration against the District, including, without limitation, costs of suit and attorneys fees, and any costs of restoration or other corrective action necessitated by the District's violation of the terms of this Declaration shall be borne by the District. If the District prevails in any action to enforce the terms of this Declaration, the District's costs of suit, including, without limitation, attorneys' fees, shall be borne by the City.

The City's Discretion. Enforcement of the terms of this Declaration shall be at the discretion of the City, and any forbearance, delay or omission by the City in the exercise of its rights or remedies under this Declaration in the event of any breach of any term of this Declaration by the District shall not be deemed or construed to be a waiver by the City of such term or of any subsequent breach of the same or any other term of this Declaration nor impair or be deemed a waiver of any of the City's rights or remedies under this Declaration.

Waiver of Certain Defenses. The District hereby waives any defense of laches, estoppel or prescription.

Acts Beyond the District's Control. Nothing contained in this Declaration shall be construed to entitle the City to bring any action against the District for any injury to or change in the Property resulting from causes beyond the District's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by the District under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

Third Party Claims. In the event of any breach hereof resulting in injury or damages to the Conservation Values protected hereby, caused by any person or entity not within the control of the District, if the District does not promptly and diligently pursue any and all rights and remedies available to the District to prevent,

abate, or mitigate such injury or damages, including restoration of the Conservation Values, then the District shall, at the City's request, assign all such rights and remedies to the City so as to permit the City to enforce such rights and remedies in its own name or the name of the District, and cooperate with the City in any action undertaken by the City to enforce such rights and remedies; provided, however, that the City shall be under no obligation to enforce such rights and remedies.

9. **Costs and Liabilities; Taxes.** The District shall be solely responsible for and shall bear all costs and liabilities of any kind related to the ownership, operation and maintenance of the Property, including the cost of adequate comprehensive general liability insurance coverage. The District shall pay before delinquent all taxes, assessments, fees and charges of any kind levied on or assessed against the Property by competent authority (collectively "taxes"). The City is authorized but in no event obligated to make or advance any payment of taxes, after three (3) days' prior written notice to the District, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement or estimate. If the City does make any such payment of taxes, the District shall reimburse the City with interest until paid at a rate of twelve percent (12%) per annum, on demand. The District hereby grants and conveys to the City a mortgage lien on the Property to secure such reimbursement. The City may record a notice of any such advance.

10. **Indemnity.** The District shall hold harmless, indemnify, and defend the City and its officers, employees, agents, and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the breach of any covenant herein by the District including without limitation the reasonable cost of any corrective action taken hereunder by the City; and (3) the existence or administration of this Declaration.

11. **Extinguishment.** This Declaration constitutes a real property interest immediately vested in the City. If circumstances arise in the future that render the purpose of this Declaration impossible to accomplish, this Declaration can be terminated or extinguished, whether in whole or in part, only with the City's consent, which consent may be withheld for any reason, or by judicial proceedings in a court of competent jurisdiction.

12. **Assignment; Executory Limitation.** The City may assign its rights and obligations under this Declaration only to a municipality or other organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code, as amended (or any successor provision then applicable), and the applicable regulations promulgated under that section, and that is authorized to acquire and hold conservation easements under RCW 84.34.250, as amended. As a condition of such transfer, the City shall require assurances that the transferee will enforce the terms hereof in furtherance of its conservation purposes.

13. **Notices.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified mail, postage prepaid, to the last known physical address of each party or to such other address as either party from time to time shall designate by written notice to the other. Notices shall be effective on receipt. Any subsequent owner of the Property shall promptly deliver to the City their physical address for service of any notices required herein. If the owner fails to notify the City of the owner's physical address, the City may serve notice upon the owner by posting said notice in a conspicuous place upon the Property. As of the date of this Declaration, the City's and District's respective addresses are:

City:	City of Bainbridge Island Attn: City Manager 280 Madison Avenue North Bainbridge Island, Washington 98110
District:	Bainbridge Island Metropolitan Park and Recreation District Attn: Director P.O. Box 10010 Bainbridge Island, Washington 98110

14. **General Provisions.**

14.1 **Controlling Law.** The interpretation and construction of this Declaration shall be governed by the laws of the State of Washington.

14.2 **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Declaration shall be liberally construed in favor of the grant to effect the purpose of this Declaration, the policy and purpose of RCW 84.34.200-240 and RCW 64.04.130, as amended. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Declaration that would render the provision valid shall be favored over any interpretation that would render it invalid.

14.3 **Severability.** The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term or provision hereof.

14.4 **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Declaration and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Declaration, all of which are merged into this instrument.

14.5 **Joint and Several Obligation.** If the District includes more than one person or entity, the obligations imposed by this Declaration upon the District and each of them, shall be joint and several.

14.6 **Successors.** This Declaration shall be binding upon, and inure to the benefit of, the City and the District, and their respective heirs, personal representatives, successors and assigns.

14.7 **Termination of Rights and Obligations.** A party's rights and obligations under this Declaration shall terminate upon transfer of the party's interest in the Declaration or Property, except that liability for acts or omissions occurring before transfer shall survive transfer.

14.8 **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

14.9 **Recordation.** This Declaration shall be recorded, along with the Certificate(s) of Development Rights attached hereto as **Exhibit C** and incorporated by this reference, in the official records of Kitsap County, Washington, and the City may re-record it at any time as may be required to preserve its rights in this Declaration.

14.10 **Amendment.** This Declaration may be amended only in writing signed by the District and the City or their successors and assigns, provided, however, that no amendment may adversely affect the qualification of this Declaration or the status of the City under any applicable laws, nor affect the Declaration's perpetual duration. Any amendment shall be recorded in the official records of Kitsap County, Washington.

14.11 **Counterparts.** This Declaration may be executed in any number of counterparts for the convenience of the parties, all of which, when taken together and after execution by all parties hereto, shall constitute one and the same instrument.

14.12 **Exhibits.** Exhibits A through C attached hereto are incorporated herein.

IN WITNESS WHEREOF, this document is executed as of the date written above.

THE CITY:

CITY OF BAINBRIDGE ISLAND

By: _____
Douglas Schulze, City Manager

THE DISTRICT:

BAINBRIDGE ISLAND METROPOLITAN
PARK AND RECREATION DISTRICT

By _____
Terry Lande, Director

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Douglas Schulze is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the City Manager of the City of Bainbridge Island, Washington to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____

(Print Name)

Notary Public in and for the State of
Washington.

Commission Expires: _____

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Terry Lande is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Director of Bainbridge Island Metropolitan Park and Recreation District to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____

(Print Name)

Notary Public in and for the State of
Washington

Commission Expires: _____

EXHIBIT A
Legal Description of Property

Parcel Number: 262502-2-105-2005

Lot B of City of Bainbridge Island Short Plat No. BI-66 (SPT 06-28-96-1) recorded under Auditor's File Nos. 3009294 and 3009295, being a portion of the Southwest quarter of the Northwest quarter, Section 26, Township 2 North, Range 2 East, W.M., Kitsap County, Washington.

TOGETHER with easements as depicted on the short plat.

EXHIBIT B

Conservation Values

This composite Exhibit “B” is part of that certain Declaration of Covenants, Conditions and Restrictions relating to Conservation of Property (this “Easement”) by the City of Bainbridge Island (the “City”), and consists of a total of two (2) pages, including the attachment listed below, which together with certain photographs and other documentation maintained by the City, describe and document the Conservation Values to be protected. The City also intends that the materials included in this Exhibit “B” establish the “conservation purpose” of this Easement within the meaning of IRC 170(h) and Treas. Reg. 1.170.A-14. This Exhibit “B” will also serve as a “natural resources inventory” within the meaning of Treas. Reg. 1.170.A-14(g)(5) (pertaining to property in which the City reserves certain rights), and the City hereby states that this natural resource inventory is an accurate representation of the physical condition of the Property as of the date on which the Easement became effective.

1. Vicinity Map. The general location of the Property on Bainbridge Island is indicated on the vicinity map attached as Schedule B-1 to this composite Exhibit “B”.
2. Description of Property and Conservation Values. The following narrative provides a description of the Property and its Conservation Values:

[_____]

Other baseline documentation supplementing this summary description of the Property and its Conservation Values may be found in the City’s offices.

EXHIBIT C

AFTER RECORDING RETURN TO:

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

Certificate of Development Rights

This certifies that there is a .50 eligible development right on tax parcel
262502-2-105-2005 for sale, transfer or donation.

Property Use Restrictions

The conveyance of development rights restricts the use of the property by the owners,
future purchasers, heirs and assigns to those permitted by Chapter 18.27 of the
Bainbridge Island Municipal Code.

Owner

Date

Approved for Recording

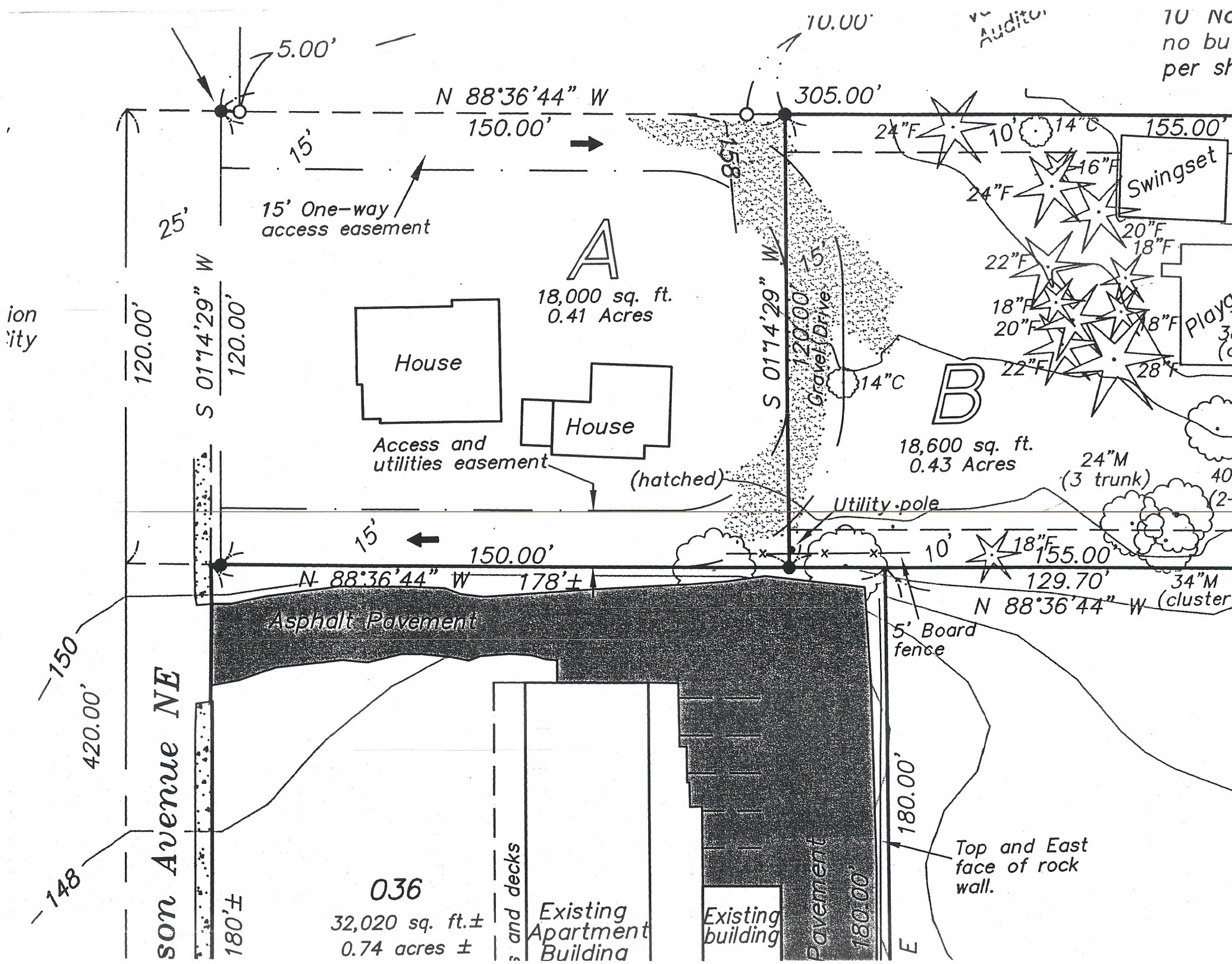
Director of Planning &
Community Development

Date



PROPOSED
REVISION

TOT LOT WATT
CAA 3



CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Settlement Agreement for New Cingular Wireless v. City of Bainbridge Island, et al	Date: May 19, 2015
Agenda Item: Staff Intensive	Bill No.: 15-106
Proposed By: Executive	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

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

DESCRIPTION/SUMMARY

Action Item:

Consider approval of the Settlement Agreement in New Cingular Wireless v. City of Bainbridge Island as shown on the attached and provide New Cingular a credit in the amount of \$23,048.78 against future local utility user surcharges.

Background:

New Cingular Wireless sued the City of Bainbridge Island and numerous other cities claiming that it incorrectly paid utility taxes to the City on internet services. The case between the wireless provider and the City of Bothell resulted in a Division One Court of Appeals decision that limited the amount the carrier could recover under the applicable statute of limitations. Thus, all the cities' exposures were significantly reduced by this decision. The defendant cities and New Cingular Wireless reached a global settlement agreement under which the cities will pay collectively \$1.2m, or approximately 18% of the original claimed amount. For the City of Bainbridge Island, the original claimed amount was \$124,993.82, and the settlement amount is \$23,048.78. The settlement negotiations also resulted in two options for paying the settlement amount. The first is to submit a check in the settlement amount to New Cingular. The second is to provide New Cingular a credit against future local utility user surcharges up to the amount of the settlement. It is staff's preference to provide the carrier a credit against future surcharges. Attached is the credit form created by the parties to formalize the settlement agreement.

RECOMMENDED ACTION

Motion:

I move that the City Council approve the settlement agreement in New Cingular Wireless v. City of Bainbridge Island as shown on the attached and provide New Cingular a credit in the amount of \$23,048.78 against future local utility user surcharges.

**AGREEMENT OF SETTLEMENT & RELEASE BETWEEN
NEW CINGULAR WIRELESS PCS LLC
AND THE CITY OF BAINBRIDGE ISLAND, WASHINGTON
[CREDIT TEMPLATE AGREEMENT]**

New Cingular Wireless PCS LLC (“Claimant”), the Settlement Class as described below, and the City of Bainbridge Island (“City”), enter into the following Agreement of Settlement and Release (“Agreement”) with regard to the Claim described and defined below.

WHEREAS, the Claimant and Settlement Class submitted to City a claim dated November 1, 2010, subsequently modified by letter dated June 15, 2012, seeking the refund of \$124,993.82 in Local Utility Tax (“Tax”), which Tax had previously been collected by the Claimant from its customers allegedly on charges for data services providing Internet access between November 1, 2005 and September 30, 2010, and which Tax previously was allegedly remitted by the Claimant to City (the “Claim”); and

WHEREAS, City has asserted various defenses to the Claim, including but not limited to an assertion that certain portions of the Claim are outside the applicable three year limitations period for which a refund of Taxes is available under the City’s municipal code and state law; and

WHEREAS, the Claimant is a party-defendant to the Global Class Action Settlement Agreement approved by the United States District Court for the Northern District of Illinois in Case No. 10-CV-02278, pursuant to which the rights of the customers included in the Settlement Class (the “Settlement Class”) have been established; and

WHEREAS, the Settlement Class includes but is not limited to customers from whom the Tax was collected, which Tax is sought in the Claim; and

WHEREAS, the Claimant filed suit in King County Superior Court against City and others under Cause No. 12-2-15031-1 SEA (the “First Lawsuit”); and

WHEREAS, the City was subsequently dropped as a defendant in the First Lawsuit by order pursuant to a motion for misjoinder, and the Claimant has not yet appealed the order dropping the City; and

WHEREAS, the Claimant filed a second suit in Kitsap County Superior Court against the City under Case No. 13-2-01515-5, which the City subsequently removed to the United States District Court, Western District of Washington (the “Second Lawsuit”); and

WHEREAS, the United States Judicial Panel on Multidistrict Litigation transferred the Second Lawsuit for consolidated pretrial proceedings under Case No. 2:13-md-02485-JCC (together with the First and Second Lawsuit, the “Lawsuits”); and

WHEREAS, the Claimant and City desire to promptly settle the Claim and dismiss allegations against the City in the Lawsuits, and as a result resolve this matter fully and finally as between the Claimant and City.

NOW, THEREFORE, the parties hereto mutually agree:

FIRST, the Claimant, Settlement Class and City agree that this Agreement shall be final with regard to any liability for Tax sought in the Claim.

SECOND, City agrees to grant Claimant a dollar for dollar credit against future Local Utility User Surcharge in the amount of \$23,048.78 (“Settlement Amount”) in full satisfaction of any and all obligations with respect to the Claim. That is, the City’s payment of the Settlement Amount would be made by Claimant keeping, rather than forwarding to the City, the monthly Tax remittance from the properly imposed Tax until the full Settlement Amount is paid. In exchange for payment of the Settlement Amount, the Claimant and Settlement Class agree to release City from any and all further liability, costs and attorneys fees with regard to the Claim,

and further agree not to appeal the order dropping the City from the First Lawsuit, not to file a new suit, and not to take any other legal action against the City with respect to the Claim.

THIRD, City shall issue a letter reflecting such credit to Claimant, which shall include the following language: “This confirms that New Cingular may take as a credit \$23,048.78 against future UUT.” The City shall mail such letter within 15 days after the final execution of this Agreement to Michael R. Scott, Hillis Clark Martin & Peterson, 1221 Second Avenue, Suite 500, Seattle, WA 98101.

FOURTH, this Agreement sets forth the entire understanding between the Claimant, Settlement Class and City with respect to the subject matter hereof and supersedes any prior negotiations, agreements, understandings or arrangements between them. By entering into this Agreement, neither party admits any liability or obligations to the other.

FIFTH, Claimant and City hereby authorize their respective legal counsel to execute a dismissal with prejudice and without the award of costs or attorneys’ fees to any party of all allegations and claims of Claimant against City in the Lawsuits.

SIXTH, this Agreement shall be binding upon and inure to the benefit of the Claimant, Settlement Class, and all of their respective former and current officers, employees and directors, and respective successors and assigns.

SEVENTH, each of the undersigned represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of the party and in the capacity identified below.

EIGHTH, this Agreement may be signed in one or more counterparts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates shown below.

NEW CINGULAR WIRELESS PCS LLC

Date

By _____

Name

Title

CITY OF BAINBRIDGE ISLAND, WASHINGTON

Date

By _____

Name

Title

ACKNOWLEDGMENT OF CONSENT TO AGREEMENT:

THE SETTLEMENT CLASS, BY AND
THROUGH SETTLEMENT CLASS COUNSEL

Date

By _____

Name

Title

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Suzuki Property	Date: May 19, 2015
Agenda Item: Council Discussion	Bill No.: 14-119
Proposed By: Councilmember Tollefson	

BUDGET INFORMATION

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

REFERRALS/REVIEW

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

DESCRIPTION/SUMMARY

Action Item:

Status update.

Background:

On November 3, 2014, the City hosted a community workshop on the City-owned Suzuki property. The purpose of the workshop was to solicit community input on whether and how the property should be sold, and what use should be made of the property. The workshop included presentations of conceptual development proposals by ArcStudio, Cutler Anderson, Housing Kitsap and Housing Resources Board.

Workshop participants urged the City Council to use the property for community benefit. Ideas included turning the property over to the School District, preserving it as open space, or using it for affordable housing. Concerns that were expressed included overdevelopment, traffic impacts and loss of open space/wildlife habitat. Participants also advised the City to be deliberative, and asked that the decision-making timeline be extended.

The City Council discussed the results of the workshop on January 6, 2015. Upon conclusion of the discussion, the Council agreed that the Suzuki subcommittee should meet to discuss how to move forward with the Suzuki property.

The purpose of the May 19 discussion is to update the Council on subcommittee discussions and seek direction on whether there has been adequate public outreach as to the use of the property, and the feasibility of using a development consultant to assist the City in determining the most effective way to surplus the property.

RECOMMENDED ACTION

Status update.

TO: City Council
RE: Non-Motorized Transportation Advisory Committee

May 13, 2015 Committee Meeting

Present: Alyse Nelson, Lief Horwitz, Christian Ford, and Don Willott. Also attending were COBI Liaison Wayne Roth, Park District Liaison Lee Cross (for Kirk Robinson), and City Engineer Chris Hammer. Absent: Demi Allen, Marsha Cutting, and Patty Lyman. Three members of the public attended the meeting.

City Engineer's Report

- Wayfinding signs for motorists: The Committee does not support new wayfinding signs except when separated trails are built.
- Connecting pathways - Hyla cross walk: Hyla School officials would like a memorandum of understanding from the City before dedicating an easement. Mr. Hammer will follow-up.
- STO and Olympic Drive updates: STO alignment has been established; WSF agreed to provide property for downhill access on Olympic Drive. The project total cost is nearing budget, including contingency. Some project modifications will be necessary.
- Wing Point Way: New (overlooked?) Federal regulations require revisions. The City is waiting for the project consultant to make necessary changes. Costs may increase and the project timetable may be extended.

A list of 34 proposed non-motorized projects for 20 year Transportation Improvement Plan was discussed. The discussion focused on STO Phases 5-9, from High School Road to Lovgreen, and three Expeditionary Trails. Members of the Committee who had not yet done so agreed to provide personal preferences which will be compiled into a top-ten list by June 1st. Alyse will form sub-committee to develop criteria and review the Comp Plan to be sure the list fulfills the Committee's vision.

The process and timetable for review of the draft updates to Chapters 3, 6, & 7 of the Transportation Plan were discussed. Alyse said she will share her red-line edits with the Committee and encouraged others to do the same.

Lee Cross reported that Lynwood neighbors have expressed concern about crossing Point White Drive to reach new Park District playground.

John Grinter said that nodes and school connections are worth more consideration by the Committee.

Respectfully submitted,

Wayne Roth
NMTAC Liaison

To: City Council

From: Val Tollefson, UAC Liaison

Re: May 14, 2015 UAC meeting.

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

Also present: Public Works Director Barry Loveless, Councilmember Val Tollefson; Lee Cross (BIMPRD), Dan Hamlin (arr. 5:30) (BIMPRD); Steve Leach, Randall Samstag and Robert Dashiell (arr. 5:30)

1. Notes from April 27 meeting approved as amended.
2. Randall Samstag introduced himself and his interest in and history with the UAC.
3. Lisa Marshall, City Attorney, spoke about the scope of legally acceptable expenditures from the SSWM fund. Specifically, she was of the opinion that it is proper to fund the Kitsap Conservation District ILA and the Water Quality Management program out of this fund. A copy of her legal memo on the subject is attached.
4. Barry briefly discussed the policy decisions necessary around the question of what gets charged to the SSWM fund versus the Street fund. He suggested that one way to help control the SSWM CIP is to build storm water projects, where appropriate, into grant-funded capital improvement projects, with the resulting infrastructure then becoming "contributed capital" to the SSWM utility.
5. The Committee then addressed the specific question of the +/- \$400k discrepancy between SSWM revenue and projected expenses in the coming years, and the lack of historic and projected funding for capital projects.. Barry pointed out that the expense numbers the Committee was working from have already been reduced significantly in his latest draft financial plan, based on increased efficiencies in the street sweeping program, for one thing. Andy suggested a further saving by allocating the WQM program ½ each to SSWM and the General fund.
6. The plan for the next meeting is to address the rate structure. Getting a rate structure recommended by the UAC and tentatively approved by Council by June would allow public works to then calculate the number of ERUs that structure will produce, which will then allow UAC and the Council to address needed changes in rates in time for them to be put into effect next calendar year.
7. Barry then briefed the committee on his recommendations for revisions in the rate structure. See his PowerPoint dated 4-27-15.



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

encl: 1. Lisa Marshall memo of 5/14/15.



City of Bainbridge Island
EXECUTIVE DEPARTMENT
MEMORANDUM

TO: Members of the City Council
and to: Members of the Utility Advisory Committee (UAC)

FROM: Lisa Marshall, City Attorney

DATE: May 14, 2015

RE: Legal Authority to Collect and Use Storm and Surface Water Management (SSWM) Funds

This memorandum addresses whether the City may properly use fees collected by its stormwater utility to pay expenses not directly associated with the construction, repair, and operation of its sewer infrastructure. In particular, this memorandum addresses two specific categories of expenditures of storm and surface water management ("SSWM") funds that have been called into question: (1) payments made to the Kitsap Conservation District under an Interlocal Agreement with the City; and (2) expenditures for water-quality testing of the "receiving waters" beyond the outfall of the City's sewer infrastructure.

As further analyzed below, both categories of expenditures are appropriate uses of SSWM funds and, indeed, are expressly allowed by applicable law.

A. Statutory and Municipal Code Provisions Governing the Stormwater Sewer System.

Washington law authorizes cities to "construct, condemn, purchase, acquire, add to, maintain, conduct, and operate systems of sewerage," and gives cities "full jurisdiction and authority to manage, regulate, and control them." RCW 35.67.020. A "system of sewerage" is expressly defined by statute to include "storm or surface water sewers." RCW 35.67.010(3). The statutory definition is not limited to only the infrastructure itself, however, and also includes "water pollution monitoring programs that are directly related to the sewerage facilities and programs operated by a city." RCW 35.67.010(6).

Similarly, a city's authority to "maintain" its storm water utility extends beyond the physical infrastructure to include participation in "cooperative watershed management" activities with other governmental agencies. *See* RCW 35.67.380. The applicable Washington statute explicitly permits cities to expend public funds on such cooperative activities:

In addition to the authority provided in RCW 35.67.020, a city may, as part of maintaining a system [of] sewerage, participate in and

expend revenue on cooperative watershed management actions, including watershed management partnerships under RCW 39.34.210 and other intergovernmental agreements, for purposes of water supply, water quality, and water resource and habitat protection and management.

RCW 35.67.380.

The City of Bainbridge Island created and established its storm and surface water utility pursuant to Bainbridge Island Municipal Code (“BIMC”) Chapter 13.24. BIMC 3.44.010 requires the City to maintain a separate fund for each city-owned utility. Funds collected from users of the City’s stormwater utility are kept and accounted for in a separate “storm and surface water management fund.” *Id.* These “SSWM funds” are used by the City to pay for operations of the utility and other expenses associated with provision of these essential services to Bainbridge Island residents.

The City has also adopted a Storm Water Management Program (“SWMP”), which seeks to minimize the negative effects of development and pollution, while maximizing environmental protection and conservation. This SWMP assists the City in complying with its National Pollutant Discharge Elimination System (“NPDES”) permit, including stormwater violation response plans, regulation development, and day-to-day stormwater operations management.

B. The City May Use SSWM Funds to Pay for Kitsap Conservation District Services and Water-Quality Testing of Stormwater Sewer Receiving Waters.

The City has heard that, with perhaps a few minor exceptions, SSWM funds may be applied only to the construction, maintenance, and repair of the City’s MS4 (Municipal Separate Storm Sewer System) infrastructure -- *i.e.*, streets, ditches, culverts, sidewalks, etc. Questions have accordingly arisen whether the City may use SSWM funds to pay for (1) Kitsap Conservation District (“KCD”) services provided under contract to the City, under which KCD assists with developing farm plans to minimize contamination and improve water quality downstream of agricultural property; and (2) water-quality testing of “receiving waters” outside the physical parameters of the City’s MS4 infrastructure.

A review of applicable legal authorities demonstrates that these expenditures are entirely appropriate uses of SSWM funds.

1. Kitsap Conservation District Payments.

Bainbridge Island includes over 1400 acres of agricultural land. BIMC 18.09.030(A) regulates agricultural uses of land on the Island and contains various restrictions intended to minimize impacts of agricultural activities on downstream water quality and neighboring lands. For example, variations from the livestock limits and agricultural management standards set forth in the Code require a landowner to follow a farm management plan approved by the City or qualified third party. To assist residents in complying with this Code requirement, the City has contracted with KCD to, among other things, develop approved farm management plans

incorporating Best Management Practices (“BMPs”) to ensure that storm water runoff from farms does not contaminate downstream properties, streams, ponds, and other waters of the Island.

The City’s current arrangement with KCD is established by the 2014 Interlocal Agreement Between City of Bainbridge Island and the Kitsap Conservation District Regarding Agricultural Assistance Support and Conservation (“Interlocal Agreement”). The Interlocal Agreement was executed in January 2014 pursuant to statutory authority granted under RCW 39.34 (the Interlocal Cooperation Act). By its terms, the Interlocal Agreement reflects the City’s commitment to “preventing stormwater runoff pollution,” and specifically acknowledges KCD’s expertise and experience in providing “Farm Plans to meet the requirements of Bainbridge Island Municipal Code 18.09.030” to manage agricultural impacts on water quality.

The Interlocal Agreement states the shared goal of KCD and the City to “promote Best Management Practices to protect water quality,” and a desire to “work collaboratively [to] protect water quality.” Attachment A to the Interlocal Agreement describes KCD’s services to the City as a set of specific “Tasks.” These tasks include development of Farm Plans (Task 3) and the design, implementation, inspection, and maintenance of BMPs for agricultural lands that meet federal, state, and local standards (Tasks 4 - 6) — the objective being to “[p]rotect surface water bodies from potential sources of contamination caused by agricultural-related land use.”

The City pays KCD for services provided under the Interlocal Agreement. KCD is paid under an approved budget specified in Attachment A to the Interlocal Agreement, and the City pays for these services out of its SSWM funds collected from users of its storm and surface water utility. This particular funding practice has been called into question.

The City’s authority to pay for these KCD services using SSWM funds is firmly rooted in the statutes authorizing cities to “maintain, conduct, and operate systems of sewerage.” RCW 35.67.020. Cities are specifically authorized by statute to “fix[] rates and charges for the furnishing of service” to sewer-system users. RCW 35.67.190, 35.67.020(1). Those SSWM funds are then used by the City to operate and maintain the stormwater sewer system. Indeed, furnishing a functioning stormwater sewer system necessarily requires expenditure of funds for its maintenance.

Importantly, any argument that the City may not use SSWM funds to pay for KCD’s services is foreclosed by the statutory definition of “maintain.” The City’s authority to “maintain” storm and surface water sewers expressly includes the power to “participate in and expend revenue on cooperative watershed management actions, including . . . partnerships under RCW 39.34 . . . for purposes of water supply, water quality, and water resource and habitat protection and management.” RCW 35.67.380. The Interlocal Agreement with KCD is exactly the sort of “cooperative watershed management . . . partnership under RCW 39.34” contemplated by RCW 35.67.380. Accordingly, paying KCD with SSWM funds for services provided under the Interlocal Agreement is wholly supported by the applicable statute.

2. Water-Quality Testing Outside the City’s MS4 Infrastructure.

Many of the same statutory provisions analyzed above also establish the City’s authority to use SSWM funds to test water quality in the receiving streams and waters beyond the outfall of its MS4 infrastructure. For example, RCW 35.67.010(6) expands the definition of “system of

sewerage” beyond the physical parameters of the sewer facilities to include “[p]oint and nonpoint water pollution monitoring programs that are directly related to the sewerage facilities and programs operated by a city.” Thus, so long as the water-quality testing is “directly related” to storm and surface water facilities and pollution-monitoring programs, use of SSWM funds to conduct such testing is allowed.

The City has adopted a SWMP, which seeks to minimize the negative effects of development and pollution while maximizing environmental protection and conservation. This SWMP assists the City in complying with its National Pollutant Discharge Elimination System (“NPDES”) permit, including stormwater violation response plans, regulation development, and day-to-day stormwater operations management.¹ Testing the receiving waters for pollution levels -- and thereby determining the effectiveness of the City’s pollution control efforts -- would seem to be a quintessential component of “conduct[ing] and operat[ing] systems of sewerage” under RCW 35.67.020. As described above, “conduct[ing] and operat[ing] systems of sewerage” is a function for which the City is expressly permitted to charge sewer-system users. *See* RCW 35.67.190. Accordingly, testing for pollutants in receiving waters downstream of the City’s MS4 infrastructure may properly be paid for with SSWM funds.

Importantly, an exhaustive review of reported case decisions in Washington produced only 4 published opinions discussing SSWM fees;² none of these cases invalidate, diminish, nor call into question the City’s broad grant of authority under RCW 35.67 because the legislature was clear and unequivocal regarding the permissible use of SSWM charges.

C. Conclusion.

Washington statutes and relevant Bainbridge Island Municipal Code provisions demonstrate that SSWM funds may be used to cover expenses beyond merely the construction,

¹ The Department of Ecology’s NPDES permit regulates stormwater discharges from the City’s MS4 infrastructure for the following requirements:

- Controlling runoff from development and construction sites;
- Illicit discharge detection and elimination program;
- Monitoring;
- Pollution prevention and operation and maintenance for municipal operations;
- Public education and outreach;
- Public involvement and participation;
- Reporting; and
- Total maximum daily load allocations (TMDL).

² *See, Tapps Brewing, Inc. v. City of Sumner* 106 Wash.App. 79 (2001), (holding that statute requiring that city’s sewer and drainage system charges be proportionate to cost of system attributable to property being charged did not apply to charges authorized by prior statute authorizing city to construct “systems of sewerage” and to “fix, alter, regulate, and control the rates and charges for their use.”); *Tukwila School Dist. No. 406 v. City of Tukwila* 140 Wash.App. 735 (2007) (holding that City’s storm and surface water utility charge was a fee, not a tax) *Morse v. Wise* 37 Wash.2d 806 (1951) (holding that theory of assessments according to special benefits conferred is not involved under this Chapter); *Teter v. Clark County* (1985) (holding rate schedule of charges imposed on property owners by city and county for costs of maintaining and operating storm water control facilities bore reasonable relation to contribution of each lot to surface runoff).

repair, and operation of MS4 storm and surface water infrastructure. Although concerns have been raised regarding use of SSWM funds to pay for certain KCD agricultural-management services and water-quality testing, those concerns appear to be unfounded based in large part on the plain terms of applicable state law and city code. The activities in question fall squarely within the conduct and maintenance of a stormwater utility as expressly defined and contemplated by applicable law. Accordingly, SSWM fees collected from users of the City's stormwater sewer system may lawfully be used for the expenses in question.

COBI Committee Liaison Updates

From Anne Blair, May 19, 2015

Historic Preservation Commission – May 6, 2015

1. Approval and acceptance of draft Historic Signage Policy and Protocol.
 - a. Candidate sites for historical signage from citizens, community groups, City Council/committees or staff.
 - b. Sites will be evaluated and selected as a collaborative process with HPC and Museum of History. If the location is a Road End, signage will be coordinated with Road End Committee.
 - c. Content of sign will be developed by HPC and BIHM (accuracy and references when appropriate.)
 - d. Signs must meet the following criteria:
 - i. Historically accurate
 - ii. Story must have relationship to location
 - iii. Clear, concise and address only the salient historic facts.
 - e. Public Works Director coordinates appearance, materials and placement of the signs.
 - f. No designated City funding exists for historical signage; donation of private resources for the signage must follow City's Donation Policy.
2. Discussion/update on 2015 and 2016 DAHP Grant projects
 - a. 2015: Suyematsu Farm Historic Structures Preservation Master Plan. The HPC and Friends of the Farm are developing a collaborative relationship with respect to addressing preservation issues at Suyematsu Farm
 - b. 2016 (proposed): Inventory BI Historic Shoreline Summer Cabins
3. Approval Historic Tree Nomination – 80-year old Black Walnut tree at 9213 NE Ruys Lane
4. Review of demolition permit of historic structure at 5937 Rose Loop; discussion of demo permit for 10311 Manitou Beach Road property.
5. Discussion of Preservation Seminar plans – September, 2015
6. Blakely Awards: to be presented at May 12 Council meeting.

Harbor Commission – May 11, 2015

1. Harbor Stewards report focused on Eagle Harbor Dock restoration/rebuild and concern about free-floating debris. Harbor Master Tami Allen is working with the Coast Guard to remove the materials that pose a danger to boaters.
2. Harbor Master report featured discussion and task assignments for June 20th Boater's Fair.
3. Discussion about COBI's social media participation regulations and the need to adapt those so that visiting boaters have current (i.e. timely) dock/water information, as well as way to promote our harbors to Puget Sound boaters.
4. Update on Kitsap County Water Trails and inclusion of COBI harbors and Road Ends on those maps.

5. Discussion of combining Harbor Commission with Road Ends Committee – generally favorable as the Work Plans seem quite complementary. There is concern about how to manage/combine Agendas.
6. Confirmed plans/task assignments for updating the Harbor Master Plan.
7. Meet/Greet with Road Ends Committee.

Combined meeting of Harbor Commission and Road Ends Committee

1. Introductions with information about personal background and reasons for participating on each committee.
2. Discussion of work plan priorities and issues with combining the committees. Generally comments were favorable and concerns focused on logistics of a group of 12 accomplishing as much as the individual committees complete with a narrower focus.

Road Ends Committee – May 11, 2015

1. Continued discussion of concerns about preservation of Road Ends and public access to those Road Ends as committee members with deep understanding of the issues leave active service on the committee.
2. Recognition and commitment to re-energizing the RE Stewards program is vital. Use of Click-and-Fix (concern about effectiveness.) Discussion of using BILT stewards model. Bill will assume leadership of this effort.
3. Discussion of the June 6, 2015 Spring Fling. Confirmed plans to host tours/visits to 4 sites in the Battle Point area. Bitsy and Marci are leading/organizing this project.
4. Update on Fletcher Landing project: Mark Epstein reviewed most recent design and discussed progress toward construction beginning in October 2015. Project must be completed by opening of February fish window.
5. GIS map update – Marci will forward site descriptions developed by committee to City staff.
6. Unanimous approval of the proposed Historical Markers protocol.
7. Unanimous approval of placing an historical marker/sign at Fletcher Landing. There is a 100-year perspective on this site contained in the materials used in law suit – recommend using that as basis for the sign information.
8. Contents/installation of historic marker at South Beach #24 is with Morgan and Mary and Historical Marker folks. The Fort Ward neighborhood has funds to use for a marker should it be located at the road end.
9. June 8 meeting Agenda will be combined with that of Harbor Commission. Elise will work with Bitsy and Tami to develop that Agenda and serve as chair of the combined meeting.

2015 PROPOSED COUNCIL CALENDAR ITEMS

Study Session 7 pm				Business Meeting 7 pm			
Absences	Clerk	Department	Timing (min)	Absences	Clerk	Department	Timing (min)
Matt Doug	Kelly		25	Matt	Roz		9-Jun
		PW	30			EXEC	Police Station Site Selection (Consider Action)
		EXEC	20			PCD	Ordinance 2015-10, Tent City Regulations Public Hearing (Consider Action)
		PW	20			PW	Ordinance No. 2015-07, Traffic Impact Fees - 2nd Reading/Unfinished Business (Consider Action)
		PCD	15			PW	Resolution No. 2015-09, Establishing Electric Vehicle Charging Station Fees (Consider Action)
		PCD	15			PW	City Dock Boating Infrastructure Grant - BIG Authorizing Resolution (Consider Action)
		PW	15				85
		PW	10				
			150				
							Work Session
						PW	Storm and Surface Water Management Utility Overview and Utility Advisory Committee Recommendations
							Transportation Benefit District Regular Meeting
							- Approve Spending Plan

2015 PROPOSED COUNCIL CALENDAR ITEMS

Study Session 7 pm				Business Meeting 7 pm			
Absences	Clerk	Department	Timing (min)	Absences	Clerk	Department	Timing (min)
	Kelly		25		Roz		23-Jun
			Executive Session - Review Qualifications of an Applicant for City Employment (30 minutes)			CC	10 Appointments to City Commissions and Committees (Consider Action)
		PCD	30 Resolution No. 2015-05, Amending the PCD Administrative Manual (Info.)			PCD	CC Ordinance No. 2015-04 (Formerly 2014-07), Landscaping and Tree Ordinance - 2nd Reading (Consider Action)
		EXEC	20 Proposal for Allocation of Funds for Health, Housing, and Human Services (Info.)			PCD	CC Resolution No. 2015-05, Amending the PCD Administrative Manual (Consider Action)
		PCD	15 Ordinance No. 2015-04 (Formerly 2014-07), Landscaping and Tree Ordinance - 1st Reading (Info.)			PCD	CC Ratification of Revisions to Countywide Planning Policies (Consider Action)
		EXEC	15 Community Identity Update (Info.)				35
		PCD	5 Ratification of Revisions to Countywide Planning Policies				
			110				
							Work Session
						PW	30 Utility Tax Discussion
			30-Jun				
			5th Tuesday - no meeting				

2015 PROPOSED COUNCIL CALENDAR ITEMS

Study Session 7 pm				Business Meeting 7 pm			
Absences	Clerk	Department	Timing (min)	Absences	Clerk	Department	Timing (min)
4-Aug				11-Aug			
						FIN	15
						FIN	10
						FIN	10
18-Aug				25-Aug			
					Roz	FIN	25
						CA	25