

REGULAR CITY COUNCIL STUDY SESSION
TUESDAY, AUGUST 11, 2015
LOCATION: BAINBRIDGE ISLAND CITY HALL
280 MADISON AVENUE NORTH, BAINBRIDGE ISLAND, WA 98110

1. 6:00 PM EXECUTIVE SESSION
Review Qualifications of An Applicant for City Employment (RCW 42.30.110(1)(g)); Potential Litigation (RCW 42.30.110(1)(i))
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 PUBLIC HEARINGS
 - A. 7:15 PM Ordinance No. 2015-22, Right-of-Way Vacation for a Portion of Point Monroe Drive

Documents: [081115 Ordinance No. 2015-22, Pt. Monroe Drive ROW Vacation.pdf](#)
 - B. 7:25 PM Ordinance No. 2015-19, Adopting a Six-Month Moratorium on New Commercial Aquaculture Activities

Documents: [081115 Ordinance No. 2015-19, Adopting A Six-Month Moratorium Of New Commercial Aquaculture Activities.pdf](#)
6. 7:35 PM STAFF INTENSIVE
 - A. 7:35 PM Resolution No. 2015-15, Amending Resolution No. 2009-02, Relating to

Surplus Property

Documents: [081115 Resolution No. 2015-15 Amending Resolution No. 2009-02, Surplus Property.pdf](#)

- B. 7:45 PM Suzuki Property Request for Proposals

Documents: [081115 Suzuki Property RFP.pdf](#)

- C. 8:00 PM Short Term Vacation Rental Regulations

Documents: [081115 Short Term Vacation Rental Regulations.pdf](#)

- D. 8:20 PM Public Safety Facility Pro/Con Committee Appointments

Documents: [081115 PSF Pro And Con Committee Appointments.pdf](#)

- E. 8:25 PM Suquamish Tribe Mitigation Grant

Documents: [081115 Suquamish Tribe Impact Mitigation MOU.pdf](#)

- F. 8:35 PM Hellmuth Plaque Donation

Documents: [081115 Hellmuth Plaque Donation.pdf](#)

- G. 8:45 PM Department of Ecology Phase II Stormwater Grant Acceptance

Documents: [081115 DOE Phase II Stormwater Grant Acceptance.pdf](#)

- H. 8:50 PM City Facilities Painting Contract Award

Documents: [081115 City Facilities Painting Contract Award.pdf](#)

- I. 8:55 PM Construction Administrative Services Professional Services Agreement

Documents: [081115 Construction Administrative Services PSA.pdf](#)

- J. 9:00 PM Eagle Harbor Sewer Main Maintenance Award

Documents: [081115 Eagle Harbor Sewer Main Maintenance Award.pdf](#)

- K. 9:10 PM 2015 Mid-Year Financial Update/Preliminary 2016 Forecasts
Documents: [081115 2015 Mid-Year Financial Update.pdf](#)
- L. 9:25 PM Ordinance No. 2015-24, Q2, 2015 Budget Adjustments
Documents: [081115 Ordinance No. 2015-17, Q2 2015 Budget Adjustments.pdf](#)
- M. 9:35 PM Public Safety Facility Interim Financing Options
Documents: [081115 Public Safety Facility Interim Financing Options.pdf](#)
- N. 9:45 PM Public, Educational, and Governmental (PEG) Equipment Purchases for Council Chamber Improvements
Documents: [081115 PEG Equipment For Council Chambers.pdf](#)
- O. 9:55 PM Public Art Fund Expenditure Request – Pod Project, Arts & Humanities Bainbridge
Documents: [081115 Public Art - POD Budget Request.pdf](#)
7. 10:00 PM COUNCIL DISCUSSION
- A. 10:00 PM Public Safety Committee Update
Documents: [081115 Public Safety Standing Committee.pdf](#)
8. 10:10 PM COMMITTEE REPORTS
- A. Non-Motorized Transportation Advisory Committee Workshop Notes, July 14 and July 16, 2015
Documents: [081115 NMTAC Liason Report - July 14 And 16, 2015.Docx](#)
- B. Utility Advisory Committee Notes, July 27, 2015
Documents: [081115 UAC Liaison Report - July 27, 2015.Pdf](#)
- C. Ethics Board Notes, July 27, 2015
Documents: [081115 Ethics Board Notes - July 27, 2015.Pdf](#)

9. 10:15 PM REVIEW OF UPCOMING COUNCIL MEETING AGENDAS

Documents: [081115 Review Upcoming Council Meeeting Agendas.pdf](#)

10. 10:20 PM FOR THE GOOD OF THE ORDER

11. 10:25 PM ADJOURNMENT

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

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

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Ordinance No. 2015-22, Right-of-Way Vacation for a portion of Point Monroe Drive	Date: August 11, 2015
Agenda Item: Public Hearing - Ordinance 1 st Reading	Bill No.: AB15-127
Proposed By: Public Works Director Barry Loveless	

BUDGET INFORMATION

Depart/Fund: N/A	Expenditure Required: N/A
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REFERRALS/REVIEW

Study Session: 7/7/15	Recommendation: Schedule Public Hearing on August 11, 2015 as approved by Resolution No. 2015-12.	
City Manager ☒ Yes ☐ No	Legal ☒ Yes ☐ No	Finance ☒ Yes ☐ No

Action Item:

Hold public hearing and schedule second reading of Ordinance No. 2015-22 on August 25, 2015.

Background:

Significant segments of the existing, physical roadway known as Point Monroe Drive are located *outside* of the platted right-of-way. As a result, other physical structures such as single family residences are therefore constructed *within* the platted right-of-way.

A petition to vacate and re-dedicate a portion of Point Monroe Drive was received by the City on June 15, 2015. A public hearing date of August 11, 2015 was set by Resolution No. 2015-12 and all public notifications were distributed and/or published twenty days prior to the public hearing date.

Pursuant to BIMC 12.34.140, the Director of Public Works accepts the appraisal performed by Anthony Gibbons in the amount of \$82,500.00 for the vacation and dedication areas which correspond to an equal value of area exchange. See attached appraisal report.

To date, the City has received no opposition towards this proposed road vacation. See attached staff report.

RECOMMENDED ACTION

Motion:

I move that the City Council schedule second reading of Ordinance No. 2015-22 and consider approval on August 25, 2015.



Date: August 3, 2015
To: City Council
From: Barry Loveless, Public Works Director 
Subject: Staff Report – Pt. Monroe Road Vacation, portion of

Executive Summary

A petition to vacate, and re-dedicate, a portion of Point Monroe Drive was received by the City on June 15, 2015 and certified to be sufficient by City staff. A public hearing was set for August 11, 2015 by Resolution No. 2015-12.

To date, the City has not received opposition towards the proposed road vacation.

The City has no utilities located in the proposed road vacation area.

Background:

A petition to vacate a portion of Point Monroe Drive was received by the City on June 15, 2015 and certified to be sufficient on June 24, 2015 as defined by BIMC 12.34. Subsequently, a public hearing date of August 11, 2015 was set by Resolution No. 2015-12 approved by the City Council at their July 7, 2015 City Council meeting. Public notices were mailed, posted and/or published within twenty days of the public hearing.

The Applicant and City staff solicited comments regarding the proposed vacation and the following comments were received:

Public, Utility, Agency & Departmental Comments:

Puget Sound Energy

Puget Sound Energy does not require that a provision for our electrical facilities be retained if this proposed right-of-way vacation is approved.

Comcast

It looks like Comcast is overhead on PSE poles in this area, if any changes are made and Comcast lines need to be relocated underground, then Comcast will follow the path of PSE and right-way-easements may be needed.

Bainbridge Island Fire Department

The Fire Department does not have any facilities in the proposed area.

Bainbridge Island Metropolitan Parks & Recreation District

The proposed vacation and re-dedication does not impact Park properties or trails as described.

Kitsap PUD

KPUD has no issues with vacating the ROW.

CenturyLink

CenturyLink QC currently has no facilities in the area addressed by this action, and has no objections to said proposal.

Road-end Committee:

No response.

Non-Motorized Transportation Committee:

No response.

Kitsap Transit

No response.

City Public Works Department

The City of Bainbridge Island Public Works department has no objections.

BIMC 12.34.110 – City Council Decision

Following the hearing and receipt of the committee report, the city council shall determine whether to vacate the street or alley. The determination shall include, but not be limited to, consideration of the following criteria:

- A. Whether a change of use or vacation of the street or alley will better serve the public;
- B. Whether the street or alley is no longer required for public use or public access;
- C. Whether the substitution of a new and different public way would be more useful to the public;
- D. Whether conditions may so change in the future as to provide a greater use or need than presently exists; and
- E. Whether objections to the proposed vacation are made by owners of private property (exclusive of petitioners) abutting the street or alley or other governmental agencies or members of the general public.

If the city council determines to grant the vacation, the action shall be made by ordinance with such conditions or limitations as the city council deems necessary and proper to preserve any desired public use or benefit. The ordinance may contain a provision retaining or requiring conveyance of easements for construction, repair and maintenance of existing and future

utilities and services.

See attached Petitioner Application, page 7 in response to BMC 12.34.110.

Appraisal:

Pursuant to BMC 12.34.140, the Director of Public Works accepts the appraisal performed by Anthony Gibbons in the amount of \$82,500.00 for the vacation and dedication areas which correspond to an equal value of area exchange. See attached appraisal report dated 8-3-15.

Recommendation:

The Public Works Engineering division recommends that Council approve Ordinance No. 2015-22 vacating a portion of Point Monroe Drive and re-dedicating an equal area located along the existing (physical) roadway.



City of Bainbridge Island
Application for Rights-of-Way Vacation

To: City Clerk, City of Bainbridge Island

APPLICANT: SIGURDUR + HEIDI GUDMUNDSSON

ADDRESS: 15648 POINT MONROE DRIVE NE

BAINBRIDGE ISLAND, WA 98110

Phone: (206) 910-1631 Fax: _____

Fax: _____ Cell Phone: _____ E-Mail: HEIDINCA@MSN.COM

- | | |
|---|--|
| ☒ Survey | ☒ Flagging |
| ☒ Vicinity Map | ☒ Petition to vacate the rights-of-way |
| ☒ Plat Map showing area to be vacated & front footages per tax parcel | ☒ Application Fee (Non-Refundable) |
| ☒ Legal description of area to be vacated | ☒ Utility & Other Agency Comment Letters |

PARCEL LOCATION: (Give brief description of geographic location) _____

POINT MONROE SAND SPIT - NORTHEAST END OF
BAINBRIDGE ISLAND

Fronting Street: POINT MONROE DRIVE

Adjacent or Nearest Street Intersection: POINT MONROE DR. + SUNRISE DR. NE

Comprehensive Plan Map Designations: OSR-6

Current Zoning: R-6

Explain basis for request to vacate the City rights-of-way: THE CURRENT RIGHT-OF-WAY

IS LOCATED OUTSIDE OF THE EXISTING PAVED ROAD, AND THE PROPERTY

OWNER'S RESIDENCE IS LOCATED WITHIN THE R.O.W. THE PROPOSED ROAD

VACATION IS TO CORRECT THE ALIGNMENT OF THE R.O.W, SO THAT IT IS NOT LOCATED IN THE RESIDENCE. THE APPLICANT OWNS THE PROPERTY ON BOTH SIDES OF THE CURRENT ROAD / R.O.W.

List any easement and/or existing utilities either public or private that abut or cross the proposed vacation: _____

NONE (SEE UTILITY COMMENT LETTERS)

EXPLANATIONS RELATING TO BIMC 12.34.110:

Explain whether a change of use or vacation of the street or alley will better serve the public: _____

THE PROPOSAL WILL MOVE THE R.O.W. FROM ITS CURRENT LOCATION, GOING THROUGH A RESIDENCE, TO WHERE THE ROAD AND UTILITIES ARE ACTUALLY LOCATED.

Explain whether the street or alley is no longer required for public use or public access: _____

THE CURRENT R.O.W. IS LOCATED OUTSIDE OF THE EXISTING PAVED ROAD. THE PROPOSAL IS TO MOVE THE R.O.W. TO THE ACTUAL ROAD LOCATION, RESULTING IN AN EQUAL EXCHANGE R.O.W., WITH NO CHANGE TO PUBLIC ACCESS.

Explain whether the substitution of a new and different public way would be more useful to the

Public: THE NEW/ DIFFERENT PUBLIC WAY WOULD BE WHERE THE EXISTING ROAD IS ACTUALLY LOCATED, HENCE MORE USEFUL TO THE PUBLIC.

Describe whether conditions may so change in the future as to provide a greater use or need than presently exists: CONDITIONS SHOULD NOT CHANGE IN THE FUTURE, AS THE PROPOSED EQUAL EXCHANGE RIGHT OF WAY SHOULD SATISFY THE REQUIREMENTS FOR USE OF THE EXISTING ROAD.

Discuss whether objections to the proposed vacation are made by owners of private property (exclusive of petitioners) abutting the street or alley or other governmental agencies or

members of the general public: NO CURRENT OBJECTIONS.

PROPERTY OWNERS: List names, mailing addresses of all owners of the abutting property(s) that will receive vacated area property:

SIGURDUR + HEIDI GUDMUNDSSON, 15648 POINT MONROE DR. NE.

(Attach additional sheets if necessary)

CONTACT PERSON: (to receive all correspondence, advisory reports, hearing notice, etc. via mail and to be primary phone and correspondence contact):

Name: JOHNSON SQUARED / DEVIN JOHNSON

Mailing Address: 595 MADISON AVE N.

City: BAINBRIDGE ISLAND

State: WA

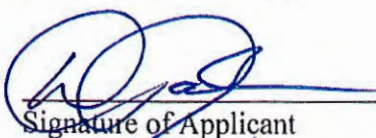
Zip: 98110

Phone: (206) 842-9993

Fax: (206) 842-9666

Fax: _____ Cell Phone: _____ E-Mail: devin@johnsonquared.com

I hereby state that I am the Applicant, or an Agent for the Applicant, listed above and that the foregoing statements and answers herein made, and all information and evidence herein made, and all information and evidence herewith submitted are in all respects and to the best of my knowledge and belief, true and complete. I understand that the filing fee accompanying this application is non-refundable and is only for the purpose of partially defraying the normal administrative expenses of processing the application, and that the payment of said fee does not result in automatic approval of the vacation requested in this application.


Signature of Applicant

4/8/15
Date

DEVIN JOHNSON
Printed Name of Applicant

J O H N S O N S Q U A R E D

595 Madison Ave N, Suite 200
Bainbridge Island, WA 98110

T 206.842.9993

F 206.842.9666

www.johnsonsqared.com



Date: June 4, 2015

To: Rob Grant
City of Bainbridge Island
280 Madison Ave. N.
Bainbridge Island, WA 98110

Memo: **Right of Way Vacation for Sigurdur & Heidi Gudmundsson
Vacation Abutting a Body of Water
BIMC 12.34.120 Vacation of Waterfront Streets**

Per BIMC 12.34.120 (A), Vacation of Waterfront Streets, at least one of three conditions must be present to vacate a street adjacent to fresh or salt water:

A. *The city shall not vacate a street or alley if any portion of the street or alley abuts a body of salt or fresh water unless:*

- 1. The vacation is sought to enable the city to acquire the property for port purposes, beach or water access purposes, boat moorage or launching sites, park, public view, recreation, educational purposes, or other public uses; or*
- 2. The city council, by resolution, declares that the street or alley is not presently being used as a street or alley and that the street or alley is not suitable for any of the following purposes: port, beach or water access, boat moorage, launching sites, park, public view, recreation, or education; or*

The current right-of-way is not presently being used as a street or alley, as it is located outside of the existing paved road that serves the neighborhood, and the property owner's residence is located within the current right-of-way. The proposed road vacation is to correct the alignment of the right-of-way so that the right-of-way is not located within the residence, with an end result of an equal exchange right-of-way. The current right-of-way configuration, in view of the current situation, is not suitable for port, beach or water access, boat moorage, launching sites, park, public view, recreation, or education.

- 3. The vacation is sought to enable the city to implement a plan, adopted by resolution or ordinance, that provides comparable or improved public access to the same shoreline area to which the street or alley sought to be vacated abuts, had the properties included in the plan not been vacated.*

B. *Before adopting an ordinance vacating a street or alley under subsection (A)(2) of this section, the city council shall:*

1. *Cause an inventory to be compiled of all rights-of-way within the city that abut the same body of water that is abutted by the street or alley sought to be vacated;*

The proposal aims to realign the right-of-way to bring it into conformance with the actual existing route of travel on Point Monroe Drive. The realignment is similar to measures taken by other homeowners along the Point Monroe Drive sand spit area.

2. *Cause a study to be conducted to determine if the street or alley to be vacated is unsuitable for use by the city for any of the following purposes: port, boat moorage, launching sites, beach or water access, park, public view, recreation, or education;*

The current right-of-way configuration is not suitable for port, beach or water access, boat moorage, launching sites, park, public view, recreation, or education, as the current right-of-way passes through an existing residence.

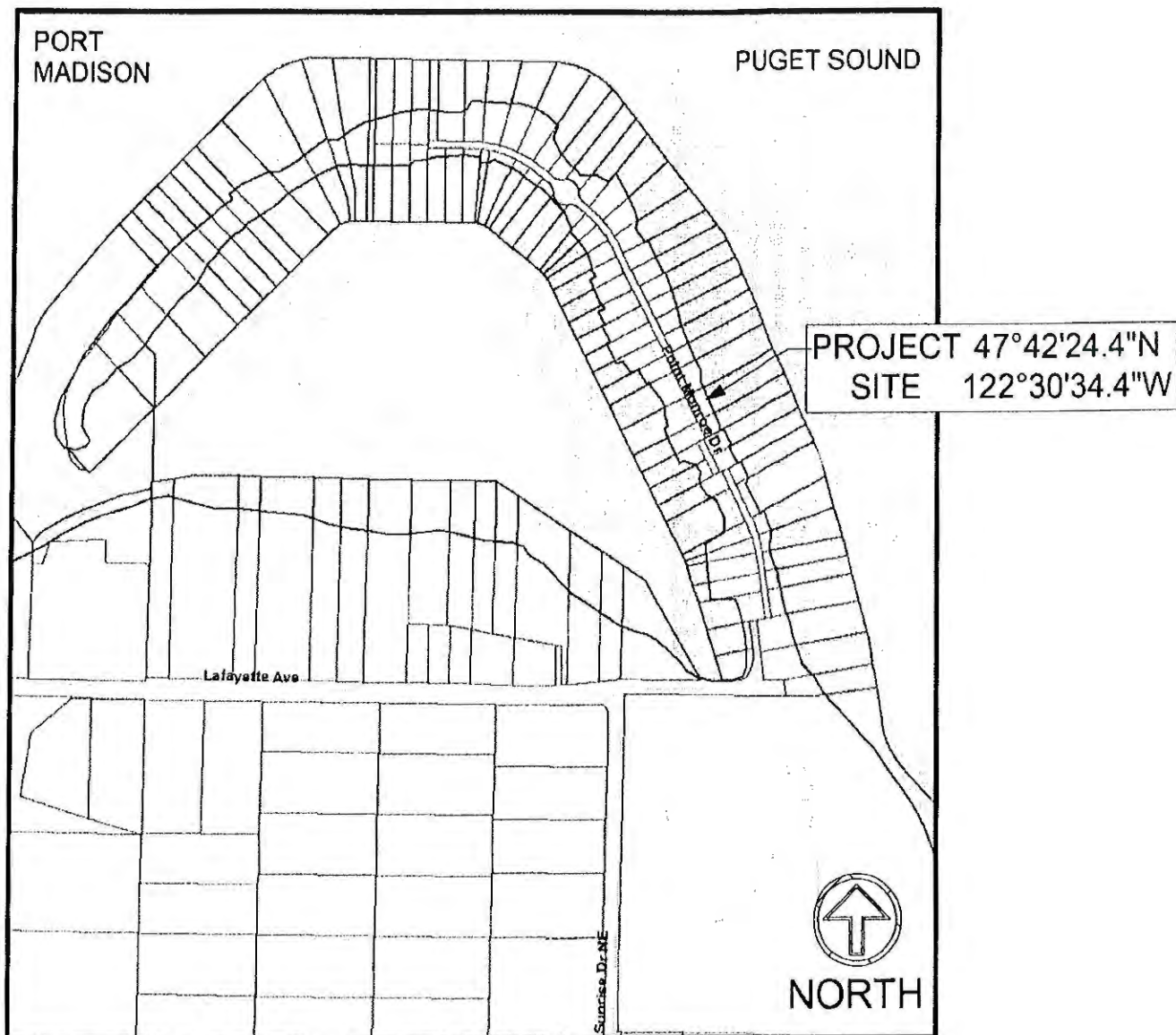
3. *Hold a public hearing on the proposed vacation in the manner required by Chapter 35.79 RCW and this chapter; and*

4. *Include in its written decision a finding that the street or alley sought to be vacated is not suitable for any other purposes listed under subsection (B)(2) of this section, and that the vacation is in the public's interest.*

The current right-of-way is located outside of the existing paved road, and an existing residence is located within the current right-of-way. The proposal is to move the right-of-way to the actual road location, with no change to public access. The owners currently own the property on both sides of the existing right-of-way/road, so the proposal includes an equal exchange right-of-way with no loss or gain of property. The new public way would be where the existing road is actually located, hence in the best interest of the public. The street to be vacated is not suitable for port, beach or water access, boat moorage, launching sites, park, public view, recreation, or education.

Please see the included Application for Rights-of-Way Vacation, Vicinity Map, Plat Map, and Legal Description for more information and detail on this submission. It is the intent of the owners to abide by all required public hearings, petitions, and application processes required by the City of Bainbridge Island and included in the Bainbridge Island Municipal Code.

Submitted by: Devin Johnson, Johnson Squared Architecture & Planning

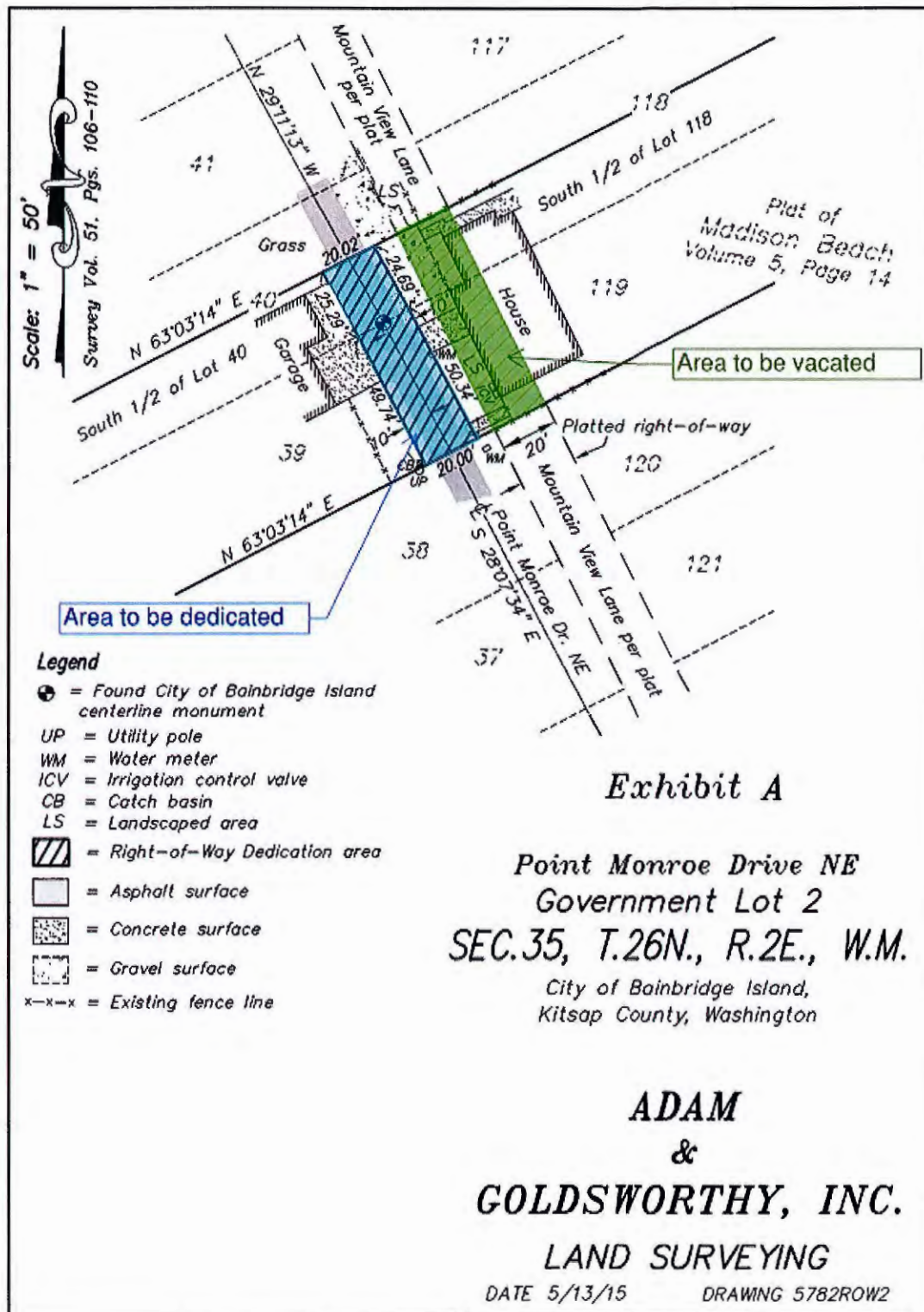


VICINITY MAP

(NOT TO SCALE)

DRIVING DIRECTIONS TO SITE FROM WINSLOW:
HIGHWAY 305 NORTH TO MADISON AVENUE NE,
EAST (RIGHT) ON VALLEY ROAD,
NORTH (LEFT) ON SUNRISE DRIVE NE
TO POINT MONROE DRIVE

EXHIBIT A
SKETCH
 SHOWING BOTH VACATION & DEDICATION AREAS



RE•SOLVE

Real Estate Appraisal, Counseling & Mediation

261 Madison Ave S, Suite 102

Bainbridge, WA 98110-2579

206 842-4887

TeleFax: 206 842-5082

Anthony Gibbons, MAI, CRE
Direct Dial 206 842-4887
Email: agibbons@realestatesolve.com

August 3, 2015

Emily Scali

Johnson Squared

595 Madison Avenue North

Bainbridge Island, WA 98110

Re: Gudmundsson Right of Way Vacation and Dedication Exchange

Dear Ms. Scali:

At your request, I have completed a letter which addresses any potential compensation owed as a result of a proposed exchange of land between COBI and an affected landowner to rectify the impacts of a misalignment between the recorded City right of way on Monroe Point Drive and the actual "as built" road serving the Gudmundsson property. After determining the market value of the City's right of way for the proposed street vacation, and also the value of the proposed offsetting city access easement to be granted by property owners along the "as built" road, I conclude that there is no net gain or loss for either party to the transaction.

The property is well known to both the city and the property owner, and thus this appraisal excludes detailed descriptions of the property and location. A survey of the property to be vacated as well as that to be dedicated was performed by Adam & Goldsworthy, Inc. and has been supplied to us.

My scope of work, including assumptions made, has included the following:

- I have assumed, as an extraordinary assumption, that the land to be vacated will be acquired in fee simple estate and subject to no encumbrances, encroachments or unusual title restrictions, or any site penalty (as for example might be due to movement of utilities). If this assumption were to prove incorrect, the valuation of the property would be impacted.
- I have researched and reviewed sales of property in the subject's vicinity for the purposes of opining on a conclusion of land value for the property in question. This information is attached in summary form. Note that there are no vacant land parcels on the spit, and thus land value has been derived through an abstraction process.
- Sales information has been obtained from sources deemed reliable, but has not been independently verified.
- On the subject land is appraised, as this is an exchange of land only.

- The property to be dedicated and vacated is treated as though part of the overall subject property in the before and after respectively, in similar manner to a typical “across the fence” valuation methodology, this typically employed in the valuation of narrow segments of right-of-way.
- We have assumed no advantage held by either the city or the owner as relates to the historic use made of the property to be dedicated or vacated. The appraisal is of the fee simple interest in the property with no consideration of historic encroachment or use.

The work completed to date then forms the basis of this appraisal, which provides a valuation of the property for purposes of determining if compensation is due to either party to the exchange. Please review the addendum of this letter for USPAP compliance issues. This appraisal is presented in a restricted use format, intended only for the client’s use in presentation to the city.

Subject Property Description

The Right-of-Way to be vacated is comprised of 1,500sf of land in a 20’ wide strip. It forms part of a long strip of right of way which was designated in the original plat to provide access to homes on the spit, which property owners have effectively been utilizing as part of their overall ownership. Some homes are actually built over that right of way, including the Gudmundsson residence.

An equivalent 1,500sf strip of owner property upon which the “as-built” road is construction, is to be dedicated to the city as legal right of way. The “as-built” road exists as a private easement and has historically been used by both the property owners and by the public.

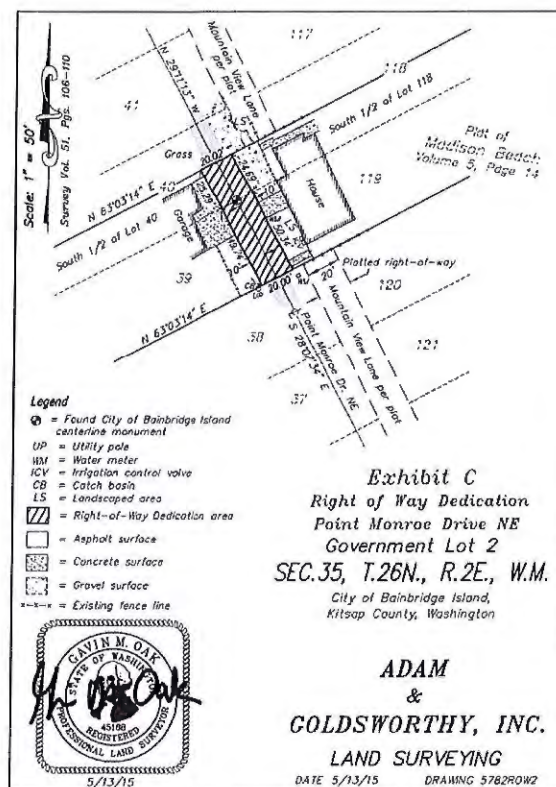
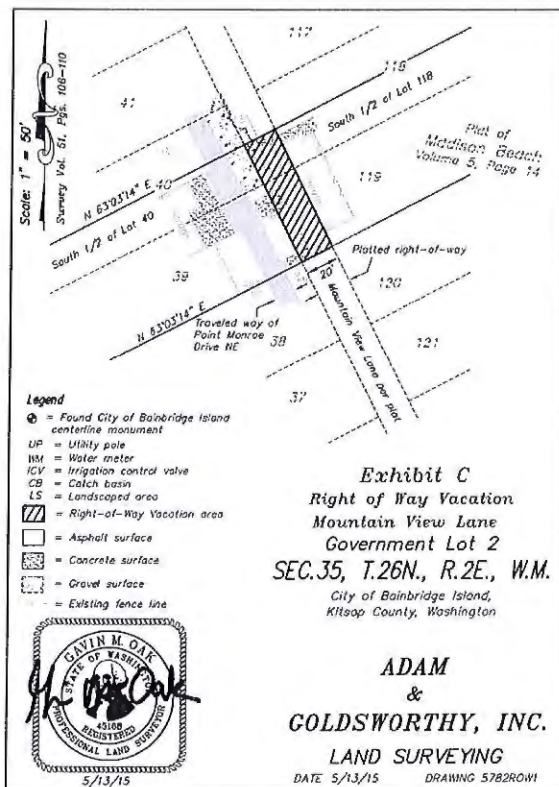
Surrounding land consists of desirable waterfront property with good access to a nearby park, local arterials, and a major highway leading north to the bridge linking Bainbridge to the rest of Kitsap County, and south to the ferry linking the island to Seattle and the mainland. .



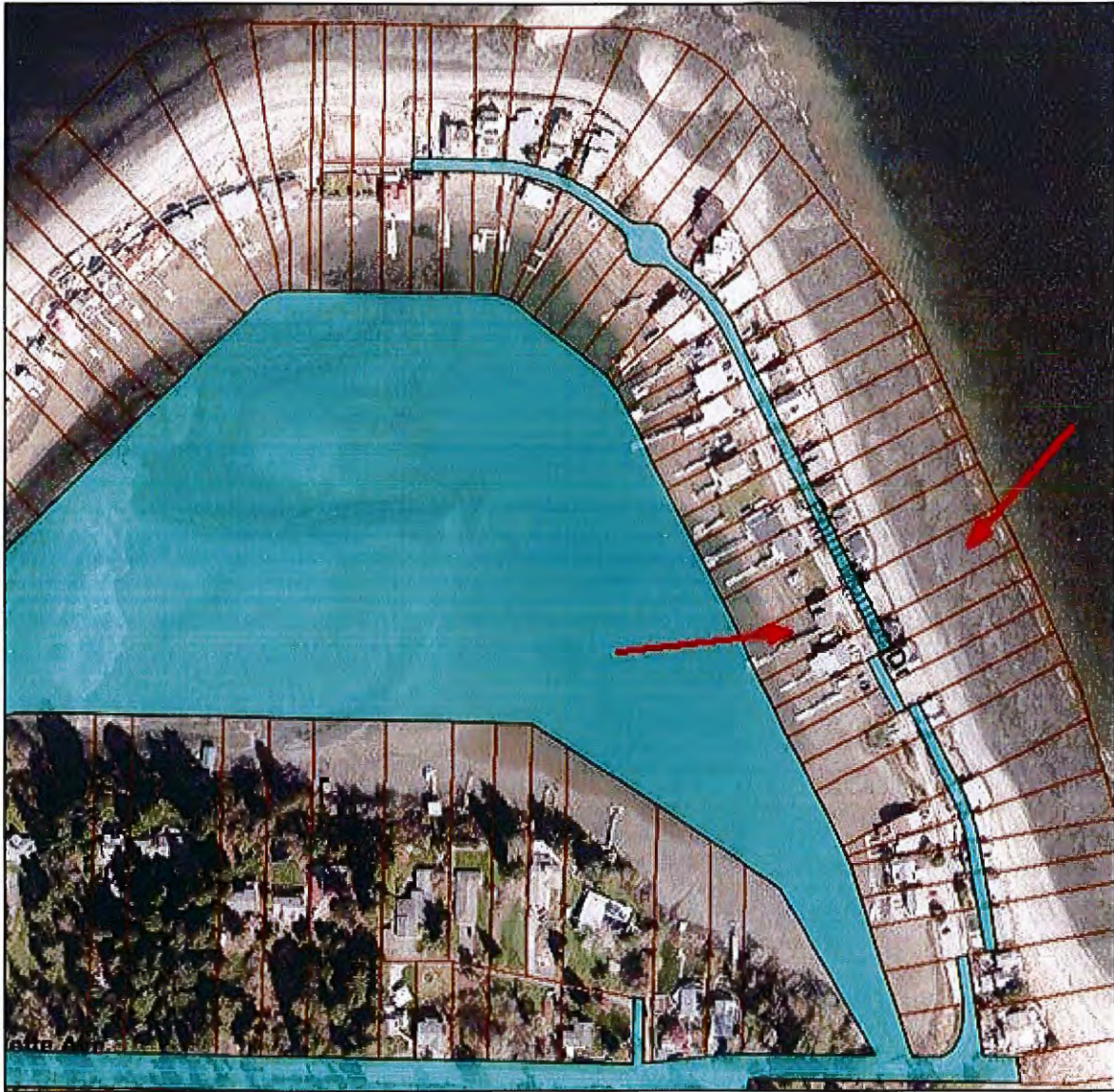
In essence the vacation/dedication represents a straight-forward swap of land for land, with the parties requiring an understanding of the relative values of the parcel for purposes of determining whether or not an additional cash payment is required from one owner to the other. As noted below, it is our opinion that the two parcels, being of equivalent land area and in an equivalent location, are of equivalent value. This approach would be supported by the application of standard Across-the-Fence appraisal methodology to both ownerships. Such an exchange would require the city and the property owner to view the property exchanged as being essentially equivalent, with no superior interest held by one party over the other.

Property Size and Dimensions

The size and location of the proposed vacation and dedication (marked by diagonal stripes) is based on the surveys depicted below. There is no net gain or loss; in terms of area and shape.



The graphic on the following page illustrates the platted right-of-way passing behind the as-built road in most locations, with improvements built over it in many cases. Note that in several properties south of the subject, the kind of exchange proposed here has already been completed, and ultimately in time we can expect to see the present situation corrected, with the city ROW in the location of the existing easement, and homes free of the "shadow" created by having been inadvertently constructed across unused right-of-way. Hence the dedication and vacation correct an historic error, thereby being of value to both parties to the exchange.



Land Valuation

I have reviewed the latest sales of property in the subject's vicinity, and note a range in land sales prices on a per square foot basis of generally \$50 to \$80/sf of land (with reasonable improvement value abstracted), with a strong clustering in the center of that range. Note that since there have been no recent land sales on Point Monroe Dr. NE, these conclusion of value contain an element of judgment as to the contributory value of the improvements in question.

Typically values tend to drop as properties increase in size, and this is the case here. With the subject parcel at more than twice the size of recent sales comparables from Point Monroe Pt NE, it should be

valued at the upper end of the range on an overall lot basis, and at the lower end of the range on a price per square foot basis.

Our value conclusion for subject lot is \$55/sf.

Subject Value Conclusion

•	Valuation of vacation area	1,500sf @ \$55/sf = \$82,500
•	Valuation of dedication area	<u>1,500sf @ \$55/sf = \$82,500</u>
•	Net Exchange Value	\$0

Conclusion

Should you have any further questions, please do not hesitate to call. Please note the attached land sales, USPAP Addendum, certification and General Assumptions and Limiting Conditions.

Respectfully Submitted,



Anthony Gibbons, MAI, CRE

Ref: 15150

RE•SOLVE

Residential Sales Comparison Chart						
	Gudmundsson Property	Comparable #1	Comparable #2	Comparable #3	Comparable #4	Comparable #5
Address	15648 Point Monroe Dr NE	15701 Point Monroe Dr NE	15677 Point Monroe Dr NE	15747 Point Monroe Dr NE	15658 Point Monroe Dr NE	15669 Point Monroe Dr NE
City/Zip	Bainbridge Is 98110	Bainbridge Is 98110	Bainbridge Is 98110	Bainbridge Is 98110	Bainbridge Is 98110	Bainbridge Is 98110
APNs	4155-000-039-0000	4155-000-056-0107	4155-000-050-0103	4155-000-07700003	4155-000-116-0006	4155-000-047-0000
Acres/SqFt	0.24ac 10,454sf	0.04ac 1,742sf	0.08ac 3,485sf	0.14ac 6,098sf	0.10ac 4,356sf	0.11ac 4,792sf
Bank/Waterfront	Low-bank 140ft	Low-bank 60ft	Low-bank 50ft	Low-bank 100ft	Low-bank 50ft	Low-bank 50ft
FF/acre	583ff/acre	1,500ff/acre	625ff/acre	714ff/acre	500ff/acre	455ff/acre
Zoning	R-6	R-6	R-6	R-6	R-6	R-6
L.A/Vintage	2,132sf 1956	1,075sf 1965	880sf 1962	596sf 1967	1,656sf 1975	1,874sf 1977
Beds/Baths	5 3	2 1	2 2	1 1	1 1	2 2
Quality/Condition	Good Good	Fair Fair	Fair Fair	Good Good	Good Good	Good Good
Additional Improv.	Land Only Appraised					Two-car \$20sf
Date	August 5, 2015	May 16, 2013	April 24, 2012	December 10, 2012	January 17, 2013	June 6, 2013
Price	Effective Date of Value	\$225,000	\$298,000	\$352,000	\$500,000	\$630,000
Listed		January 29, 2013	April 12, 2012	September 6, 2012	July 19, 2012	January 30, 2013
Conditions		Arms Length	Arms Length	Arms Length	Arms Length	Arms Length
DOM		107 days	12 days	94 days	178 days	126 days
Time/Conditions	Value Conclusion	Adjustments	Adjustments	Adjustments	Adjustments	Adjustments
Adjusted Price		20% 0%	25% 0%	25% 0%	24% 0%	20% 0%
Improvements		\$270,484	\$371,192	\$438,455	\$620,048	\$753,215
Other		\$150,000 \$140/sf	\$100,000 \$114/sf	\$70,000 \$117/sf	\$265,000 \$160/sf	\$375,000 \$200/sf
Land		\$10,000	\$50,000	\$5,000	\$50,000	\$50,000
S/front foot	\$575,000 \$55.00/sf \$4,107/ff	\$120,484 \$69.15/sf \$2,008/ff	\$261,192 \$74.95/sf \$5,224/ff	\$363,455 \$59.60/sf \$3,635/ff	\$355,048 \$81.51/sf \$7,101/ff	\$328,215 \$68.50/sf \$6,564/ff
	Comments	Comments	Comments	Comments	Comments	Comments
	Waterfront on two sides of the spit, full sized home with high room count, some updating. One of the larger lots on the spit.	Cottage in need of TLC per agent, suspended over the water's edge. Drainfield on another lot, water available from PUD # 1.	Structure was originally a boathouse, converted into a summer home in 1985. Boat ramp and dock.	Cabin with metal roof, only one bedroom, has had some remodeling. Loft with view, boat launch on lagoon side.	Remodeled cabin with bulkhead, new appliances and septic, open floor plan, additional rooms can be used as bedrooms.	Remodeled home with a dock, shop, decks and studio over the water. Two car garage.

USPAP ADDENDUM

1. **Client & Intended Users:** Emily Scali, of Johnson Squared, is the client and intended user, as representative. There are no other intended users.
2. **Intended Use of the Appraisal:** For documenting the value of property intended to be vacated and the property to be dedicated.
3. **Identity of Property:** Please see survey included in the letter. The subject has no parcel number assigned.
4. **Property Interest Appraised:** Fee Simple Interest. We have assumed the property will be conveyed with no site penalty.
5. **Purpose of Appraisal:** The purpose of this appraisal is to establish the market value of the subject property. The term "market value" is defined as:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date, and the passing of title from seller to the buyer under conditions whereby:

- a. the buyer and seller are typically motivated;*
- b. both parties are well informed or well advised, and acting in what they consider their own best interests;*
- c. a reasonable time is allowed for exposure in the open market;*
- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."*

Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions [f].

6. **Effective Date of the Appraisal:** The date of preparation, August 3, 2015.
The Date of the Report: August 3, 2015.
7. **Scope of Assignment:** This is a limited scope valuation assignment designed solely to document the value of property identified in a survey and intended for vacation and dedication. It should not be used for any other purpose.
8. **Assumptions:** As noted in this letter. This is a limited scope assignment prepared for the purpose cited.
9. **Appraisal Procedures:** Market Comparison, analysis of exchange.
10. **Report Type:** This analysis is presented in a reporting format that meets or exceeds the requirements for a restricted report under USPAP Guidelines. Detailed discussions and analysis are abbreviated with supporting documentation retained in our files. Familiarity with the subject property is assumed. This report is restricted to the client's use and is intended for no other purposes or parties.
11. **Certification:** Attached following.

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. I have not made a personal inspection of the property that is the subject of this report, nor the comparables, but I am familiar with the location and have appraised properties in the subject market area. Photographs and aerial and google imagery have been reviewed.
10. No one provided significant real property appraisal assistance to the person signing this certification.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, Anthony Gibbons has completed the continuing education program for Designated Members of the Appraisal Institute.

The opinion of value expressed below is the result of, and is subject to the data and conditions described in detail in this report.

The **Date of Value** for the property that is the subject of this appraisal is August 3, 2015.

Per the MARKET VALUE definition herein, the value conclusion for the property that is the subject of this appraisal is on a cash basis and is:

Pro-rata value: Vacation	\$82,500
Pro-rata value: Dedication	\$82,500
Net Exchange Value	Zero

Name: **Anthony Gibbons, MAI, CRE**
WS Cert # 1100854

Signature: 
Date: August 3, 2015

RESTRICTION UPON DISCLOSURE & USE:

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which (s)he is connected), shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the undersigned.

No part of this report or any of the conclusions may be included in any offering statement, memorandum, prospectus or registration without the prior written consent of the appraiser.

General Assumptions and Limiting Conditions

This appraisal report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering studies are assumed to be correct. The plot plans and illustrative material in this report are included only to help the reader visualize the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
7. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
8. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a non-conformity has been identified, described, and considered in this appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.
10. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, and other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The intended user is urged to retain an expert in this field, if desired.

This appraisal report has been made with the following general limiting conditions:

1. If the subject is improved: Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication.

3. The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent of the appraiser

The following assumptions and limiting conditions may apply to this assignment:

1. Any opinions of value provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the opinion of value, unless such proration or division of interests has been set forth in the report.
2. In the case of proposed developments: If only preliminary plans and specifications were available for use in the preparation of this appraisal; the analysis, therefore, is subject to a review of the final plans and specifications when available.
3. In the case of proposed developments, and the assignment of values to a property at the completion of construction, all proposed improvements are assumed to have been completed unless otherwise stipulated, so any construction is assumed to conform with the building plans referenced in the reports.
4. In the case of improved property: The appraiser assumes that the reader or user of this report has been provided with copies of available building plans and all leases and amendments, if any, that encumber the property.
5. If no legal description or survey was furnished, the appraiser used the county tax plat to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, it may be necessary for this appraisal to be adjusted. If a legal description has been provided, the appraiser is not responsible for the accuracy of the description. The property appraised is assumed to be as delineated on county maps, as noted in this appraisal.
6. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.
7. If the subject is improved: The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey or analysis of any improvements on the property to determine whether or not it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has not direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.

When Recorded Return to:

Name: Bainbridge Island City Clerk
Address: 280 Madison Avenue N.
Bainbridge Island, WA 98110 – 1812

Document Title: Ordinance No. 2015-22
Grantor's Name: City of Bainbridge Island
Grantee's Name: Gudmundsson, Sigurdur G & Heidi L. (4155-000-039-0000)

Tax Parcel # 4155-000-039-0000
Abbreviated Legal Description:

LOTS 39 AND 119 AND THE SOUTH HALF OF LOTS 40 AND 118, MADISON BEACH,
VOLUME 5 OF PLATS, PAGE 14, RECORDS OF KITSAP COUNTY, WASHINGTON.
TOGETHER WITH TIDELANDS OF THE SECOND CLASS

ORDINANCE NO. 2015-22

AN ORDINANCE of the City of Bainbridge Island, Washington vacating a portion of Point Monroe Drive abutting Tax Lot No. 4155-000-039-0000 and requiring the dedication of the existing paved right-of-way.

WHEREAS, on June 15, 2015, Devin Johnson of Johnson Squared Inc., Agent for Sigurdur and Heidi Gudmundsson, filed a petition to vacate a portion of dedicated right-of-way along Point Monroe Drive NE (Mountain View Lane per plat) abutting such real property; and

WHEREAS, the proposed road vacation is to correct the alignment of the existing platted right-of-way with the existing paved right-of-way for an equal area exchange, depicted on Exhibit A, and the Petitioner proposes to record the dedication of the existing paved right-of-way simultaneously with the recordation of this ordinance; and

WHEREAS, on June 24, 2015, the Director of Public Works certified that the petition was legally sufficient having been signed by 100% of the owners of property abutting said right-of-way, exceeding the two-thirds requirement of Bainbridge Island Municipal Code ("BIMC") Section 12.34.060; and

WHEREAS, by Resolution No. 2015-12, the City Council set a public hearing before the City Council on the proposed vacation for August 11, 2015; and

WHEREAS, City staff posted, published and mailed notices of the public hearing in accordance with BIMC Section 12.34.080; and

WHEREAS, the City Council held the hearing at the scheduled time on August 11, 2015; and

WHEREAS, no objections to the proposed vacation have been made by owners of private property abutting the street or other governmental agencies or members of the general public; and

WHEREAS, a vacation of the right-of-way will better serve the public, and the substitution of the existing paved public right-of-way would be more useful to the public;

WHEREAS, the City Council has considered whether conditions may change in the future as to provide a greater use or need than presently exists; and

WHEREAS, the City Council desires to vacate the portion of Point Monroe Drive legally described on Exhibit B and depicted on Exhibit C and to accept the Petitioner's proposal to transfer the real property legally described on Exhibit D and depicted on Exhibit E in exchange for and as compensation for the vacation of Point Monroe Drive; and

WHEREAS, upon passage of this ordinance, Petitioner will submit a signed and notarized deed dedicating the 1,501 square feet of right-of-way to the City in the form attached hereto as Exhibit F and made a part hereof by this reference; and

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

Section 1. Findings, Declarations and Statements. The City Council adopts the following findings, makes the following declarations and enters the following statements, which address the requirements of BIMC Section 12.34.120.

A. BIMC Section 12.34.120.A requires that at least one of three conditions must be present to vacate a street adjacent to fresh or salt water. The condition quoted below is met by the proposed vacation:

The city council, by resolution, declares that the street is not presently being used as a street and that the street is not suitable for any of the following purposes: port, beach or water access, boat moorage, launching sites, park, public view, recreation, or education (BIMC 12.34.120.A.2).

A substantial portion of the right-of-way is located outside of the existing paved road that serves the lots and is not presently being used as a street.

B. In accordance with BIMC Section 12.34.120.B.4, the City Council finds that:

1. The vacation of the right-of-way is in the public's interest; and
2. The right-of-way is not suitable for port, boat moorage, launching sites, beach or water access, park, public view, creation or education purposes.

Section 2. Criteria. The City Council has considered the criteria set forth in BIMC Section 12.34.110 as provided by the Petitioner's application to determine whether to vacate the right-of-way, including whether the substitution of a new and different public way would be more useful to the public.

Section 3. Vacation. The right-of-way being vacated is depicted on Exhibit B, which is incorporated by reference.

Section 4. Payment of Compensation. The owners of the lots abutting the right-of-way have granted the dedication described in Exhibit E to the City in lieu of payment of compensation for the vacation of the right-of-way, in accordance with BIMC Section 12.34.135. The Director of Public Works determined the fair market value of the real property proposed to be dedicated to the City in lieu of cash payment under BIMC Section 12.34.130 in accordance with the appraisal procedures set forth in BIMC Section 12.34.140. The fair market value of the right-of-way dedication is equal to the fair market value of the right-of-way vacated and,

therefore, the owners of lots abutting the right-of-way are not required to pay compensation for the right-of-way vacation in accordance with BIMC Section 12.34.135.

Section 5. That portion of Point Monroe Drive abutting Tax Lot No. 4155-000-039-0000 is vacated to Sigurdur and Heidi Gudmundsson.

Section 6. Upon receipt of the deed from the Petitioner dedicating the new right-of-way to the City in the form attached hereto as Exhibit F, the City Clerk is authorized and directed to record a certified copy of this ordinance and the deed with the Kitsap County Auditor's office.

Section 7. If the Petitioner fails to submit the deed to the City Clerk within ten (10) days of the passage of this ordinance, this ordinance shall be null and void.

Section 8. Effective Date. This ordinance shall be effective five (5) days from and after its passage, approval, publication, and posting as required by law.

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

APPROVED by the City Council this ____ day of ____, 2015.

Anne S. Blair, Mayor

ATTEST/AUTHENTICATE:

Rosalind D. Lassoff, City Clerk

FILED WITH THE CITY CLERK:	July 17, 2015
PASSED BY THE CITY COUNCIL:	
PUBLICATION:	
EFFECTIVE DATE:	
ORDINANCE NO.:	2015-22

EXHIBIT A
SKETCH
 SHOWING BOTH VACATION & DEDICATION AREAS

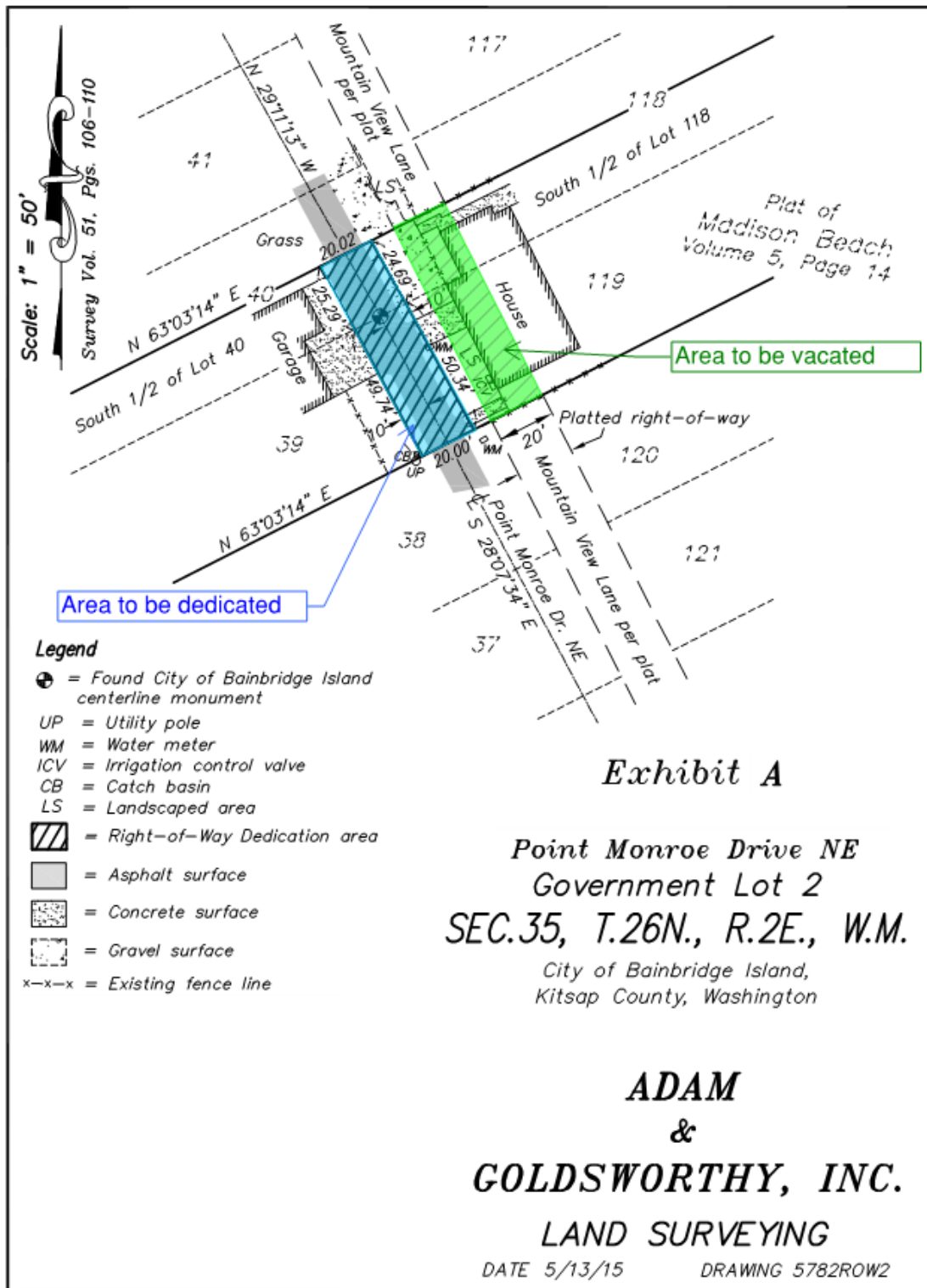


EXHIBIT B

VACATION AREA DESCRIPTION

A portion of the Mountain View Lane right-of-way adjoining Lots 39, 40, 118 and 119 of the plat of Madison Beach as recorded in Volume 5 of Plats, Page 14, records of Kitsap County, Washington, described as follows:

Beginning at the Northeast corner of the South half of said Lot 40;
Thence North $61^{\circ}34'$ East 20.00 feet to the Northwest corner of the South half of said Lot 118;
Thence along the Easterly line of said right-of-way, South $28^{\circ}26'$ East 75.00 feet to the Southwest corner of said Lot 119;
Thence South $61^{\circ}34'$ West 20.00 feet to the Southeast corner of said Lot 39;
Thence along the Westerly line of said right-of-way, North $28^{\circ}26'$ West 75.00 feet to the point of beginning.

Area = 1,500 Square Feet

EXHIBIT C
SKETCH
SHOWING AREA TO BE VACATED

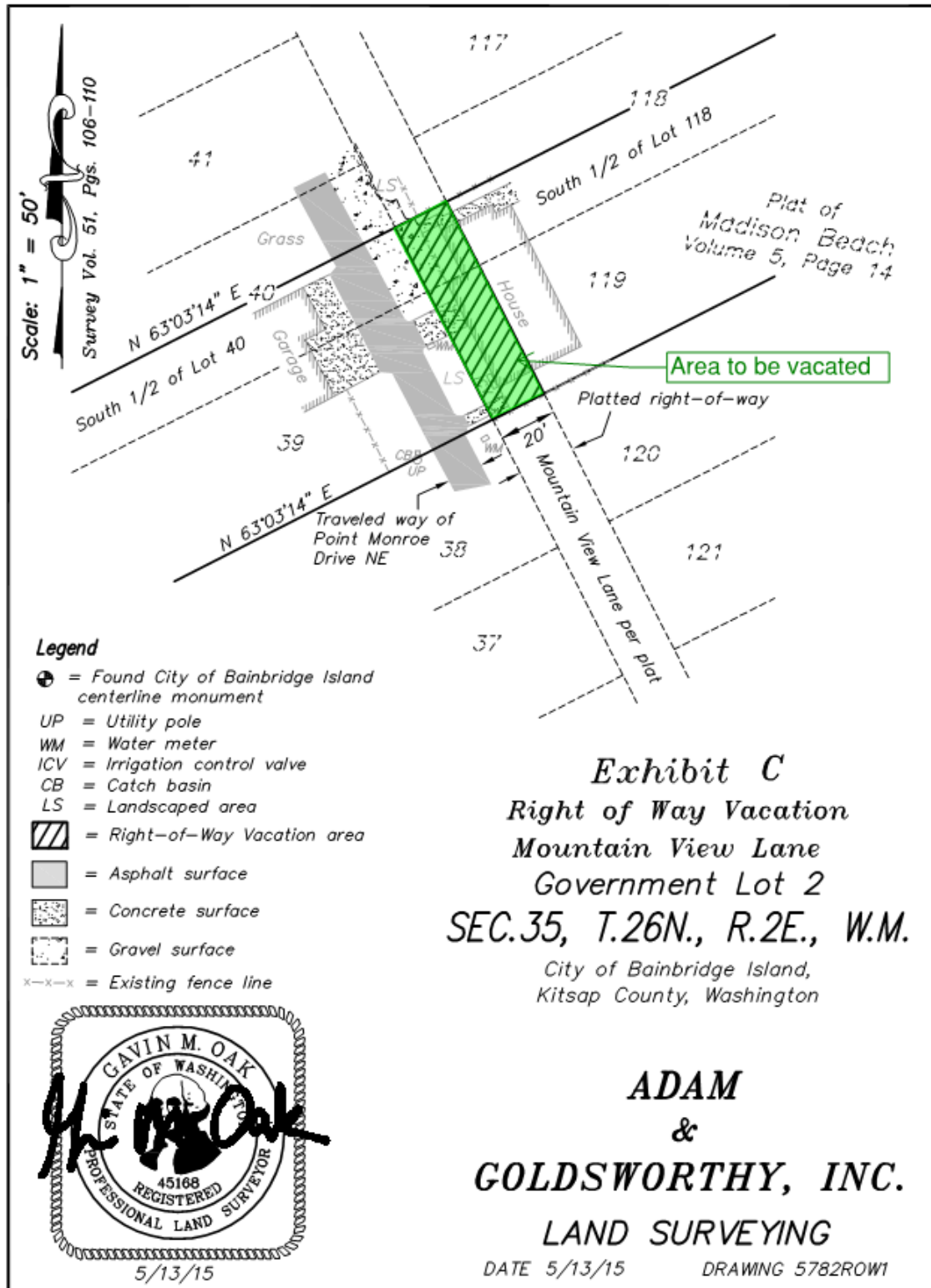


EXHIBIT D

DESCRIPTION

AREA TO BE DEDICATED TO THE CITY OF BAINBRIDGE ISLAND FOR NE POINT MONORE DRIVE RIGHT-OF-WAY

A portion of Lots 39 and 40 of the plat of Madison Beach as recorded in Volume 5 of Plats, Page 14, records of Kitsap County, Washington, described as follows:

Beginning at a City of Bainbridge Island centerline monument shown on the survey recorded in Volume 51, Pages 106-110 of surveys, records of Kitsap County, Washington, said monument located Westerly of Easterly lot corner common to said Lots 39 and 40 and from which a City of Bainbridge Island centerline monument bears South $28^{\circ}07'54''$ East 206.40 feet; Thence along the centerline of Point Monroe Drive NE as shown on said survey, North $29^{\circ}11'13''$ West 24.99 feet to a point on the Northerly line of the South half of said Lot 40 and the True Point of Beginning; Thence along said Northerly line, North $63^{\circ}03'14''$ East 10.01 feet; Thence along a line parallel to and 10 feet Easterly of said centerline, South $29^{\circ}11'13''$ East 24.69 feet; Thence continuing along a line parallel to and 10 feet Easterly of said centerline, South $28^{\circ}07'34''$ East 50.34 feet to a point on the Southerly line of said Lot 39; Thence along said Southerly line, South $63^{\circ}03'14''$ West 20.01 feet; Thence along a line parallel to and 10 feet Westerly of said centerline, North $28^{\circ}07'34''$ West 49.74 feet; Thence continuing along a line parallel to and 10 feet Westerly of said centerline, North $29^{\circ}11'13''$ West 25.29 feet to a point on the Northerly line of the South half of said Lot 40; Thence along said Northerly line, North $63^{\circ}03'14''$ East 10.01 feet to the True Point of Beginning.

Area = 1,501 Square Feet

EXHIBIT E

SKETCH OF DEDICATION AREA

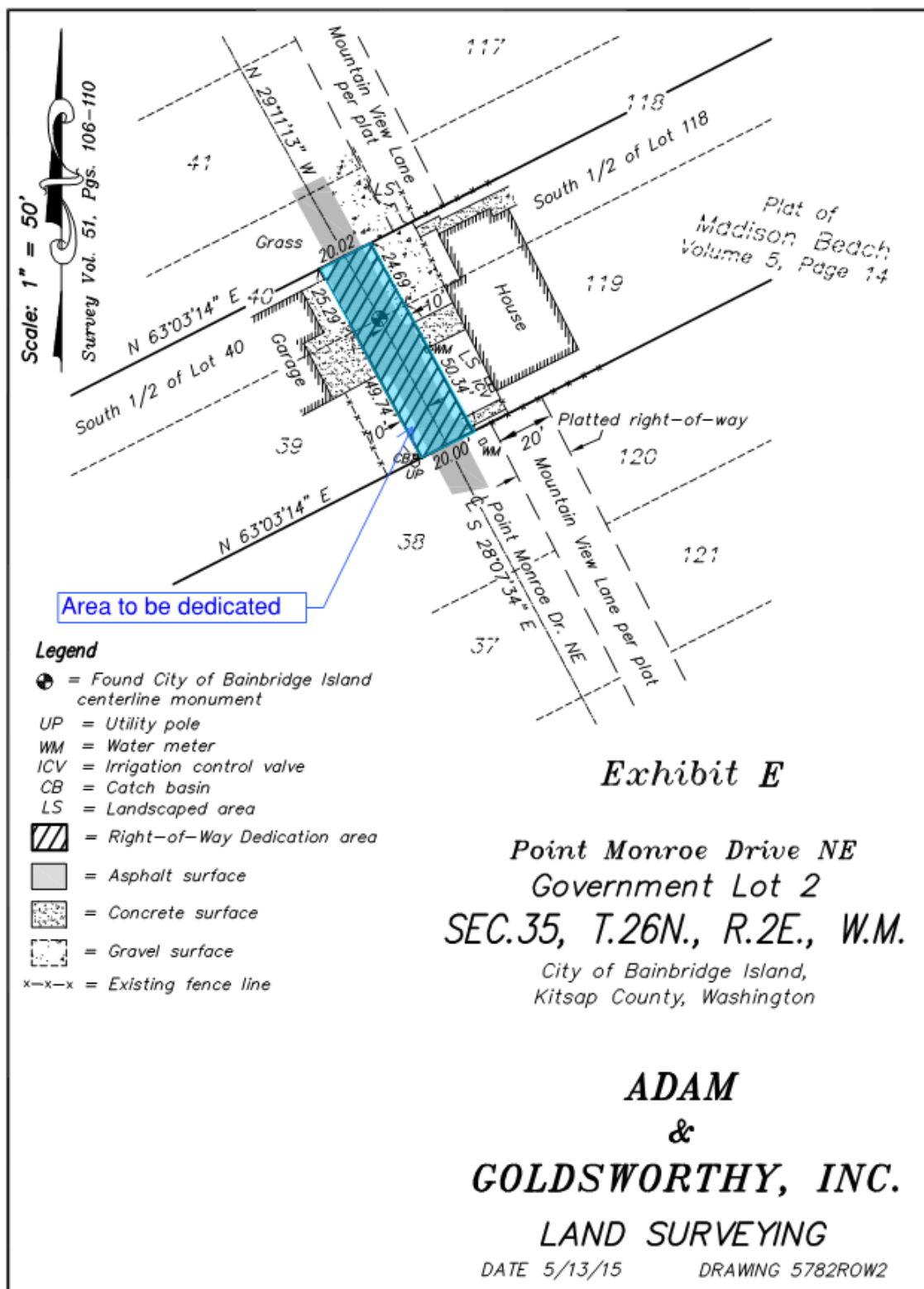


EXHIBIT F
FORM OF RIGHT-OF-WAY DEED

After Filing Return To:
City of Bainbridge Island
Attn: Public Works
280 Madison Avenue North
Bainbridge Island, WA. 98110

RIGHT-OF-WAY DEED

GRANTOR(S): Sigurdur & Heidi Gudmundsson

GRANTEE: City of Bainbridge Island

ABBREVIATED LEGAL DESCRIPTION: Lots 39 And 119 and the South half of Lots 40 and 118, Madison Beach, Sec.35, T. 26 N., R.2E., W.M., City of Bainbridge Island, Kitsap County, Washington

ASSESSOR'S ACCOUNT NUMBER: 4155-000-039-0000

ROAD KNOWN AS **Point Monroe Drive NE**, KNOW ALL MEN BY THESE PRESENTS THAT the undersigned grantors, owners of the property described in the attached **Exhibit A**, for and in consideration of the benefits of a public right of way and other valuable consideration, the receipt whereof is hereby acknowledged, dedicate to the City of Bainbridge Island and to the use of the public forever that portion of the right-of-way of **Point Monroe Drive NE** described in the attached **Exhibit B** and shown on attached **Exhibit C**.

The Grantors hereby agree and consent to the establishment of said road as described, and to the perpetual use and continuance of the same as a City road and waive all claim for damages of whatever kind which may be occasioned to adjacent land by the location, establishment, construction, drainage and maintenance of said road, and agree and consent to the right of the City to make all reasonable and necessary slopes for cuts and fills whenever they extend beyond the right of way line, upon above mentioned road, all in conformity with City standards for road construction, and to the same extent and purpose as if the rights herein granted had been acquired by condemnation proceedings under Eminent Domain Statutes of the State of Washington.

Said covenants shall run with the land and be binding upon the grantors, their successors or assigns.

Page 2
Right of Way Deed for NE Point Monroe Dr.
Job No. 15-5782
May 6, 2015

TO HAVE AND TO HOLD the same, unto the City of Bainbridge Island for the purpose of a public road forever.

IN WITNESS WHEREOF, the Grantors have executed this deed on this _____ day of _____, 2015.

GRANTORS:

Sigurdur G. Gudmundsson and Heidi L. Gudmundsson

State of Washington
County of Kitsap

I certify that I know or have satisfactory evidence that **Sigurdur G. Gudmundsson and Heidi L. Gudmundsson** were the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

NOTARY PUBLIC in and for the State of Washington
Print Name _____
Residing at _____
My appointment expires _____

Public Works Approval _____

**Point Monroe Drive NE
Right-of-Way Deed**

**EXHIBIT A
Property Description**

Lots 39 and 119 and the South half of Lots 40 and 118 of the plat of Madison Beach as recorded in Volume 5 of Plats, Page 14, records of Kitsap County Records of Kitsap County, Washington. together with Tidelands of the Second Class as conveyed by the State Of Washington, situate in front of, adjacent to and abutting thereon. Situate in the Section 35, Township 26 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington.

**Point Monroe Drive NE
Right of Way Deed**

**EXHIBIT B
Right-of-Way Description**

A portion of Lots 39 and 40 of the plat of Madison Beach as recorded in Volume 5 of Plats, Page 14, records of Kitsap County, Washington, described as follows:

Beginning at a City of Bainbridge Island centerline monument shown on the survey recorded in Volume 51, Pages 106-110 of surveys, records of Kitsap County, Washington, said monument located Westerly of Easterly lot corner common to said Lots 39 and 40 and from which a City of Bainbridge Island centerline monument bears South 28°07'54" East 206.40 feet; Thence along the centerline of Point Monroe Drive NE as shown on said survey, North 29°11'13" West 24.99 feet to a point on the Northerly line of the South half of said Lot 40 and the True Point of Beginning;

Thence along said Northerly line, North 63°03'14" East 10.01 feet;

Thence along a line parallel to and 10 feet Easterly of said centerline, South 29°11'13" East 24.69 feet;

Thence continuing along a line parallel to and 10 feet Easterly of said centerline, South 28°07'34" East 50.34 feet to a point on the Southerly line of said Lot 39;

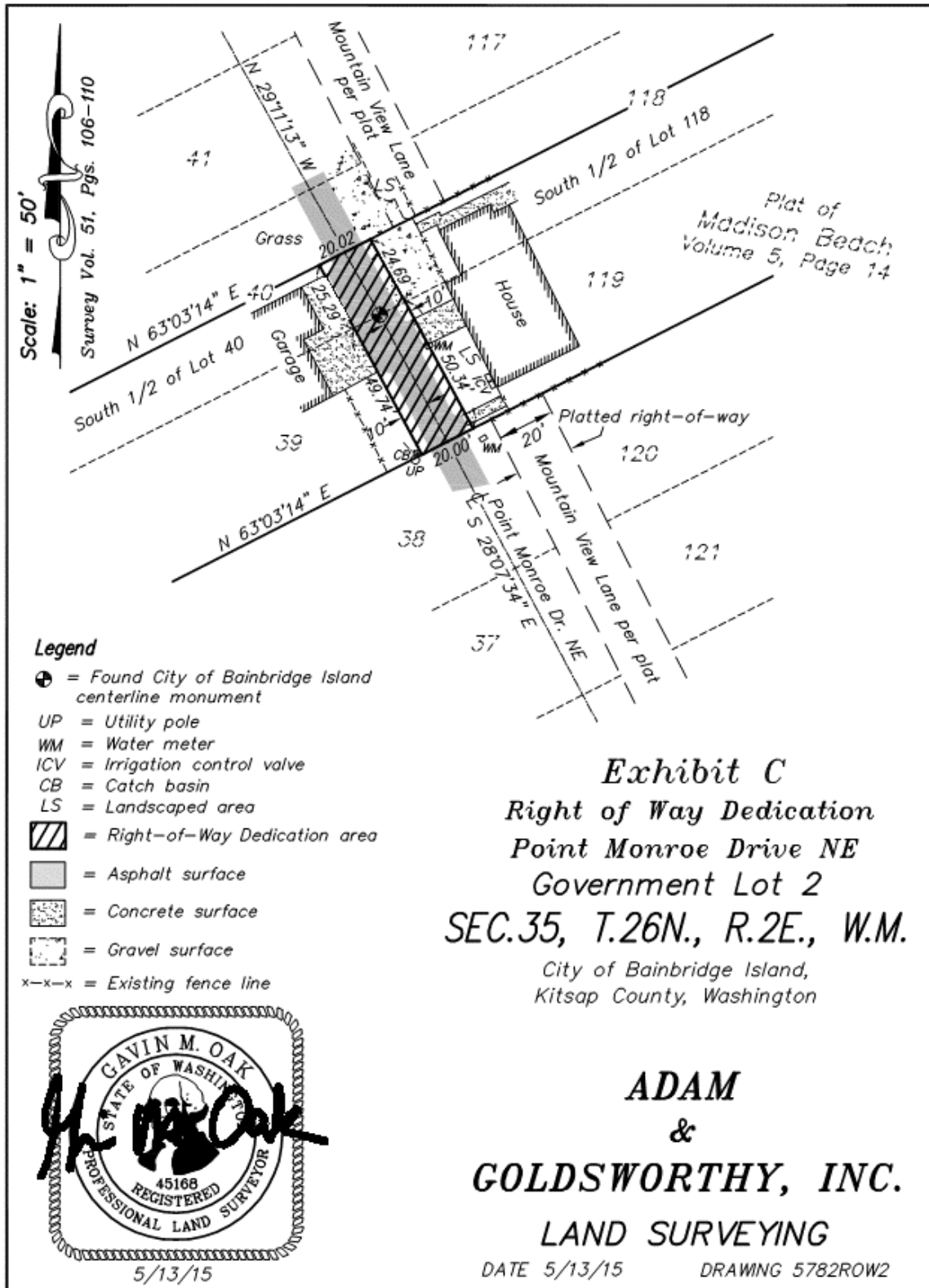
Thence along said Southerly line, South 63°03'14" West 20.01 feet;

Thence along a line parallel to and 10 feet Westerly of said centerline, North 28°07'34" West 49.74 feet;

Thence continuing along a line parallel to and 10 feet Westerly of said centerline, North 29°11'13" West 25.29 feet to a point on the Northerly line of the South half of said Lot 40; Thence along said Northerly line, North 63°03'14" East 10.01 feet to the True Point of Beginning.

Area = 1,501 Square Feet

EXHIBIT C



CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Public Hearing on Ordinance No. 2015-19, Adopting a Six-Month Moratorium on New Commercial Aquaculture Activities	Date: August 11, 2015
Agenda Item: Public Hearing	Bill No.: 15-015
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:

On July 7, 2015, the City Council adopted a second consecutive six-month moratorium on the acceptance of permits for commercial aquaculture activities. The moratorium was imposed in order to preserve the status quo while the City considers proposed revisions to the aquaculture provisions within the SMP. The City's consideration of proposed revisions to the aquaculture results from the City's desire to more strictly regulate commercial aquaculture activities within its shorelines and a desire to reach a settlement agreement with DOE and the parties that appealed the City's SMP: the Bainbridge Alliance for Puget Sound, (the "Alliance"), and Pacific Coast Shellfish Growers Association ("PCSGA"). Ordinance No. 2015-19 was not adopted as an emergency ordinance and became effective on July 15, 2015. Ordinance No. 2015-19 will expire on January 14, 2016.

RCW 35A.63.220 states in pertinent part:

"A moratorium or interim zoning ordinance adopted under this section may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A moratorium of [or] interim zoning ordinance may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal."

The public hearing on August 11, 2015 constitutes the public hearing required be held within sixty (60) days of adoption.

The recitals contained in Ordinance No. 2015-19 contain the chronology of the underlying litigation and the process underway for reaching settlement discussions and an end to the moratorium herein.

RECOMMENDED ACTION

Conduct the public hearing.

ORDINANCE NO. 2015-19

AN ORDINANCE of the City of Bainbridge Island, Washington, adopting a six-month moratorium on the acceptance, processing and/or approval of new applications for commercial aquaculture activities on or within the City of Bainbridge Island shorelines; providing for severability; and establishing an effective date.

WHEREAS, the City initiated its Shoreline Master Program ("SMP") Update process in 2012 and on June 7, 2013 submitted it to the Department of Ecology ("DOE") for approval; and

WHEREAS, the June 7, 2013 SMP prohibited aquaculture in all aquatic designations and in all upland designations except Shoreline Residential and Urban wherein aquaculture was permitted as a conditional use; and

WHEREAS, DOE returned the City's June 7, 2013 SMP, and required the City to allow aquaculture as a conditional use in all upland designations except Island Conservancy and in all aquatic designations; and

WHEREAS, DOE indicated an appeal of the required changes would likely be very lengthy; and

WHEREAS, on July 14, 2014, the City adopted the SMP containing the changes to the aquaculture regulations required by DOE; and

WHEREAS, the DOE issued a Notice of Final Action effective July 30, 2014 approving the City's SMP; and

WHEREAS, on October 14, 2014 the Bainbridge Alliance for Puget Sound, Association of Bainbridge Communities, and Coalition to Protect Puget Sound Habitat (the "Alliance") filed a Petition for Review with the Central Puget Sound Growth Management Hearings Board (the "Board") challenging the SMP's aquaculture regulations; and

WHEREAS, on November 17, 2014, Pacific Coast Shellfish Growers Association ("PCSGA") was granted its motion to intervene and is challenging the SMP's aquaculture regulations; and

WHEREAS, at its Business Meeting on December 9, 2014, the City Council directed staff to prepare a limited amendment to the SMP that would more closely reflect those regulations contained in the June 13, 2013 SMP submitted to DOE; and

WHEREAS, on January 20, 2015 the City adopted Ordinance 2015-16 imposing a six (6) month moratorium on the acceptance, processing, or approval of applications for substantial shoreline development permits ("SSDP") and shoreline conditional use permits ("CUP") for all commercial aquaculture activities. Ordinance 2015-06 expires on July 19, 2015; and

WHEREAS, since the adoption of the moratorium on January 20, 2015, the City, the Alliance and DOE have been meeting regularly for the specific purpose of discussing proposed revisions to the aquaculture regulations within the SMP that would be acceptable to both the Alliance and to DOE; and

WHEREAS, upon the City's determination that the parties have completed discussions, proposed regulations will be drafted and prepared, and the public process for the adoption of a limited amendment to the SMP will commence; and

WHEREAS, on January 13, 2015 the Board granted an extension and amended the hearing schedule to allow for settlement discussions; the Board granted a second extension on April 15, 2015; on June 15, 2015, the Board granted a third extension to allow additional time for settlement discussions and amended the hearing schedule such that the Hearing on the Merits is scheduled for November 19, 2015; and

WHEREAS, the City desires to preserve the status quo and prevent the processing of new applications for commercial aquaculture substantial shoreline development permits (SSDPs) and conditional use permits (CUPs) until such time as the City has adopted the limited amendment to the SMP's aquaculture regulations; and

WHEREAS, in *Biggers v. City of Bainbridge Island*, 162 Wn. 2d 683 (2007), Justice Chambers, with whom four additional justices agreed, stated, "While no positive grant of authority exists under the SMA to impose a moratorium, such an explicit grant is not required in the face of Washington Constitution article XI, section 11's broad delegation of police power to the local governments. *Cf. Weden v. San Juan County*, 135 Wn.2d 678, 690-92, 958 P.2d 273 (1998). ... Municipalities possess independent authority to regulate shorelines so long as the regulation does not conflict with the SMA. I agree with Justice Fairhurst that municipalities can place moratoria on shoreline substantial development permits without conflict with the SMA"; and

WHEREAS, the City possesses jurisdiction over the City's shorelines insofar as such local regulations do not conflict with the Shoreline Management Act; and

WHEREAS, the City Council shall hold a public hearing within sixty days of the adoption of this Ordinance;

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the moratorium established by this Ordinance. The City Council may, in its discretion, adopt additional findings after the public hearing referenced in Section 4 below.

Section 2. Moratorium Imposed. As authorized by the police powers delegated by Washington Constitution article XI, section 11, a moratorium is hereby enacted on the acceptance,

processing, or approval of applications for substantial shoreline development permits ("SSDP") and shoreline conditional use permits ("CUP") for all commercial aquaculture activities. For purposes of this moratorium, "commercial aquaculture" shall mean the commercial cultivation and harvesting of fish, shellfish, or other aquatic animals or plants. This moratorium does not apply to aquaculture activities not requiring a SSDP or CUP.

Section 3. Effective Duration of Moratorium. The moratorium set forth in this Ordinance shall be in effect for a period of six (6) months from the effective date of this Ordinance and shall automatically expire at the conclusion of that six-month period unless sooner repealed.

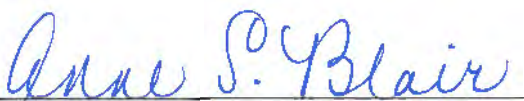
Section 4. Public Hearing. The City Council will hold a public hearing at a City Council business meeting within 60 days from adoption in order to take public testimony and to consider adopting further findings of fact.

Section 5. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 6. Effective Date. This Ordinance will be effective five (5) days after publication.

PASSED BY THE CITY COUNCIL this 7th day of July, 2015.

APPROVED BY THE MAYOR this 7th day of July, 2015.



Anne S. Blair, Mayor

ATTEST/AUTHENTICATE:



Rosalind D. Lassoff, CMC, City Clerk

FILED WITH THE CITY CLERK:	July 1, 2015
PASSED BY THE CITY COUNCIL:	July 7, 2015
PUBLISHED:	July 10, 2015
EFFECTIVE DATE:	July 15, 2015
ORDINANCE NUMBER:	2015-19

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Resolution No. 2015-15 Amending Resolution 2009-02 establishing procedures regarding the surplus and sale process for real property owned by the City of Bainbridge Island

Date: August 11, 2015

Agenda Item: Staff Intensive

Bill No.: 15-155

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:

At the August 11, 2015 Study Session, the City Council will consider and review a proposed Request for Proposals (RFP) for Development of 13.83 acres of City Owned Property. RFPs must comply with the City's process for the disposition of surplus property, and Resolution No. 2009-02 sets forth the required process. It is appropriate to revise Resolution No. 2009-02 so that the process for the disposition of surplus property reflects the Council's desire to consider sale at below market value.

Additionally, Resolution No. 2015-15 revises the process set forth in Resolution No. 2009-02 to (1) remove references to the defunct Open Space Commission; (2) allow for the transfer to taxing districts in addition to the Parks District; (3) remove references to "Minimum Acceptable Price"; (4) remove references to "Marketing Time"; (5) remove extraneous language regarding the notification of a sale of surplus property; and (6) simplify the allocation of closing costs. Additional non-substantive changes were made for clarification.

Approval of Resolution 2015-15 will result in an RFP, if approved, which conforms to the updated process.

RECOMMENDED ACTION:

Motion:

I move the City Council approved Resolution No. 2015-15, Amending Resolution 2009-02 establishing procedures regarding the surplus and sale process for real property owned by the City of Bainbridge Island.

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RESOLUTION NO. 2015-15

A RESOLUTION amending Resolution No. 2009-02 establishing procedures regarding the surplus and sale process for real property owned by the City of Bainbridge Island.

WHEREAS, on March 11, 2009 the City Council passed Resolution No. 2009-02 establishing procedures regarding the surplus and sale process for real property owned by the City;

WHEREAS, the City of Bainbridge Island desires to revise these procedures to allow the City to consider whether surplus property may be sold at below Market Value or should be transferred to another Bainbridge Island taxing district;

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

1. Amendment

Resolution No. 2009-02 is revised to read as follows:

A. City Property Inventory. The Director of Public Works shall establish and maintain an inventory and map of City-owned property. References in this Resolution to “City-owned property” are meant to include any property owned by the City or any of its utilities or other special-purpose funds. The inventory will include the following information:

1. Property name;
2. Street address (if available);
3. Kitsap Assessor’s Office Property Tax Parcel Number;
4. Use of property;
5. Listing of restrictions, covenants or other limiting attributes;

6. Status of property (active or inactive);
7. Any planned future use;
8. City fund that currently owns the property;
9. Estimated land and improvement value; and
10. Restrictions on property use or sale (if applicable).

B. Establishment of Real Property Review Committee. A real property review committee (the “Committee”) is hereby established which shall advise the City Council with respect to the disposal of real property owned by the City. The Committee shall be composed of the City ~~Administrator~~Manager, the Finance Director, the Public Works Director and the City Attorney.

C. Annual Review of City Real Property Holdings. The Committee shall annually review all of the City’s current real property holdings with regard to the following:

1. If the current use is appropriate and necessary;
2. If the property could be used for another City purpose within its original purchasing fund responsibility;
3. If the property could be used for another City purpose outside of the responsibility of original purchasing fund;
4. If the property appears to be surplus to the City’s needs;
5. Whether there is evidence of potential interest by anyone in purchasing the property; and
6. Whether there is an interest by the Board of the Metropolitan Parks District or by any other Bainbridge Island taxing district in having the property transferred to that District.

D. Annual written report. Following its review, not less than once per calendar year the Committee shall prepare a written report containing recommendations as to whether any City property should be declared surplus by the City Council. The report shall contain the following information with regard to any property that the Committee is recommending to be declared surplus:

1. Description of the location and size of the property;
2. Description of the circumstances under which the property was obtained;
3. Description of the funds used to acquire the property;
4. Recommendation as to which fund the proceeds from its sale should be credited;
5. Description of what municipal use the property has been put to in the past, if any, and what use, if any, for which it might be held;
6. The date of any and each prior appraisal of the property, and the value determined by each such appraisal;
7. Estimation of value (pre-appraisal) of the property;
8. Whether an appraisal is recommended and the type of appraisal;
9. Whether the property is only usable by abutting owners or is of general marketability;
10. Whether special consideration ought to be given to some other public agency that has a use for the property;
11. Whether the property should be sold at auction, by sealed bid, by request for proposal (RFP), or by negotiation;

- ~~1. Whether the property should be designated for consideration as Open Space and referred to the Open Space Commission; and~~
12. Recommendation as to whether any special covenants or restrictions; should be imposed in conjunction with sale of the property; and
13. If owned by a City utility, recommendation as to whether the property should be sold or transferred to the City's General Fund prior to being conveyed or sold to a third party.

The written report shall be submitted to the City Council no later than April 30 of each calendar year.

E. Surplus Property Declaration. City property may be declared surplus by the City Council after the following procedures have been completed:

1. The City Council shall hold a public hearing as part of its process to consider whether to declare any real property surplus to the needs of the City. In accordance with RCW Chapter 39.33, notice of said hearing shall be published in the City's official website (or, if legally necessary, in the City's newspaper of record) not less than ten (10) days nor more than twenty-five (25) days prior to the hearing. In addition, a news release pertaining to the public hearing shall be posted on the city website.
2. Following ~~City Council's review of the Committee's report, and~~ conclusion of the public hearing, the City Council shall determine whether the property shall be declared surplus. If such

determination is made, City Council shall pass a resolution declaring the property surplus and shall also make the following determinations:

- (a) Whether the property should be transferred to ~~the Bainbridge Island Metropolitan Park District~~ another Bainbridge Island taxing district;
- (b) Whether the property should be sold by sealed bid, at auction, by request for proposal (RFP), or through negotiated sale; (including listing with a real estate broker; and
- (c) Whether special covenants or restrictions should be imposed as a condition of the sale.; and
- (d) ~~Whether an appraisal is necessary to provide a market value estimate.~~

F. Sale Procedures for Surplus Property. The following procedures and requirements shall apply to property sold as surplus by the City:

1. Determination of “Market Value.”~~Minimum Acceptable Price.~~
After a property has been declared surplus and prior to its sale or transfer, the city shall order one of the following three types of appraisals, based on the Committee’s estimate of the property value.

Estimated Property Value	Recommended Report Format	Review Suggested
Up to \$100,000	Limited/Restricted	No
\$100,001 to \$500,000 ^A	Limited/Summary	No
\$500,001 to \$3,000,000 ^B	Complete/Summary	Yes
\$3,000,001 and above ^C	Complete/Self-Contained	Yes

The appraiser or reviewer hired by the City must be licensed by the State of Washington as a “state certified general appraiser.”

~~Whether surplus property is to be disposed of by sealed bid, auction, RFP or negotiated sale, interested parties shall be advised that the minimum acceptable price shall be the value determined by the sufficient and acceptable appraisal. The minimal acceptable price for the surplus property may not be more than 10% below the estimated market value.~~

2. ~~Marketing Time. (see attached page)~~

~~An appraiser must estimate the “marketing time” when the market value of a property is provided. The committee should consider setting “marketing time.” The “marketing time” will be estimated by and appraiser based on the time it took to sell the comparables in the report. Generally, the shorter the “marketing time,” the lower the market value estimate will be. For example, if a 20-acre parcel of vacant land was surplusd by the city, a higher price would likely be offered if the city allowed the developer to get~~

~~preliminary plat approval before closing (24 months) than if a closing were required in 30 days after reaching an agreement on all terms of the sale.~~

32. SEPA Review. The sale and/or transfer of any surplus real property that is subject to an authorized public use shall be contingent upon completion of a SEPA review process and the expiration of the SEPA appeal period.

3. Processes for sale of property.

(a) Disposition by Sealed Bid. Where a property is sold by sealed bids, any and all bids submitted must be accompanied by a bid deposit in the form of a cashier check payable to the City of Bainbridge Island in an amount equal to ten percent (10%) of the bid amount. Such deposit accompanying the successful bid shall be deposited into escrow until closing on the purchase of the property, and payment of the remaining amount of the purchase price shall be made within thirty (30) days. In the event the purchaser is unable to pay the remaining amount within the required time, the earnest money deposit shall become non-refundable and may be retained by the City as liquidated damages.

(b) Disposition by Auction. Where property is sold at auction, the prevailing bidder must immediately tender a cash

deposit or certified check for deposit into escrow as earnest money to the City of Bainbridge Island in an amount equal to ten percent (10%) of the bid amount. Payment of the remaining amount of the purchase price shall be made within thirty (30) days. In the event the purchaser is unable to pay the remaining amount within the required time, the earnest money deposit shall become non-refundable and may be retained by the City as liquidated damages.

(c) Disposition by Request for Proposal (including listing with a licensed real estate broker.) Where property is sold through a process that includes a request for proposals (RFP), ~~an RFP shall be publicized by electronic means (and, if legally necessary, by advertisement in print media); and a specification document (including any applicable criteria for quantitative scoring or rating of any and all evaluation of applicant proposals)~~ shall be made available to any person or entity which the City determines would be a qualified applicant. ~~Upon the selection of the applicant that receives the highest score or rating for its proposal, and which demonstrates its ability to meet any required conditions, the process shall then proceed as described in paragraph (ii) above, as though the prevailing RFP were a prevailing bidder at auction.~~ Acceptance or rejection of

responses to a Request for Proposal shall be in the sole discretion of the City Council. If a responsive proposal is accepted by the Council, the development process will proceed as follows:

- (i) ENA Stage. Once the City selects a Developer, it and the Developer will then execute an Exclusive Negotiating Agreement (ENA).
- (ii) DDA Stage. Once the ENA has been negotiated and approved by the Council, a Disposition and Development Agreement (DDA) will be negotiated between the parties and presented to the Council for approval. All legal rights and obligations between the selected Developer(s), if any, and the City will come into existence only when a DDA is fully executed by the parties and then approved by the Council. The legal rights and obligations of each party shall be only those rights and obligations which are set forth in the DDA and any other documents specifically referred to in that DDA and executed by the parties.
- (iii) Construction Stage. Once all the DDA conditions precedent to property transfer have been met, the City will transfer the site to the Developer, and construction will begin within a short time thereafter, as mutually agreed upon by the City and the Developer.

- (d) Disposition by Negotiated Sale or Sale through a Real Estate Broker. Where property is sold by negotiated sale or through a real estate broker, the purchaser shall deposit earnest money into escrow in an amount equal to ten percent (10%) of the purchase price within three (3) business days of execution of a purchase and sale agreement for the purchase of the Subject Property. Payment of the remaining balance of the purchase price

shall be made within thirty (30) days, unless otherwise specified in the purchase and sale agreement. In the event the purchaser is unable to pay the remaining amount within the required time, the earnest money deposit shall become non-refundable and may be retained by the City as liquidated damages.

(e) ~~Listing with a real estate broker.~~

4. Notification of Sale of Surplus Property. Notice of sale of surplus property shall be given in accordance with RCW 39.33.020.~~In the event the subject property is to be disposed of by sealed bid, by RFP or by auction, the following notification procedures shall be followed:~~

(a) ~~A notice of the City's intent to dispose of the subject property shall be conspicuously posted on the property no less than two (2) weeks prior to the date set to commence accepting bids or the date set for the auction.~~

(b) ~~A similar notice shall be posted on the bulletin board at City Hall.~~

(c) ~~Notice shall be published in the City's official website (or, if legally necessary, in the City's newspaper of record) each week for two (2) consecutive weeks preceding acceptance of sealed bids or the public auction. All notices shall include a description of the property, the procedure by which the~~

~~subject property is to be disposed of, any earnest money deposits which must be made (in accordance with Sections 6(c) (i) and (ii)) and the minimum price that will be accepted.~~

5. All requests to purchase City property shall be directed to the Finance Director with a copy to the City Attorney.
6. Form of Conveyance. All conveyances shall be made by quitclaim deed.
7. Closing Costs. ~~All e Closing costs shall be borne 50% by the purchaser and 50% by the seller including, but not limited to, title insurance, recordation costs, and escrow fees shall be allocated as agreed by the parties. , Any brokerage costs will be borne by the seller.~~ Each party shall bear its own brokerage costs, if any.

G. Intergovernmental Transfers. Intergovernmental transfers of real property shall be made in accordance with RCW Chapter 39.33, RCW Section 43.09.210 and/or any other applicable statutes.

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

APPROVED by the Mayor this ____ day of _____, 2015

By: _____
_____, Mayor

ATTEST/AUTHENTICATE:

By: _____
Rosalind D. Lassoff, CMC
City Clerk

FILED WITH THE CITY CLERK:	August 6, 2015
PASSED BY THE CITY COUNCIL:	
RESOLUTION NO.	2015-15

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Suzuki Property Request for Proposals	Date: August 11, 2015
Agenda Item: Staff Intensive	Bill No.: 14-119
Proposed By: Doug Schulze, City Manager	

BUDGET INFORMATION

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

REFERRALS/REVIEW

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

DESCRIPTION/SUMMARY

Action Item:

The City Council is asked to provide direction to the City Manager regarding modification of the Request for Proposals or advertisement.

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 City Council agreed that the Suzuki subcommittee should meet to discuss how to move forward with the Suzuki property.

At the May 19, 2015, City Council was updated on the subcommittee's discussions and the feasibility of using a development consultant to assist the City in determining the most effective way to surplus the property. There was consensus to bring back a Request for Proposals (RFP) to a future meeting for discussion and next steps.

The City Council received a recommendation from the Suzuki Ad Hoc Committee at the June 16, 2015 meeting, to direct the City Manager to prepare an RFP for development of the property rather than hire a development consultant as directed at the May 19, 2015 meeting. A draft RFP is attached for Council consideration.

RECOMMENDED ACTION

Motion: "I move that the City Council direct the City Manager to advertise the Request for Proposals for the Suzuki Property."



August 11, 2015

Request for Proposals for Development of 13.83 acres of City Owned Property

The City of Bainbridge Island is seeking proposals from interested parties for the development of 13.83 acres of City owned property. The Property is located on the Southeast corner of NE New Brooklyn Road and Sportsman Club Road NE (Tax Account # 222502-4-006-2005).

Enclosed is a summary of the development opportunity, inclusive of Developer selection process.

DRAFT

TABLE OF CONTENTS

Development Summary

Development Criteria

- Project Design
- Developer Capabilities
- Agency Assistance
- Selection Process & Timeline
- Proposal Evaluation Criteria
- Waiver

Attachment

Summary of the Development Process

Site Exhibits

A – Aerial Photographs

Development Summary

The City of Bainbridge Island is seeking proposals for the possible development of City owned property of 13.83 acres. The City's goal for the site is a project that is compatible with the surrounding residential uses and will enhance and benefit the neighborhood and community. The property may be sold to the Developer whose proposal best accomplishes these goals.

Location: Total of 13.83 acres parcel east side of Sportsman Club Road NE, south of North Town Woods, south of NE New Brooklyn Road, and north of the Commodore Neighborhood (see attached map). The site is currently undeveloped and wooded. There are no Critical Areas on-site, although the property contains a 0.25 acre artificially reinforced spring-fed pond that is valued by community members. The frontage along NE New Brooklyn Road and Sportsman Club Road NE is not improved with curb, gutter or sidewalk. An asphalt and crushed rock walking trail has been installed along both frontages. A middle school is located approximately one block north of the site.

Land Use: R-2 – Single Family Residential District (City of Bainbridge Island)

Current Use: Vacant parcel

Selection Process:

1. Proposal Submittal
2. Evaluation of Proposals by City Staff
3. Evaluation of Proposals by City Council
4. Community Review & Comment
5. Developer Selection
6. Approval of Exclusive Negotiating Agreement (ENA)

Proposals Due: November 30, 2015 by 4:00 pm to Community Development Director at City Hall, located at 280 Madison Avenue North, Bainbridge Island, WA 98110

City Contact: Kathy Cook, Community Development Director
(206) 780-3758
kcook@bainbridgewa.gov

Development Criteria

The proposed project is located on the southeast corner of the intersection of NE New Brooklyn Road and Sportsman Club Road NE (see attached map). The surrounding area is currently developed residential. The City of Bainbridge Island is offering this site for development to interested parties subject to the following:

Project Design

The City desires to solicit interest regarding ideas for potential development of 13.83 acres of City owned property.

Developer Capabilities

Interested parties must demonstrate the experience, financial capacity and readiness of the Developer and Developer Team to meet the proposed project schedule.

City Assistance

The City proposes to sell the property at fair market value. However, consideration may be given for any additional on/off-site improvements, including the value of public benefits.

Selection Process & Timeline

The City Council is the decision-maker regarding Developer selection. The Council reserves the right to reject any and all proposals. Written proposals will be reviewed and evaluated based on the evaluation criteria outlined in the following section. The City may request additional information, conduct interviews, contact references, investigate previous projects, and take any other information into account in its evaluation of Developer responses.

The goal of this review process is to select a Developer and enter into an Exclusive Negotiating Agreement (ENA). Under the ENA, the selected Developer will be required to prepare more refined conceptual plans as part of the development project and obtain City Council's final approval.

RFP Issued:	September 1, 2015
Proposal Review Period:	90 days
Responses Due:	November 30, 2015 by 4:00 pm to Community Development Director
Developer Selection:	January 2016
Exclusive Negotiating Agreement Approval by City:	February 2016
ENA Period:	180 days

Proposal Evaluation Criteria

In the selection process, emphasis will be placed on: the quality of the design concept, financial capacity and community benefit of the proposal. Submittals will be evaluated based upon the following nine preferred priorities:

Varied Housing Mix: Development plan provides a mix of housing types, including market-rate homes, and ownership and/or rental homes, condominiums or apartments affordable to occupants whose income excludes them from access to market rate housing. While an income range from 50% to 120% of Kitsap Area Median Income (AMI) is often used to characterize those who need access to affordable housing, in the current housing market on Bainbridge Island the percentage of AMI might well be greater. The diversity of housing types in the plan will be important.

Permanent affordability: Utilization of a community land trust or other mechanism to maintain affordability of applicable units.

Green and sustainable construction: Utilizing green building (e.g. LEED or WA Evergreen standards), Low Impact Development Standards and similar tools to achieve long-term durability, energy efficiency, water conservation, and low lifetime costs.

Open space, community gardens, buffers and connectivity: The site plan includes generous open spaces beyond minimums mandated by regulations, permanently protects and preserves pond and wildlife areas, includes mature trees in open space, allows public access to open space, attractively buffers adjacent neighborhood to South, and provides non-motorized trails and access to public transportation.

Easement for Safe Route to Schools: The plan dedicates to City of Bainbridge Island an easement for a safe walking trail along Sportsman Club Road.

Attractively integrates with adjacent neighborhoods and character of island: The ideal plan would produce a development of which all Islanders could be proud.

Price: The purchase price is high compared to other RFP responses.

Qualifications: The applicant has demonstrated experience and excellence in prior development projects, and demonstrates financial capability to raise funds required for the purchase and development of the property.

Priorities Are Not Requirements: While the foregoing priorities will be important considerations in evaluating responses, the City is open to any proposal that meets its economic needs and furthers important values expressed in its Comprehensive Plan.

Submittal Requirements

Each responding Developer must submit one (1) signed original proposal and one (1) electronic copy of the set of information requested below.

1. Organizations Background & Experience
 - a. Describe the Development Team and provide relevant qualifications and project specific experience of the Developer(s). Identify the person with the authority to represent and make legally binding commitments on behalf of the Developer. Identify the contractual relationship among multiple developers, if applicable.
 - b. Identify the key Team members (e.g., architects, engineers, commercial tenants, real estate and marketing representatives, consultants, and contractors).
 - c. Describe the Developer's relevant project experience. Provide examples that demonstrate successful projects related to this proposal.
2. Project Proposal and Schedule
 - a. Provide a narrative of the development and or reuse concept.
 - b. Provide a schedule for the proposed project that addresses all phases of the project including: entitlements, design and construction.
 - c. Provide a preliminary site plan and any conceptual drawings.
 - d. Provide a statement of financial capacity to secure financing.
 - e. The City will possibly require the undergrounding of utilities, installation of curb/gutter/sidewalk, road improvements, the connection of water/sewer and possibly a traffic study pending the proposed type of use. Please provide any comments regarding this requirement.
3. Business Terms
 - a. Provide a description of the proposed business terms and if your project will require any special use permit or waiver of City building, development or parking requirements.

Proposals are to be submitted to the Community Development Director located at 280 Madison Avenue North, Bainbridge Island, WA 98110, on or before September 25, 2015 at 4:00 PM.

Waiver

Each respondent to this RFP agrees that the preparation of all materials for submittal to the City and all presentations are at the respondent's sole cost and expense, and the City of Bainbridge Island shall, under any circumstances, not be responsible for any costs or expenses incurred by a respondent. In addition, each respondent agrees that all documentation and materials submitted with a proposal shall remain the property of the City. Submittals are public records subject to disclosure under the Public Records Act.

Summary of the Development Process

This summary outlines the development process and documentation required for full development and contractual agreements with the City. For the purposes of this proposal, only the “RFP Stage” requirements are being requested at this time.

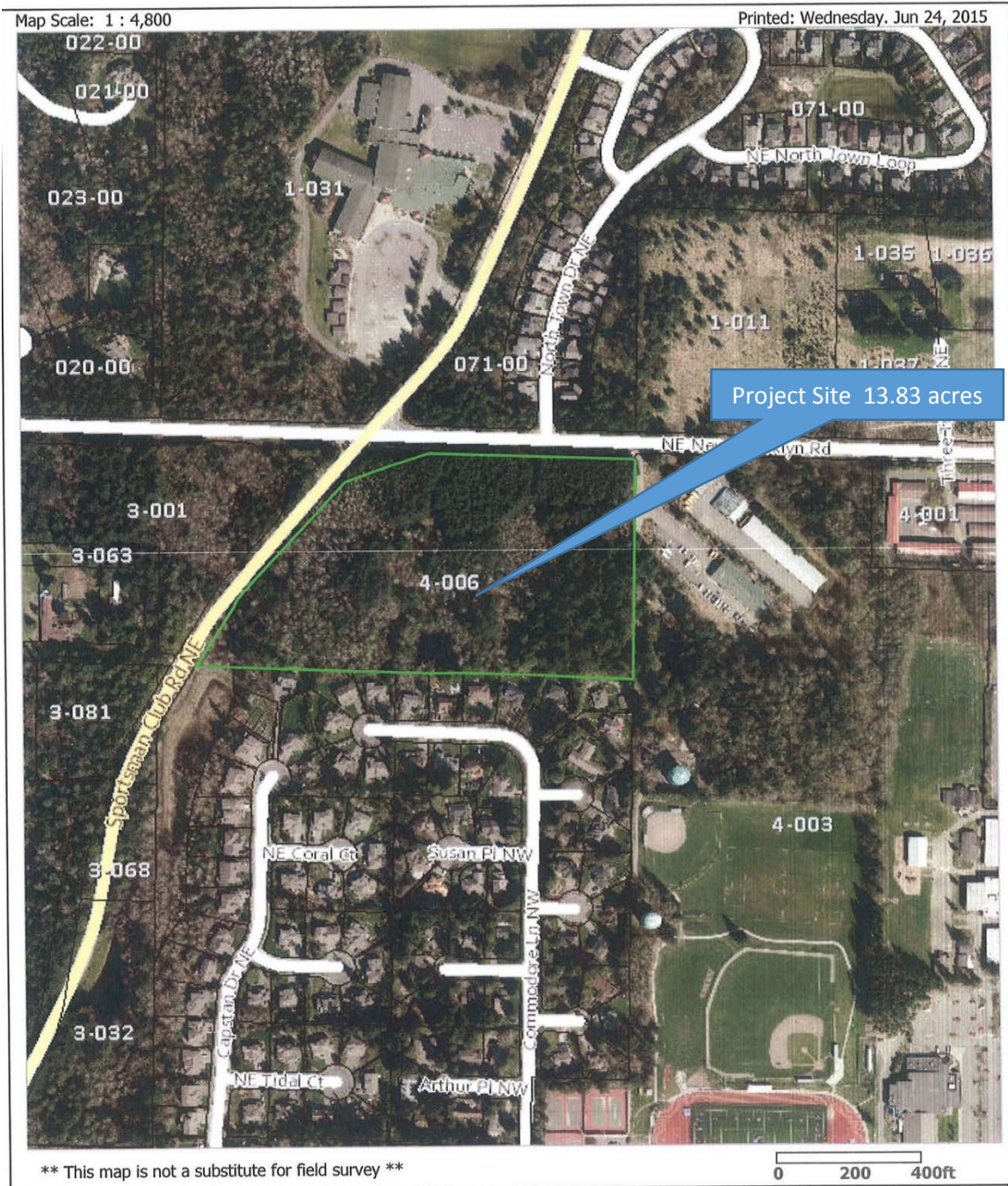
RFP Stage. This Request for Proposals represents the initial step in the development of the Site. Responses to this RFP should demonstrate the Developer’s 1) understanding of City’s goals; and 2) specific expertise and financial capability to undertake the proposed development.

Future Development Requirements

ENA Stage. Once the City selects a Developer, it and the Developer will then execute an Exclusive Negotiating Agreement (ENA).

DDA Stage. Once the ENA has been negotiated and approved by the Council, a Disposition and Development Agreement (DDA) will be negotiated between the parties and presented to the Council for approval. All legal rights and obligations between the selected Developer(s), if any, and the City will come into existence only when a DDA is fully executed by the parties and then approved by the Council. The legal rights and obligations of each party shall be only those rights and obligations which are set forth in the DDA and any other documents specifically referred to in that DDA and executed by the parties.

Construction Stage. Once all the DDA conditions precedent to property transfer have been met, the City will transfer the site to the Developer, and construction will begin within a short time thereafter, as mutually agreed upon by the City and the Developer.



13.83 City owned acreage – property disposition

Assessor parcel number 4-006



CITY OF BAINBRIDGE ISLAND CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Short-Term Vacation Rental Regulations	Date: August 11, 2015
Agenda Item: Staff Intensive	Bill No.: 15-113
Proposed By: City Attorney Lisa Marshall	

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:

None.

Background:

Please refer to attached staff memo.

RECOMMENDED ACTION

Information.



City of Bainbridge Island
EXECUTIVE DEPARTMENT
MEMORANDUM

TO: Members of the City Council
Doug Schulze

FROM: Lisa Marshall, City Attorney

DATE: August 7, 2015

RE: Short Term Rentals (STRs) in the City of Bainbridge Island: Pros and Cons of Additional Regulation

Background & Business Licenses: Over the past few years, websites like Airbnb.com, VRBO.com, homeaway.com, and rentbyowner.com have become popular sites with which property owners may register their residences as short-term rentals (hereafter “STRs”). STRs are rentals for fewer than thirty consecutive days.¹ On June 9, 2015, the City Council received information from staff concerning the process the City has undertaken to determine whether property owners listing properties on STR websites² have obtained business licenses required by the City and Unified Business Identifier (UBI) numbers required by the State. Subsequent to the June 9th 2015 meeting, staff determined that among the 72 property owners listing City of Bainbridge Island properties on STR websites, only 17 have current, valid business licenses.³ On July 31, 2015, the City Attorney mailed letters to property owners not having current business licenses. The letter explained the legal requirements for business licenses and UBI numbers, contained an instructional handout issued by Washington State Department of Revenue, and invited any property owner to contact the City if he or she believes the City’s records regarding the absence of a business license are incorrect. Staff will continue to work with all STR property owners to educate them regarding their legal obligations and to bring them into compliance.

¹ Property rentals for periods thirty days or more are presumed under Washington law to be licenses. RCW 82.04.050(2)(f). Licensees may be entitled to the rights of a tenant under the Residential Landlord Tenant Act. RCW 59.18.

² The websites listed in this memo are arguably the most popular, but other STR websites exist such as roomorama.com; seatosky.com; and tripping.com. The City has not conducted an exhaustive search of every website on which STRs may be listed but has chosen the most popular.

³ Among the 55 properties without current, valid business licenses, 33 property owners have never had business licenses, 15 property owners have current business licenses but the licenses are for activities other than STR activities, and 7 property owners had business licenses that lapsed and were not issued for STR activities.

Regulation of STRs – Pros and Cons

At the June 9th meeting, the City Council directed staff to return with examples of how other cities regulate STRs beyond requiring a business license and a UBI number. Cities that regulate STRs typically do so by in one of two ways (1) adoption of STR regulations within a single chapter of the municipal code; or (2) regulate within the zoning code the locations where STRs are allowed and impose additional use regulations within the zoning code. Typical use regulations include requirements that the STR be owner occupied, parking regulations, conditions regarding the maximum length of a guest's stay, and regulations regarding a property manager when the property owner is absent. The table below contains examples:

City	Owner Occupied?	Licenses/Permits and Fees	Other Regulations
Bellevue	Yes	Business License (\$19) Home Occupation Permit (\$87)	One off street parking stall for each room
Long Beach	Property Mgr required if no owner on site	Business license (\$125)	Principal and accessory residences must be rented as single unit
Mercer Island	Yes <u>and</u> rental must be owner's primary residence	CUP (\$30)	One off street parking stall for each room
Poulsbo	No	Business license (\$65)	ADUs cannot be used as STRs; one parking stall per unit
Roslyn	No	Business license (\$50)	Business license has dedicated section for STRs; STR certificate of code of compliance; annual safety inspection; documentation of insurance and payment of taxes
Westport	Property Mgr must be within 50 miles	STR license (\$50)	Number of vehicles may not exceed number of parking stalls on site
San Juan County	Yes	STR Permit (\$fee unknown)	Rental application packet contains required conditions of approval

The table, above, is not exhaustive. Many Washington cities regulate STRs. The regulations shown above are offered to illustrate commonalities among cities' STR regulations.

The rationale for adoption of STR regulations (in addition to the requirement that owners obtain local and state licenses and remit taxes) is varied: one rationale is to exert control over noise, parking and traffic.⁴ However, in San Juan County the rationale includes the desire to regulate the local housing economy:

“It is relatively easy for visitors to the Island to find a place to stay; it's almost impossible for summer employees or year-round residents, whose landlords seasonally switch rentals to transient rentals, to find a place to live. ... Prices of \$750 a night plus cleaning fees aren't unusual. Landlords can make more money by renting out their properties as seasonal transient rentals than as a year-round rental. ... Of the 618 vacation rental permits in the county, 53% belong to people who don't live in the county.”

San Juan Islander, “*Places to stay; no place to live,*” by Sharon Kivisto, May 20, 2015.

⁴ Monterey County Now, “*Land Lords:As the county struggles to address the issue of short-term vacation rentals, proponents organize while opponents worry about the fabric of their communities*” by David Schmalz, March 13, 2014.

Among the 72 STRs in the City of Bainbridge Island, prices for one overnight stay may reach nearly \$500; staff is unaware of the percentage of the 72 STRs that are not owner-occupied versus owner-occupied. Staff is aware of some complaints of noise and parking impacts resulting from STRs within the City. However, these complaints are few and can be addressed without additional regulation of STRs. For example, noise complaints may be addressed by law enforcement intervention; parking impacts may be facilitated by similar attempts at mediation. The requirement that STRs obtain and maintain valid business licenses and pay taxes is in alignment with the City's policy to require business licenses of all in-home businesses. If a problem is brought to our attention concerning an in-home business, the City needs to know how to contact the business owner. Additionally, requiring a business license of STRs is equitable and fair to the hotel owners and inn keepers within the City which obtain and maintain valid business licenses and pay their taxes.

Finally, enforcement is a consideration when determining whether to impose additional regulations on STRs. To more strictly regulate STRs compels the conclusion that the City would also enforce violations. The City is without the resources necessary to enforce violations of STR regulations on a uniform and consistent basis.

Staff will continue to keep the City Council informed of our progress toward bringing STRs within the City into compliance with existing local and state laws and regulations.

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Public Safety Facility Pro and Con Committee Appointments	Date: August 11, 2015
Agenda Item: Staff Intensive	Bill No.: 14-008
Proposed By: Doug Schulze, City Manager	Referral(s):

BUDGET INFORMATION

Department: Executive	Fund:	Munis Contract #
Expenditure Req: none	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 appointments of _____ to the Public Safety Facility Pro Committee and _____ to the Public Safety Facility Con Committee.

Background:

In July, a call for participation was issued for volunteers to serve on committee to draft language that is either for or against the upcoming ballot initiative to fund the public safety facility. The language that is drafted will be included in the Voter's Guide prepared by the Kitsap County Auditor.

Up to six individuals, a maximum of three per committee, will serve on either a committee in favor or against the ballot initiative. The committee will be tasked with draft a 250 word/5 paragraph statement arguing either the pros or cons of voting to pass the initiative.

The City Manager reviewed ten applications and is recommending six individuals be appointed. Applications are attached for information.

RECOMMENDED ACTION

Motion:

I move that the City Council confirm the appointments of _____ to the Public Safety Facility Pro Committee and _____ to the Public Safety Facility Con Committee.

Roz Lassoﬀ

From: noreply@civicplus.com
Sent: Wednesday, August 05, 2015 2:06 PM
To: Roz Lassoﬀ
Subject: Online Form Submittal: Citizen Advisory Group Application

Citizen Advisory Group Application

Step 1

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

Applicant Name	Jane Allan
Email	[REDACTED]
[REDACTED]	[REDACTED]
Address	[REDACTED]
City	BI
State	WA
Zip	98110
Current Employer	Retired
Current Position	Retired
I am interested in serving on one of the following advisory groups (select all that apply):	Con Committee - Public Safety Ballot Proposition
Experience & Qualifications	
Have you served on any city advisory groups in the past?	Yes
If so, please indicate which groups:	Non Motorized Transportation Committee Provided Assistance and Oversight to a number of committees as part of first BI Comp. Plan process. See resume.
Please share your qualifications for this	I was the senior planner at BI overseeing the drafting of the first comprehensive plan under the Growth Management Act and

appointment (skills, activities, training, education) if any:

the appeal of the Comp. Plan. I got a broad view of all of the city's functions. I also interacted with many BI citizens: working with the various committees: Comp Plan advisory Committee, Land Use, Public Works, Housing, Environment, etc. and overseeing numerous public meetings. I also was the Director of the Senior Community Center on B.I. and worked with the City related to remodeled of the building and with a variety of other matters. In my earlier work with the Maryland National Park and Planning Commission, I helped the planning and zoning staff and the Planning Commission.

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

Since I retired, I have given myself a break for a few years to developed other parts of myself . I volunteer with IVC, with Mary's Place (for homeless women and children) in Seattle.

Feel free to attach your resume (optional):



Type the Year

2015

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Jane E. Allan

Bainbridge Island, Washington 98110

Phone [REDACTED] • Email jallan49@bainbridge.net

CURRENT WORK EXPERIENCE

Bainbridge Island Senior Community Center (BISCC)

Assistant Director, Part-Time: February, 1999 – present.

- ◆ Supervise daily operation of Senior Center on part-time basis; assist in organizing Center programs.
- ◆ Work with the Director to create an environment that fosters senior involvement in the management of the Center.
- ◆ Help create and facilitate meetings of various committees; draft policies and programs to implement the committee work.
- ◆ Maintain database and generate reports as needed; coordinate preparation and mailing of newsletter.

PLANNING EXPERIENCE

City of Bainbridge Island, Department of Planning and Community Development

Senior Planner, Long Range Planning Section: September 1995 - July 1998

Associate Planner: March 1991 - September 1995

- ◆ Responsible for the development of the City's Comprehensive Plan, several neighborhood plans, the downtown master plan and numerous implementing regulations. Hired and supervised a variety of consultants. Worked with citizen advisory groups, Planning Commission, City Council, a variety of citizen advisory groups, staff and the public to develop plans and regulations that reflected the consensus of the community and met the legal requirements.
- ◆ Responsible for developing a variety of public participation strategies: surveys, focus groups, town meetings, neighborhood workshops.
- ◆ Demonstrated strong and effective oral and written communication skills. Made extensive presentations to City Council, Planning Commission, community workshops and civic groups. Prepared numerous reports, brochures, newsletters and written materials to help the decisionmakers and the public understand complex issues.
- ◆ Supervised a staff of six comprising the long planning section. Worked with each staff person to develop a workplan that was realistic, resolve conflicts and address workload issues.
- ◆ Established an overall workplan for the Planning Department to coordinate the review and/or approval of the Planning Commission and City Council of a variety of community plans and regulations.

LEGAL EXPERIENCE

Venerable, Baetjer & Howard (formerly Titus & Glasgow),
One Church Street, Rockville, MD, January, 1988 to July 1990

- ◆ Represented clients at both administrative and legislative proceedings in a variety of land use matters (e.g., zoning issues, comprehensive plan amendments).
- ◆ Provided legal advice to several municipalities on a variety of legal issues, including questions on the legal relationship of a municipality to county and state government.
- ◆ Advised the Montgomery County Board of Education on education related matters, including questions of conflict of interest and interpretation of recent legislation. Co-conducted a workshop for special education hearing examiners on procedural issues.
- ◆ Handled general litigation on commercial, landlord-tenant, real estate and corporate matters.

Maryland-National Capital Park and Planning Commission,
8787 Georgia Avenue, Silver Spring, Maryland
Managing Attorney for the Montgomery County Office, Fall, 1985 - December 1987
Associate Attorney for the Montgomery County Office, April 1984 - Fall, 1985

- ◆ Supervised and directed junior associates and clerical staff.
- ◆ Provided legal advice to the Planning Commission and the staff, both on a day-to-day basis and at the Commission's weekly public meetings.
- ◆ Drafted formal written opinions for the Planning Board and reviewed proposed comments on legislation.
- ◆ Responsible for litigation at both the trial court and appellate levels.
- ◆ Prepared and reviewed various legal documents, including deeds, leases, contracts and documents required during the development process.

Private Practice, Established in 1982

- ◆ Represented children in Juvenile Court proceedings; conducted real estate settlements, provided legal advice on a variety of legal issues.

Subcommittee on Rules, U.S. House of Representatives, 1979 - 1982

Staff Attorney, 1980 - 1982
Legal Research Assistant, 1979-1980

- ◆ Researched, edited and drafted portions of Subcommittee Reports.
- ◆ Provided legal and policy research on matters before the Subcommittee.
- ◆ Monitored legislative activities of Senate and House Committees.

Education

George Mason University School of Law, Arlington, Virginia. Juris Doctor
Graduated in top 15% of class.

University of Massachusetts, Amherst, Massachusetts, B.A., Psychology; Certified Teacher in Social Studies

Training, Professional Activities and Volunteer Work

Meditation and large group facilitation training,
Thurston County Dispute Resolution Center

Hospice of Kitsap County

Roz Lassoff

From: noreply@civicplus.com
Sent: Wednesday, August 05, 2015 9:16 AM
To: Roz Lassoff
Subject: Online Form Submittal: Citizen Advisory Group Application

Citizen Advisory Group Application

Step 1

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

Applicant Name	John Muenster
Email	
Phone	
Address	
City	Bainbridge Island
State	WA
Zip	98110
Current Employer	self
Current Position	lawyer
I am interested in serving on one of the following advisory groups (select all that apply):	Con Committee - Public Safety Ballot Proposition
Experience & Qualifications	
Have you served on any city advisory groups in the past?	No
If so, please indicate which groups:	<i>Field not completed.</i>
Please share your qualifications for this appointment (skills,	B.A. Yale University, 1971 J.D. Harvard Law School, 1975; Bainbridge resident since 1982; Representing victims of police

activities, training, education) if any:	misconduct, including wrongful death cases, since approximately 1987.
Please share your community interests (groups, committees, organizations) if any:	Past Co- Chair, Washington Supreme Court WPI subcommittee on jury instructions for civil rights cases; Past Trustee, Hyla Middle School Board of Trustees Past Trustee, Voyager Montessori Elementary School Board of Trustees; Past Nation Chief, YMCA/Bainbridge Island Indian Guides
Feel free to attach your resume (optional):	<i>Field not completed.</i>
Type the Year	2015

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Roz Lassoﬀ

From: noreply@civicplus.com
Sent: Friday, July 24, 2015 3:19 PM
To: Roz Lassoﬀ
Subject: Online Form Submittal: Citizen Advisory Group Application

Citizen Advisory Group Application

Step 1

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

Applicant Name	Varon B. Mullis
Email	[REDACTED]
Phone	[REDACTED]
Address	[REDACTED]
City	Bainbridge Island
State	WA
Zip	98110
Current Employer	Retired
Current Position	Citizen

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

Pro Committee - Public Safety Facility Ballot Proposition

Experience & Qualifications

Have you served on any city advisory groups in the past?	Yes
If so, please indicate which groups:	Police oversight exploration committee
Please share your qualifications for this appointment (skills,	Lieutenant Colonel, U.S. Army, Retired (twenty-two years active federal service); Bachelor of Science Business Management, Master of Science Telecommunications

activities, training, education) if any:	Operations; sole Proprietor of Old Mill MicroComputing for twenty-two years (retired).
Please share your community interests (groups, committees, organizations) if any:	Police Volunteer
Feel free to attach your resume (optional):	<i>Field not completed.</i>
Type the Year	2015

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Roz Lassoﬀ

From: noreply@civicplus.com
Sent: Saturday, July 25, 2015 6:55 PM
To: Roz Lassoﬀ
Subject: Online Form Submittal: Citizen Advisory Group Application

Citizen Advisory Group Application

Step 1

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

Applicant Name	Barry Peters
Email	[REDACTED]
Phone	[REDACTED]
Address	[REDACTED]
City	Bainbridge Island
State	WA
Zip	98110
Current Employer	Not employed. Serve as volunteer program manager, Sustainable Bainbridge
Current Position	Manager, Bainbridge Community Broadcasting
I am interested in serving on one of the following advisory groups (select all that apply):	Pro Committee - Public Safety Facility Ballot Proposition
Experience & Qualifications	
Have you served on any city advisory groups in the past?	Yes
If so, please indicate which groups:	Ad hoc task group for City video services, 2014. Utility Advisory Committee (ex officio member, 2009-11). Citizen Planning Committee for Gateway Zone (2006).

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

Writing skills gained as a professional attorney and business consultant, 1982-2007. Knowledge of City needs, gained as an elected City Council member, 2008-11. Knowledge of voters guide requirements as a candidate for elected office, 2007 and 2011. Knowledge of state disclosure laws, gained as an officer of a political committee, Quality Bainbridge, 2013 to date. Knowledge of police and safety needs, gained as an attendee and graduate of Citizens Police Academy, 2011. Trained as a dispute resolution mediator, 2011-13, and served as a volunteer community mediator, 2012-13.

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

Interest in building community through community radio (BCB), and manage a radio project with more than 20 adult and high school volunteers. Working to achieve improved emergency preparedness through planning to provide a City-wide emergency AM radio station. Member of an ad hoc City committee to improve communications media for citizens, such as improved video and TV equipment in City Hall. Co-founder of Sustainable Bainbridge, 2006, and board member 2006-08. Supporter of community nonprofits through a donor advised fund at Bainbridge Community Foundation. Board member and officer of a local Bainbridge Island church, 2012-14. President of Vineyard Lane Owners Association (2015) and Treasurer of Madrona Commons Association (2015).

Feel free to attach your resume (optional):



Type the Year

2015

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BARRY PETERS



PROFESSIONAL CAREER:

- 2008 Elected Member, CITY COUNCIL, CITY OF BAINBRIDGE ISLAND
to 2011 2009: *Chair, Finance & Personnel Committee; 2008-11 Liaison to Chamber of Commerce*
2010-11: *Liaison to Kitsap Economic Development Alliance, and COBI Harbor Commission*
- 2001 MERCER HUMAN RESOURCE CONSULTING Seattle
to 2007 *Business Consultant & Principal: Specializing in human resources, employee benefits and compensation, and in governance and compliance when investing other people's money*
- 1986 VERIZON COMMUNICATIONS Corporate Headquarters
to 2001 *Senior Attorney, then Assistant General Counsel – Employee Benefits and Compensation*
- 1982 MORGAN, LEWIS & BOCKIUS Philadelphia, Pennsylvania
to 1986 *Attorney: Specializing in business and finance law, human resources, benefits and executive compensation*

COMMUNITY SERVICE AND OTHER EXPERIENCE:

- '13 to date Manager, BAINBRIDGE COMMUNITY BROADCASTING (*A Sustainable Bainbridge internet radio station with adult and high school volunteers promoting local nonprofits, businesses, government.*)
- 2011-14 KITSAP DISPUTE RESOLUTION CENTER (*Volunteer mediator; special interest and training in Foreclosure Mediation.*)
- 2012-15 PREPARED NEIGHBORHOODS (*Unpaid volunteer developing a database and mapping system to enable neighbors to be prepared for an emergency; partnering with COBI, BI Fire Department and Kitsap Department of Emergency Management on a proposal for AM emergency radio.*)
- 2006 SUSTAINABLE BAINBRIDGE – Co-founder (2006), Board Member (2007-08), President (2007);
to 2008 *leading role in organizational development; Green Building Committee; partnering with local business.*
- '05 to date CEDARS UU CHURCH – Lay leader; Board of Directors (2012-14); Vice-President (2013-14)
- 1996-2000 DEVELOPER/PROGRAMMER OF POLITICAL CAMPAIGN DATABASES: *For tracking funding and volunteers for campaigns for federal candidates for Congress.*
- 1975-79 COMMUNITY ACTION BOARD – *Director of Food and Nutrition Programs; author of 10 successful grant-funding proposals for anti-poverty agency; program manager; founder of nonprofit food co-op business.*
- 1974-75 Reporter, KING OF PRUSSIA COURIER – *a weekly community newspaper.*
- 1970-74 Administrative Faculty: INSTITUTE OF DEVELOPMENT STUDIES, UNIV. OF SUSSEX, ENGLAND.

EDUCATION:

- PRINCETON UNIVERSITY (*BA, Public and International Affairs*)
- TEMPLE UNIVERSITY (*five MBA business courses in evening non-degree program, 1976-77*)
- LAW SCHOOL: UNIVERSITY OF PENNSYLVANIA (*Law Review, Honors Graduate, JD 1982*)

PERSONAL DETAILS:

Contact: [REDACTED]

Home: [REDACTED] Bainbridge Island, Kitsap County
Spouse: Oifan “Channie” Peters

Roz Lassoﬀ

From: noreply@civicplus.com
Sent: Sunday, August 02, 2015 8:43 PM
To: Roz Lassoﬀ
Subject: Online Form Submittal: Citizen Advisory Group Application

Citizen Advisory Group Application

Step 1

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

Applicant Name	Paul Privateer
Email	[REDACTED]
Phone	[REDACTED]
Address	[REDACTED]
City	Bainbridge Island
State	WA
Zip	98110
Current Employer	STS Interfaces.com
Current Position	Founder, CEO
I am interested in serving on one of the following advisory groups (select all that apply):	Planning Commission, Pro Committee - Public Safety Facility Ballot Proposition
Experience & Qualifications	
Have you served on any city advisory groups in the past?	Yes
If so, please indicate which groups:	Human Rights Committee, Georgia Historically Black Colleges and Universities, Washington DC Technology Applications Advisory Committee, NEH, Washington DC
Please share your qualifications for this	please see https://en.wikipedia.org/wiki/Paul_Privateer

appointment (skills,
activities, training,
education) if any:

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

Field not completed.

Feel free to attach your
resume (optional):

Field not completed.

Type the Year

2015

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Paul Privateer

Paul Michael Privateer is an American postmodern cultural and technology philosopher. Presently he is the founder and CEO of STS Interfaces, a Seattle based LLC that develops new interfaces and information management tools for users wanting greater personal and customized control over the Internet as well as intelligent web-based products and services. He is also serving as the National Director of Cupss.org--Citizens United in Preventing School Shootings.

Privateer's past work focuses on the ideological nature of identity, social constructions and ideological uses of human intelligence, and how information technology and digitalization impacts human consciousness and global culture. His current work is focused on the nature of interfaces as a cultural and technological construct, especially the ideological values inherent in interface designs and user engagement.

His interest in data sciences is at the center of his national initiative to apply data analytics, probability models, pattern recognition and psychological informatics to reducing school shootings.

1 Early life and education

Privateer was born in NY to a second generation Italian-French family who moved to Los Angeles in the 1960s. He served as a SAC missile telemetry system and reconnaissance specialist in the U.S. Air Force, received his B.A. and M.A. from California State University Stanislaus, and obtained a Ph.D. in Postmodernism from the University of California, Davis. His dissertation was completed with a Fulbright grant at the Université de Genève, studying under Jacques Derrida, Jean Starobinski, and Michel Butor

2 Career

Privateer has taught at San Jose State University, the University of Southern Mississippi, the Georgia Institute of Technology, and Arizona State University where he was tenured in both the Consortium for Science Policy and Outcomes and the Film and Media Program. During his tenure Privateer served as a Visiting Professor at the Massachusetts Institute of Technology and as an Apple Fellow. During graduate school Privateer worked as an NBC reporter and producer.

Privateer created The Privateer Group™, a strategic and knowledge management consulting corporation from 1995 to 2002. Clients included Dun and Bradstreet, IBM, Intel, Probusiness, Sun Microsystems, Accenture, Spheerion, and Unisys.

3 Current Work

Privateer is exploring how historical, technological, economic and social information behaviors create systems of power and class structures. The history of information reveals the dominance of the monolith, ritualized spaces for the centralized collecting and distribution of authoritative information, evident in contemporary society in the powerful space accorded the "screen" as a nexus point for computer, film, narrative and television content creation and distribution. He argues that the monolith tradition is becoming more and more in conflict with demands for greater capitalization of information given these forces: advances in the semantic Web; a new generation of social media technologies enhancing social networks, community development and entrepreneurial potential; significant demands for new marketplaces driven by individuals seeking profit from their own generated content; increases in specialized skills and knowledge requiring new open and more accessible marketplaces; corporations, businesses, and organizations discovering the value of social media but lacking the tools and strategies for enterprise wide integration; and the growth of digital capital and demands for more digital marketplaces.

As information becomes more abundant, significant increases in digital capital will create more economic opportunities and social networks. This trend will cause greater conflict with the monolith tradition, tensions already evident globally with web information censorship issues between providers and countries or national security operations. In essence the forces of economic expansion will grow in conflict, challenging traditional cultural centers of authority. The demand for information and its monetization will cause significant changes and threats to pre-internet age institutions.

Privateer advocates for the expansion of web-based populist economic sectors or multiple social capitalisms, as a countermeasure to monopolistic transnational companies, that will revive the middle class and help promote economic justice. His focus on social capital revives the spirit of community that drove early web innovators—Douglas Engelbart, Stewart Brand, researchers at PARC,

Well.com, the **Institute of Noetic Sciences**, the young idealists at Apple, **Jaron Lanier** and other 60s influenced techies—those who envisioned the Internet as means to achieve a transcendent society, rather than as a predominantly military or corporate.com technology or corporations who have appropriated social media without paying users for their generated content.

4 In the media

- **New York Times**, September 6, 2006, When Film School Isn't Enough, the EnterTech Age Dawns

Sharon Waxman. www.nytimes.com/2006/09/06/movies/06tech.html?ex=1158120000&en=40375d711533cefe&ei=5070&emc=eta1

- BBC 4, February 8, 2007, Thinking Allowed Program, re: Inventing Intelligence (Blackwell, 2006). http://www.bbc.co.uk/radio4/factual/thinkingallowed/thinkingallowed_20060208.shtml
- NPR, "Revolutions In Learning," aired January and March 1997.
- CNN, ABC, New York Times, **The Chronicle of Higher Education**, and Apple Imagine series related to

Odyssey Project, 1994–1997

5 Awards and honors

- Fulbright Grant, 1984.
- NEH Advisory Fellow, 2005.
- UC Cyberinfrastructure Institute Participant, July 2006.
- Professor of the Year Award, Arizona State University, 2007.

6 Publications

- Privateer, Paul Michael. *Educating the Future: New Century Schools, Social Capital And The Age of New Economies* (forthcoming, 2014).
- Privateer, Paul Michael. *Inventing Intelligence: A Social History of Smart*. London: Blackwell, January 2007.
- Privateer, Paul Michael. *Romantic Voices: Identity and Ideology in British Literature, 1789–1850*. Athens: University of Georgia Press, 1992.

- Privateer, Paul Michael. "Digitizing the Universe: The New Alphabet and the Global Battle for Human Nature," *International Journal on Technology, Knowledge and Society*, 2007, Volume 3, 14-20.
- Privateer, Paul Michael. "Postmodernism and Replication Technologies: A Theory into the Mechanics of Culture." *International Journal on Technology, Knowledge and Society*, 2006, 71-75.
- Privateer, Paul Michael. "Circuits, Simulations, and Viruses: A Case Study of Media Brandscapes." *Applied Semiotics*, 15, May 2005, 1-10.
- Privateer, Paul Michael. "Transdisciplinary Programs and The Future of Higher Education." *Transdisciplinary Journal of Emergence*, Issue 2 – No. 2 (Fall 2004) 61-70.
- Privateer, Paul Michael. "Academic Technology and The Future of Higher Education." **Journal of Higher Education**, January–February, 1999, 70 (1), 60-79.

7 References

8 Text and image sources, contributors, and licenses

8.1 Text

- **Paul Privateer** *Source:* https://en.wikipedia.org/wiki/Paul_Privateer?oldid=642973121 *Contributors:* Racklever, Gregbard, Hebrides, FrescoBot, Comatmebro, Everymorning, MrScorch6200, MeredithPoppi Allen and Anonymous: 7

8.2 Images

8.3 Content license

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Roz Lassoff

From: noreply@civicplus.com
Sent: Sunday, July 26, 2015 11:09 AM
To: Roz Lassoff
Subject: Online Form Submittal: Citizen Advisory Group Application

Citizen Advisory Group Application

Step 1

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

Applicant Name	Doug Rauh
Email	[REDACTED]
Phone	[REDACTED]
Address	[REDACTED]
City	Bainbridge Island
State	WA
Zip	98110
Current Employer	retired
Current Position	n/a

I am interested in serving on one of the following advisory groups (select all that apply):	Con Committee - Public Safety Ballot Proposition
---	--

Experience & Qualifications

Have you served on any city advisory groups in the past?	Yes
If so, please indicate which groups:	transportation
Please share your qualifications for this appointment (skills,	Long time resident of Bainbridge Island with special interest in transportation and business. BS in Accounting. Data Processing Manager for over 25 years.

activities, training,
education) if any:

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

Interested in providing the best value for a new police and court facility for Bainbridge Island taxpayers. Served on the 1998 SR-305 Corridor Study. Member of the Bainbridge Island Chamber of Commerce. Member of the West Sound Technology Association.

Feel free to attach your
resume (optional):

Field not completed.

Type the Year

2015

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

Roz Lassoff

From: noreply@civicplus.com
Sent: Sunday, August 02, 2015 6:18 PM
To: Roz Lassoff
Subject: Online Form Submittal: Citizen Advisory Group Application

Citizen Advisory Group Application

Step 1

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

Applicant Name	Gerald Stevenson
Email	[REDACTED]
Phone	[REDACTED]
Address	[REDACTED]
City	Bainbridge Island
State	WA
Zip	98110
Current Employer	RETIRED- IBM
Current Position	RETIRED
I am interested in serving on one of the following advisory groups (select all that apply):	Con Committee - Public Safety Ballot Proposition
Experience & Qualifications	
Have you served on any city advisory groups in the past?	No
If so, please indicate which groups:	n/a
Please share your qualifications for this appointment (skills,	STRATEGIC PLANNER, PROJECT MANAGER, CONSULTANT, LARGE SCALE FINANCIAL MANAGEMENT, BUILDING CONSTRUCTION EXECUTIVE. M. SC.

activities, training,
education) if any:

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

SECRETARY, MOUNTAINBROOK VILLAGE HOMEOWNERS
FOUNDING MEMBER, FRIENDS OF ROLLING BAY

Feel free to attach your
resume (optional):

[REDACTED]

Type the Year

2015

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

GERALD STEVENSON

Bainbridge Island, WA 98110

PROFESSIONAL SUMMARY

Since his retirement, Jerry has focused on serving his Community. He is the Secretary of the MountainBrook Village Home Owner's Association and is a founding member of the neighborhood association Friends of Rolling Bay. Jerry is an active writer and regularly contributes to newsletters and newspapers.

He is a global IT operations manager with proven business results. He has strong leadership and consulting skills with a solid record of leveraging new technologies; reducing costs; improving business processes; and developing high performance teams. His experience includes business and technical leadership in complex international mergers, acquisitions and new outsourced accounts. He has designed and implemented integrated infrastructure services in the Financial, Insurance, Retail, Consumer Products, Manufacturing, Service Bureau and Common Carrier sectors. **Rated #1 IBM performer in 2002 and 2004.**

PROFESSIONAL EXPERIENCE

MOUNTAINBROOK VILLAGE, Homeowner's Association **Secretary**

2015 -

Director of this 1600 home Community. Responsible to manage the \$2 Million budget and provide business and operational leadership to ensure quality amenities and facilities keep pace with the needs of the home owners.

FRIENDS OF ROLLING BAY **Founding Member**

2012 - Present

This Association focuses on meeting the residential needs to improve Community Spirit, upgrade Common Space and partner with business and Government to enhance our neighborhood infrastructure.

EXECUTIVE CONSULTANT

2009 - Present

Provide financial and business development recommendations to mid-size business clients in the manufacturing and retail sectors. This includes acquisitions, mergers and partnership strategies for profitable expansion.

IBM GLOBAL SERVICES

Project Executive, AT&T

2008 – 2009

- This outsourced support for AT&T's 500 locations transformed the business units (Cingular, Bell South and heritage AT&T) maintenance into a unified national service delivery model with stringent metrics.
- In addition to standard hardware break/fix this includes proactive preventive maintenance, software support and warranty coordination for all devices.
- **Proven business benefits in the program resulted in base revenue growth of 17% in 2009.**

Delivery Project Executive, Gap, Inc

2006 – 2008

- Responsible for the largest outsourced towers on the Gap account including a 300 person domestic team and 170 person international support team in Brazil; Canada, Argentina and India.
- This is a full scope \$140 MM annual International contract which includes 2800 store locations and 7 Distribution Centers. Transformation included: distributed server consolidation; mainframe upgrade; Teradata and messaging upgrades. Achieved annual cost savings on \$6 MM.

IBM GLOBAL SERVICES (Continued)**Delivery Project Executive, ING**

2005 – 2006

- Promoted to manage the SSO and NS towers on the outsourced ING account.
- **Met a cost reduction (\$5MM) annual target by mid-year 2006.**
- Improved the service delivery SLA results and moved 25% of the server support to Argentina.

Executive Program Manager, Washington Mutual Bank (now JPMorgan Chase)

2002 – 2004

- Responsible for the \$180 MM network outsourcing contract for Washington Mutual Bank.
- The agreement covered 2500 locations and included all Telecommunications network and management services for the Bank.
- Led the cross-tower program to improve operations across the account (desktop, server, LAN) with focus on overall SLA performance.

Project Executive, Target Corporation

2000 – 2002

- Manage the mainframe-outsourcing contract for Target Corporation. This 5-year agreement provides data processing services for 20,000 staff and 1400 retail and department stores.
- Significantly improved service levels to meet customer growth plans. Deployed new technology and standardized infrastructure to reduce operating costs.
- **Managed the migration of two large-scale data centers into a mega-center. Received Team Award from Industry General Manager.**
- **Effectively used CVRM techniques to solidify the relationship and obtained a 10/10 customer satisfaction rating.**

Network Principal, IBM Global Services

1999 – 2000

- Responsible for expanding network consulting and service revenues across six State sales territory.
- Developed account plans and segmentation strategies to maximize cross-selling services with other team members for Financial, Commercial, Government and Education accounts.
- **Won many successful project and sales engagements (Supervalu, 3M, South Dakota State, Mutual of Omaha, M&I Bank, US Bank) to drive new revenue**
- Made significant contributions to the new strategic marketing plan for the Cisco/IBM alliance

Director, Global Networks, DIAGEO – (Pillsbury, Burger King, Guinness, United Distillers)

1997 – 1999

- **Implemented the integration plan of the diverse systems and networks with the Diageo merger.**
- The scope included six large scale processing centers, 450 data and voice network locations, 25 web hosting sites, 75 video conferencing centers and a consolidated e-mail network with 35,000 subscribers.

EDUCATION

MSc, Physics, Concordia University, Montreal

MANAGEMENT COURSES

Executive Program Management, 2008
International Financial Management, 2008
Advanced Project Management, 2004
Complex Project Leadership, 2002
Project Executive Fundamentals, 2001
Signature Selling, 1999

Roz Lassoff

From: noreply@civicplus.com
Sent: Thursday, July 30, 2015 12:05 AM
To: Roz Lassoff
Subject: Online Form Submittal: Citizen Advisory Group Application

Citizen Advisory Group Application

Step 1

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

Applicant Name	Leif Utne
Email	[REDACTED]
Phone	[REDACTED]
Address	[REDACTED]
City	Bainbridge Island
State	WA
Zip	98110
Current Employer	Warecorp
Current Position	VP of Business Development
I am interested in serving on one of the following advisory groups (select all that apply):	Con Committee - Public Safety Ballot Proposition
Experience & Qualifications	
Have you served on any city advisory groups in the past?	No
If so, please indicate which groups:	<i>Field not completed.</i>
Please share your qualifications for this appointment (skills,	Concerned citizen. Resident of downtown Winslow. Longtime journalist, entrepreneur and community activist.

activities, training,
education) if any:

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

Living Bainbridge, Sustainable Bainbridge, Winslow
Cohousing, Paundy

Feel free to attach your
resume (optional):

Field not completed.

Type the Year

2015

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Roz Lassoﬀ

From: noreply@civicplus.com
Sent: Friday, July 24, 2015 3:10 PM
To: Roz Lassoﬀ
Subject: Online Form Submittal: Citizen Advisory Group Application

Citizen Advisory Group Application

Step 1

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

Applicant Name	Art Verharen
Email	[REDACTED]
Phone	[REDACTED]
Address	[REDACTED]
City	Bainbridge Is
State	Wa
Zip	98110
Current Employer	Retired
Current Position	Retired

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

Pro Committee - Public Safety Facility Ballot Proposition

Experience & Qualifications

Have you served on any city advisory groups in the past?	No
If so, please indicate which groups:	Field not completed.
Please share your qualifications for this appointment (skills,	Prior attn Gen office writing ballot titles. Retired Judge. Prior prospecting Attn

activities, training,
education) if any:

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

No current board or committee positions. Member Land
Trust,Bainbridge Is Museum of Art,KidiMu,Bloedel
Gardens.BPA,BAC

Feel free to attach your
resume (optional):

Field not completed.

Type the Year

2015

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Roz Lassoff

From: noreply@civicplus.com
Sent: Friday, July 24, 2015 10:19 AM
To: Roz Lassoff
Subject: Online Form Submittal: Citizen Advisory Group Application

Citizen Advisory Group Application

Step 1

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

Applicant Name	Ann Warman
Email	[REDACTED]
Phone	[REDACTED]
Address	[REDACTED]
City	Bainbridge Island
State	Washington
Zip	98110
Current Employer	self-employed
Current Position	marketing consultant
I am interested in serving on one of the following advisory groups (select all that apply):	Human Services Funding Advisory Committee, Pro Committee - Public Safety Facility Ballot Proposition, Con Committee - Public Safety Ballot Proposition

Experience & Qualifications

Have you served on any city advisory groups in the past?	Yes
If so, please indicate which groups:	LTAC
Please share your qualifications for this appointment (skills,	Lived on Bainbridge since 1994, semi-retired consultant with many years experience developing programs in integrated media, target group analysis and outreach, groups

activities, training, education) if any:	communications, have worked and volunteers with numerous nonprofits on West Coast.
Please share your community interests (groups, committees, organizations) if any:	Active in Bainbridge Island Rotary, Club Secretary (2015-16), Rotary Member News Editor, Rotary District 5020 Conference Planning Committee.
Feel free to attach your resume (optional):	<i>Field not completed.</i>
Type the Year	2015

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CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Suquamish Tribe Impact Mitigation Grant	Date: July 22, 2015
Agenda Item: Staff Intensive	Bill No.: 15-136
Proposed By: Matthew Hamner, Chief of Police	Referral(s):

BUDGET INFORMATION

Department: Police	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:

To approve and implement the memorandum of understanding between the Suquamish Tribe and the City of Bainbridge Island regarding the biannual Impact Mitigation Fund Grant.

History:

An Impact Mitigation Committee established pursuant to the Suquamish Tribe's Class III Gaming Compact with the State of Washington in 1995 awards local jurisdictions in Kitsap County a bi-annual grant to defray impacts that may have occurred because of the tribe's operation of the Clearwater Casino. The Class III Gaming Compact requires the grant recipient and the Tribe execute a Memorandum of Understanding. Upon signing of the agreement, one payment will be made to the City of Bainbridge Island in 2015 based on the 2013/2014 bi-annual reporting period. In 2015, the grant award is \$20,000. Per agreement on June 17, 2015, a supplemental grant in the amount of \$7,571 will also be awarded, bringing the total grant for the 2013/2014 period to \$27,571. Also per agreement, the City of Bainbridge Island will dedicate those funds to the Bainbridge Island Police Department to offset asserted impacts developed as a result of the tribe's Class III Casino.

Budget:

A budget amendment for spending authority will be executed when the award is received.

RECOMMENDED ACTION

Motion:

I move that the City Council approve the Memorandum of Understanding between the Suquamish Tribe and the City of Bainbridge Island regarding the impact mitigation grant and authorize the City to execute the agreement.



THE SUQUAMISH TRIBE

OFFICE OF TRIBAL ATTORNEY

TIMOTHY WOOLSEY, TRIBAL ATTORNEY

Post Office Box 498
Suquamish, WA 98392-0498
Phone (360) 394-8493
Fax (360) 598-4293

July 28, 2015

Chief Matthew Hamner
City of Bainbridge Island
280 Madison Avenue
Bainbridge Island, WA 98110

Re: 2013-2014 Impact Mitigation Grants

Dear Chief Hamner:

Enclosed please find duplicate correct originals of the 2015 Memorandum of Understanding between the Suquamish Tribe and your organization, as discussed in our joint meeting on June 17, 2015. Please have the signature executed by the appropriate person(s). Keep one original MOU for your files and return the other original to me.

If you have any further questions, please do not hesitate to contact me.

Sincerely,

Timothy Woolsey
Tribal Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SUQUAMISH TRIBE AND THE CITY OF BAINBRIDGE ISLAND
REGARDING IMPACT MITIGATION FUND GRANT**

I. Preamble

This Memorandum of Understanding (hereafter "Agreement") is by and between the Suquamish Tribe, a federally recognized Indian Tribe organized pursuant to the Indian Reorganization Act of 1934 (25 U.S.C. Section 476), (hereafter "Tribe") and City of Bainbridge Island, a Washington municipal corporation (hereafter "Bainbridge Island").

This Agreement is entered into pursuant to Section XIV.C.1 of the Tribal-State Compact for Class III Gaming Between the Suquamish Tribe and the State of Washington, dated January 26, 1995, effective March 31, 1995, by order of the Bureau of Indian Affairs, United States Department of the Interior ("Tribal-State Compact"), and pursuant to the Constitution and Bylaws of the Suquamish Tribe Article III, Section (a), 25 U.S.C. 81, and RCW 39.34.

II. Recitals

A. The Tribal-State Compact provides for the Tribe to withhold and disburse a maximum of 2.0% of the Net Win from its Class III gaming operation for the purpose of assisting local agencies directly impacted by the Tribe's Class III gaming operation based on documented costs.

B. In accordance with the Tribal-State Compact, the Community Impact Mitigation Fund Committee ("Committee") convened to review eligible grant applications for impact mitigation fund grants and to determine grant recipients and grant amounts to be awarded.

C. On June 17, 2015, the Committee awarded Bainbridge Island an impact mitigation grant in the sum of \$20,000 to compensate for impacts occurring in the calendar years 2013 and 2014. In addition, the Committee, by motion, appropriated an additional \$7,571 towards the cost of equipment for the Bainbridge Island Police Department, for a total impact mitigation grant of \$27,571.

D. To comply with a condition precedent to the disbursement of any moneys granted pursuant to Section XIV.C.1 of the Tribal-State Compact, the Suquamish Tribe and Bainbridge Island desire to enter into an agreement stating the terms and conditions for the disbursement, receipt and use of the Impact Mitigation Fund grant.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

III. Agreement

Suquamish Tribe/Bainbridge Island
Impact Mitigation Grant MOU for 2013 and 2014

1. Definitions. As used in this Agreement:

"Impact Mitigation Fund" means the fund established by the Tribe for the purpose of providing financial assistance to local agencies affected by the Tribe's Class III gaming operation based on documented costs. This fund shall be established with the Tribe's withholding of a maximum of 2.0% of the Net Win from its Class III gaming operation.

"Impact Mitigation Fund Committee" or **"Committee"** established under Section XIV.C.1 of the Tribal-State Class III Gaming Compact, whose purposes are to determine what, if any impacts have occurred within the county, neighboring cities and on the Port Madison Indian Reservation from the Tribe's Class III gaming operation; to determine who provided the services which were impacted; and to distribute grants from the Impact Mitigation Fund to public agencies and governmental bodies who establish and quantify such impacts.

"Net Win" means the total amount of the Tribe's gross Class III gaming revenue after prizes and winnings have been paid out. Net Win, as defined here, specifically excludes satellite wagering revenues, Class II gaming revenues, and non-gaming revenues such as, but not limited to food, beverage, wholesale and retail sales.

2. Jurisdiction. Nothing in this Agreement shall be construed to cede any jurisdiction of either party, modify the laws of either party, modify the legal rights of any person, accomplish any act violative of State or Federal law or subject the parties to any liability to which they would not otherwise be subjected to by law.

3. Use of Impact Mitigation Fund Grant Money. Upon executing this Agreement, and provided the Agreement is in effect and sufficient funds are available, Bainbridge Island shall be assured of a share of money placed in and disbursed from the Impact Mitigation Fund for the calendar years 2013 and 2014, up to a maximum total grant amount of thirty-seven thousand one hundred dollars (\$37,100).

4. Payments. Distribution of this Grant shall be made by the Tribe to Bainbridge Island through one single payment made upon full execution of this Agreement.

5. Use of Funds. Bainbridge Island shall apply any and all grant sums received pursuant to this Agreement to help offset asserted impacts to its police department from the operation of the Tribe's Class III gaming operation. These grant funds shall not be used by Bainbridge Island to supplant existing funding for its daily operations or equipment purchases.

6. Committee Oversight. The Committee shall oversee the administration of the grant provided pursuant to this Agreement.

7. Records of Use and Impact Quantification. Bainbridge Island shall use reasonable efforts to quantify impacts of the Tribe's Class III gaming operation to any increased operational costs of its police and court services. Bainbridge Island shall maintain accurate records of its use of all

grant funds and make such records available to the Committee upon request.

8. Cost Allocation. Bainbridge Island shall be solely responsible for all regular and overtime pay, pensions, disability, workers compensation, professional liability insurance and other benefits due to its own employees who perform work funded by the grant.

9. Hold Harmless/Indemnification. Bainbridge Island shall be responsible for all liability of whatever nature arising from the acts of its own officers and employees to the extent provided by law and shall hold harmless and indemnify the Tribe from claims, lawsuits or losses of any kind, including expenses such as reasonable attorneys fees and court costs, arising from the activities of its own officers and employees performing work funded by the grant.

10. Tribal Right to Terminate Agreement. The Tribe shall have the right to unilaterally terminate this Agreement with thirty (30) days written notice in the event it closes its Class III gaming operation permanently or for longer than ninety (90) days.

11. Effect of Expiration/Termination. The expiration or termination of this Agreement shall absolve the Tribe from any obligation to make payments to Bainbridge Island, beyond payments already received by Bainbridge Island prior to the expiration or termination.

12. Non-renewable Grant. The grant provided in this Agreement is for impacts occurring in the calendar years 2013 and 2014 and is non-renewable. Nothing in this Agreement prohibits Bainbridge Island from filing an application with the Committee or receiving grant funds in any subsequent year.

13. Amendments. This Agreement shall not be amended except in writing signed by both parties to the Agreement.

14. Severability. The provisions of this Agreement are severable and should any provision be held invalid or unenforceable, the remained of the Agreement shall remain in effect unless it is terminated as provided in this Agreement.

15. Notices. Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given in writing and sent by registered or certified mail to the following addresses:

In the case of the Tribe or the Committee, notices shall be sent to:

Chairman
Suquamish Tribe
P.O. Box 498
Suquamish, WA 98392

In the case of Bainbridge Island, notices shall be sent to:

Suquamish Tribe/Bainbridge Island
Impact Mitigation Grant MOU for 2013 and 2014

City Manager
City of Bainbridge Island
280 Madison Avenue
Bainbridge Island, WA 98110

This Agreement is dated the _____ day of _____, 2015.

City of Bainbridge Island

Douglas Schulze, City Manager

Suquamish Tribe

Leonard Forsman, Chairman

Attested to by:

Matthew Hamner, Police Chief

Nigel Lawrence, Secretary

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: City of Bainbridge Island and Association of Bainbridge Communities (ABC) Donation Agreement (Hellmuth Plaque)

Date: August 11, 2015

Agenda Item: Staff Intensive

Bill No.: AB 15-134

Proposed By: Public Works Director Barry Loveless

BUDGET INFORMATION

Department/Fund: N/A

Expenditure Required: N/A

REFERRALS/REVIEW

City Manager ☒ Yes ☐ No

Legal ☒ Yes ☐ No ☐ N/A

Finance ☐ Yes ☐ No ☒ N/A

Action Item:

Consider approval of the City of Bainbridge Island and Association of Bainbridge Communities (ABC) Donation Agreement and accept the Hellmuth Plaque.

Background:

The City and the Association of Bainbridge Communities (ABC) have agreed to place a bronze plaque, to be mounted on a large rock located near the east shore of Pritchard Park near the kiosk, in honor of Elane Hellmuth. Elane Hellmuth (1919-2011) was a long time Island resident dedicated to making Bainbridge Island a healthy and safe community to live and visit. She was instrumental in the creation of Pritchard Park as well as the Wyckoff Superfund site cleanup work, to name a few.

The plaque will be inserted in a large rock which will be moved from its present location eastward towards the kiosk. The insertion of the plaque will be installed by ABC and the rock will be moved to its new location by the City. The work is estimated to occur in late summer and/or early fall of 2015. See attached sketch for rock/plaque proposed location.

The appropriateness of the plaque, its connection to the physical location, and the written content were reviewed and approved within the new historical marker policy adopted by the City's Historic Preservation Commission (HPC). More information about the historical marker policy is available on the HPC webpage of the City's website. The City shall be responsible for the maintenance of the plaque and the terms of the Agreement shall be five years or until the property is sold.

RECOMMENDED ACTION

Motion:

I move that the City Council approve the City of Bainbridge Island and Association of Bainbridge Communities (ABC) Donation Agreement and accept the Hellmuth Plaque to be placed at Pritchard Park.

**Agreement Between
City of Bainbridge Island
and
the Association of Bainbridge Communities (ABC)
for a Donation**

THIS AGREEMENT, entered into this ____ day of _____, 2015 (this “Agreement”), is by and between the City of Bainbridge Island, a municipal corporation (the “City”), and the Association of Bainbridge Communities (ABC), a non-profit corporation (the “Donor”), with offices at 365 Ericksen Ave., Ste. 327, PO Box 10999, Bainbridge Island, WA 98110.

WHEREAS, the Donor and the City recognize the importance of public facilities and amenities;

WHEREAS, the Donor has offered to donate a bronze plaque;

NOW, THEREFORE, the City and the Donor, for the consideration and under the described conditions and obligations hereinafter set forth, agree as follows:

Section 1. **The Donation**, known as the Hellmuth Plaque, is described below, and is donated in its entirety to the citizens of Bainbridge Island to be hereafter owned by the City of Bainbridge Island and managed on behalf of the citizens by the Department of Public Works.

Section 2. **Description and Location:** The item is a bronze plaque approximately 8 inches by 12 inches recognizing the contributions of Elane Hellmuth (1919-2011). Hellmuth was instrumental in the creation of Pritchard Park. Her leadership, writings and testimony led to the cleanup work at the Wyckoff Superfund site (now Pritchard Park which includes the Japanese-American Exclusion Memorial, forest trails, the sandy west beach and viewpoints of Eagle Harbor and Seattle).

Space or Facility: The plaque will be inserted on a large rock now located in the eastern parking area of Pritchard Park (See Site Sketch & Photo 1).

Final Location: The rock will be moved a couple of hundred feet to the east from the dirt parking area to an area with native plants. (See Site Sketch).

Additional Information: Also attached is a proclamation approved by the City of Bainbridge Island honoring Elane Hellmuth. The rock will be located near a public informational kiosk which briefly describes Elane Hellmuth’s critical participation in the cleanup. The information on the kiosk was provided by ABC and the frame was built as an Eagle Scout project. More information on Elane Hellmuth’s contribution to the site will be supplied by the Donor upon request.

Section 3. **Reservation of Rights:** The City reserves the right to move/remove and/or retire the said donation following cessation of a five-year period.

The five-year period shall commence upon the date of this Agreement.

Section 4. **Maintenance:** The City shall be responsible for maintenance of the item, including any reasonable repairs, and will have the discretion to not replace and/or repair the donation, if it is deemed damaged beyond reasonable repair and/or replacement, suffers repeated vandalism, and/or expires prior to cessation of the five-year period. Maintenance or replacement of the item will be at the City's sole discretion.

Section 5. **Term:** The initial term of this Agreement shall be five years or until the land is sold or transferred to another party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials:

City of Bainbridge Island

Association of Bainbridge Communities

By: _____
Douglas Schulze, City Manager

By: _____
Charles Schmid, Secretary/Treasurer

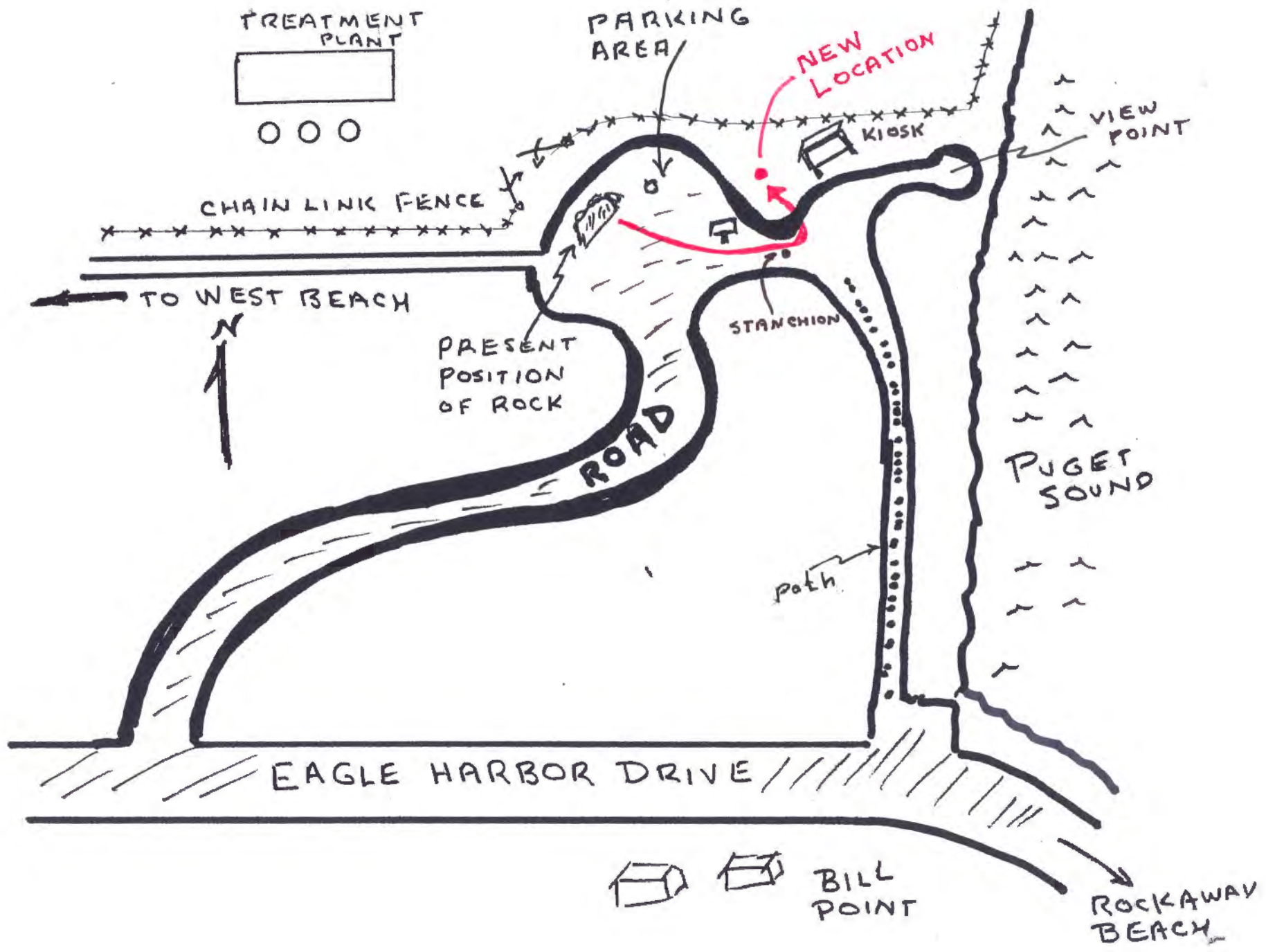


PHOTO 1 Rock for Plaque placement (approximately 6 feet long, 3 feet wide and 2.5 feet tall)



PHOTO 2 Final location. Approximately in center of photo.

Hellmuth Plaque Donation





CITY OF BAINBRIDGE ISLAND

CITY COUNCIL PROCLAMATION

WHEREAS, The City of Bainbridge Island is fortunate to have many outstanding individuals who have tirelessly dedicated their time, talents, efforts and resources to make Bainbridge Island a healthy and environmentally safe place to live and visit; and

WHEREAS, Elane Hellmuth's vigilance and activism has resulted in the removal and prohibition of hazardous chemicals on Bainbridge Island, and has improved and promoted water quality and the understanding of our groundwater supply; and

WHEREAS, Elane Hellmuth was alarmed about, and acted upon, getting rid of contaminated material on Bainbridge Island, by having citizens post "No Spray" signs, which culminated in Kitsap County terminating roadside spraying of chemicals in 1983; and

WHEREAS, Elane Hellmuth helped raised the consciousness about the pollution in Eagle Harbor beginning in 1984, and later in 1987, tracking down 400,000 gallons of creosote dumped at the Vincent Road landfill which Kitsap County subsequently removed to protect the Island's groundwater; and

WHEREAS, Elane Hellmuth organized a petition drive in 1986 with 2,000 signatures urging the EPA to declare the Wyckoff facility a Superfund site, which eventually restored the land to become Pritchard Park and the Japanese-American Internment Memorial; and

WHEREAS, Elane Hellmuth, along with her husband Jerry, was the founder in 1978 of the Association of Bainbridge Communities (ABC) which is based on the principle of neighborhood participation; and

WHEREAS, ABC and neighborhood groups successfully fought the Port Blakely Tree farm proposal for 800 homes in South Bainbridge, resulting in land being purchased for IslandWood and Port Blakely Park; and

WHEREAS, Elane Hellmuth received the Washington Environmental Council Citizen Environmental Heroes Award in 2000; and

WHEREAS, Elane Hellmuth, with her husband Jerry, bought Bucklin Hill Farm (now the Hyla School), placed it on the National Historical Register, and founded a school for the mentally disabled; and

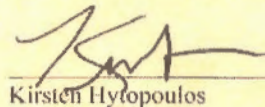
WHEREAS, a celebration will be held at Hyla School on June 5th, 2011 to honor Elane Hellmuth who died on May 18, 2011 at an age of 91, and whose activism has done so much for the Island and its inhabitants;

NOW THEREFORE I, Kirsten Hytopoulos, Mayor of the City of Bainbridge Island, on behalf of the City Council, do hereby proclaim, June 5th, 2011 to be

ELANE SUMMERS HELLMUTH DAY

on Bainbridge Island, and I encourage all citizens to join me in recognizing this outstanding activist for all her endeavors.

Signed this 1st day of June, 2011


Kirsten Hytopoulos



CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Department of Ecology FY 2015-17 Biennial Stormwater Capacity Grant Acceptance and Budget Amendment

Date: August 11, 2015

Agenda Item: Staff Intensive

Bill No.: AB 15-137

Proposed By: Public Works Director Barry Loveless

BUDGET INFORMATION

Depart/Fund: SSWM Fund

Expenditure Req: \$ 50,000.00

Budgeted? ☐ Yes ☒ No

Budget Amend. Req? ☒ Yes ☐ No

REFERRALS/REVIEW

Study Session:

Recommendation:

City Manager ☒ Yes ☐ No

Legal ☐ Yes ☐ No ☒ N/A

Finance ☒ Yes ☐ No ☐ N/A

Action Item:

Consider placement of the Department of Ecology FY 2015-17 Biennial Stormwater Capacity grant acceptance in the amount of \$50,000.00 and associated budget amendment on the August 25, 2015 consent agenda.

Background:

The Washington State Department of Ecology made Municipal Stormwater Capacity grants available to Phase I and Phase II Permittees starting in 2008 and continue to date in order to implement and/or manage municipal stormwater programs. These grant funds are specifically provided to support the National Pollutant Discharge Elimination Systems (NPDES) Municipal Stormwater Phase Permit requirements and to improve and protect water quality in Washington State.

The funds will help the City develop and implement all programs and tasks required by the NPDES Phase II permit. City staff will continue to submit quarterly reports and invoices to the Department of Ecology. There are no contributing matching funds required for this grant.

RECOMMENDED ACTION

Motion:

I move that the City Council forward the Department of Ecology FY 2015-17 Biennial Stormwater Capacity grant acceptance in the amount of \$50,000.00 and approve a budget amendment of \$50,000.00 from the SSWM fund thereby increasing the spending authority to the August 25, 2015 consent agenda.

WATER QUALITY STORMWATER CAPACITY

Organization: Bainbridge Island city of

WQSWCAP-1517-BainIs-00062

General Information

Project Title	2015-2017 Biennial Stormwater Capacity Grants		
Project Short Description	This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.		
Project Long Description	N/A		
Total Cost	\$50,000.00*	Total Eligible Cost	\$50,000.00*
Effective Date	7/1/2015	Expiration Date	3/31/2017
Ecology Program	Water Quality		
Project Category*	✓ Capacity Grant		
Will Environmental Monitoring Data be collected? No			
Overall Goal	This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.		

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: City Facilities Painting Contract Award

Date: August 11, 2015

Agenda Item: Staff Intensive

Bill No.: AB 15-138

Proposed By: Public Works Director Barry Loveless

BUDGET INFORMATION

Depart/Fund: 2015 Budget – Public Works Repair & Maintenance

Expenditure Req: \$ TBD

Budgeted? ☒ Yes ☐ No

Budget Amend. Req? ☐ Yes ☒ No

REFERRALS/REVIEW

Study Session:

City Manager ☒ Yes ☐ No

Legal ☒ Yes ☐ No ☐ N/A

Finance ☒ Yes ☐ No ☐ N/A

Action Item:

Consider placement of the City Facilities Painting contract award on the August 25, 2015 unfinished business agenda.

Background:

The City Facilities Painting contract includes City Hall exterior wood restoration, Public Works storage building and well house painting, Police building trim painting and City Hall interior painting as described in specifications. The prep work includes power washing, caulking, sanding, etc.

Bids were solicited through the Small Works Roster process and ____ bids were received. The bid opening was held on August 12, 2015 and the apparent low bidder is _____ in the bid amount of \$ _____. See attached bid results.

Information only, finalized agenda bill to be forwarded to the August 25, 2015 City Council meeting.

RECOMMENDED ACTION

Motion:

I move that the City Council forward the contract with TBD for the City Facilities Painting contract in the bid amount of \$ TBD to the August 25, 2015 unfinished business agenda.

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Construction Administration Services Professional Services Agreement

Date: August 11, 2015

Agenda Item: Staff Intensive

Bill No.: AB 15-123

Proposed By: Public Works Director Barry Loveless

BUDGET INFORMATION

Depart/Fund: CIP (Project Specific from 2015 thru 2018)

Expenditure Req: \$434,000

Budgeted? ☒ Yes ☐ No

Budget Amend. Req? ☐ Yes ☒ No

REFERRALS/REVIEW

Study Session: 7/7/15

Recommendation: Forward to future unfinished business agenda

City Manager ☒ Yes ☐ No

Legal ☒ Yes ☐ No ☐ N/A

Finance ☒ Yes ☐ No ☐ N/A

Action Item:

Consider approval of the Construction Administration Services with Exeltech Consulting.

Background:

The City solicited statements of qualifications from firms with experience in federally funded capital projects construction administration/inspection. The consultant will provide services to supplement our normal construction administration effort. The consultant will provide an experienced WSDOT trained Office Engineer to assist the Engineering Manager in overseeing construction administration and perform quality assurance.

The City advertised Request for Qualifications in May/June of 2015 for construction administration/inspection services. The top three firms were interviewed and Exeltech Consulting, Inc. was selected as the most qualified consultant to perform the work.

All services provided under this Agreement shall be performed pursuant to specific task orders. It is anticipated that future tasks will be charged against each upcoming project administration support budget and the combined project totals will not exceed \$434,000 for services provided from 2015 through 2018. The first task order (Task Order 1) is in support of the 2015 Chip Seal project @ \$14,301.64.

RECOMMENDED ACTION

Motion:

I move that the City Council approve the Professional Services Agreement with Exeltech Consulting Inc. for federally funded project construction administration support services in the amount of \$434,000 through 2018.

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Exeltech Consulting, Inc.		
Address 8729 Commerce Pl Dr NE; Lacey, WA 98516		Federal Aid Number
UBI Number 601266522		Federal TIN or SSN Number 91-1491880
Execution Date		Completion Date 6/30/2018
1099 Form Required ☐ Yes ☒ No		Federal Participation ☒ Yes ☐ No
Project Title City of Bainbridge Island On-Call Construction Administration Services		
Description of Work Construction Administration and Inspection		
☒ Yes ☐ Yes ☐ Yes ☐ Yes		☐ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation
Maximum Amount Payable: 434,000		

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Bainbridge Island hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Chris Hammer
Agency: City of Bainbridge Island
Address: 280 Madison Avenue North
City: Bainbridge Island State: WA Zip: 98110
Email: chammer@bainbridgewa.gov
Phone: (206) 780-3740
Facsimile: (206) 780-3710

If to CONSULTANT:

Name: Santosh Kuruvilla
Agency: Exeltech Consulting, Inc.
Address: 8729 Commerce Pl Dr NE
City: Lacey State: WA Zip: 98516
Email: Santosh@xltech.com
Phone: (360) 357-8289
Facsimile: (360) 357-8225

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E”, will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fixed fee.

Agreement Number:

- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.
- The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.
- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

Agreement Number:

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit “A” attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit “E” attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V “Payment Provisions” herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE’s Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen’s Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT’s employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

Agreement Number:

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

Agreement Number:

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

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Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Chris Hammer
Agency: City of Bainbridge Island
Address: 280 Madison Avenue North
City: Bainbridge Island State: WA Zip: 98110
Email: chammer@bainbridgewa.gov
Phone: (206) 780-3740
Facsimile: (206) 780-3710

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

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XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

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XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

Agreement Number:

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. “Proprietary and/or confidential information” is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as “Proprietary and/or confidential information” or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant’s proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY’s said disclosure of sub-consultants’ information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all “documents” pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all “documents” pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT’s place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. “Documents” shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, “documents” means every writing or record of every type and description, including electronically stored information (“ESI”), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

Agreement Number:

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Exhibit “A”
Scope of Work
Construction Administration Services On-Call

GENERAL

The City of Bainbridge Island (AGENCY) has selected Exeltech Consulting, Inc. (CONSULTANT) to provide on-call Construction Administration Services for various AGENCY projects and tasks. The CONSULTANT agrees to perform on-call Construction Administration Services, and will be available on an as-needed called upon basis from July 15th, 2015 through June 30th, 2018. The CONSULTANT will serve as a partner to the AGENCY in order to expand the capability of AGENCY staff.

The time for completion of all work under this Agreement shall be no later than June 30th, 2018, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2018. No new work shall be authorized after June 30th, 2018 unless this Agreement is amended by the AGENCY to extend these termination dates.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the CONSULTANT by the AGENCY. Each task order will have a specific scope of work, budget, and schedule. Individual task order budgets will be based on the Negotiated Hourly Rate fee method. Overhead calculations are based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the AGENCY.

PROJECT DESCRIPTION

The City of Bainbridge Public Works Department desires CONSULTANT support in administering the construction phase of federally funded capital improvement projects. The CONSULTANT will provide services to supplement our normal construction administration effort. It is anticipated that the Consulting firm will provide an experienced WSDOT trained Office Engineer or equivalent to assist the Engineering Manager in overseeing construction administration processes and perform quality assurance. Additionally an experience WSDOT Inspector or equivalent is requested for on call project inspections. Also, an experienced internal auditor for the construction documentation.

Task assignments may include but are not limited to the following types of work/services:

- Construction Administration of Federal Aid projects
- Regulations and processes for Federal and State funded projects
- Requirements of the Local Agency Guidelines (LAG) as published by WSDOT
- Working knowledge of WSDOT’s Construction and Materials Manual
- Auditing and Quality Assurance
- Progress estimates and payment documentation
- Prevailing Wage requirements
- Equal Opportunity requirements (DBE)
- Submittal review and approvals

- Material and workmanship acceptance
- Quality control/ inspection
- Environmental regulations
- Traffic Control
- Other related work as requested by the AGENCY.

Projects may include:

- Annual Roads Preservation Program
- Wing Point Way Non-Motorized Improvements
- Olympic Drive Non-Motorized Improvements
- Sound to Olympics Trail

TASK ORDER PROCESS

Task orders made by the AGENCY shall be issued in writing by a Task Order Assignment Document, provided in **Exhibit A-1**. In response to a Task Order Assignment Document, the CONSULTANT shall prepare a detailed Scope of Work, professional service budget, project schedule(if required), and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The AGENCY'S Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Task Order Assignment Document is signed by the CONSULTANT and the AGENCY and the AGENCY issues it back to the CONSULTANT with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less than 24 hours) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the AGENCY.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the AGENCY, whether formal or informal, the CONSULTANT'S designated project manager will meet with the AGENCY personnel to discuss project specifics, which may include a site visit to fully understand the desired project outcome. The CONSULTANT will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear communication and establish accountability.

CONTRACT VALUE

The AGENCY estimates that the potential value of the contract will not exceed **\$434,000**. The AGENCY is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the CONSULTANT under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The AGENCY reserves the right to add and or delete Task Assignments to meet other priorities.

Exhibit A-1
Scope of Work
(Task Order Agreement)

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

- A. Construction Administration of Federal Aid projects
- B. Regulations and processes for Federal and State funded projects
- C. Requirements of the Local Agency Guidelines (LAG) as published by WSDOT
- D. Working knowledge of WSDOT's Construction and Materials Manual
- E. Auditing and Quality Assurance
- F. Progress estimates and payment documentation
- G. Prevailing Wage requirements
- H. Equal Opportunity requirements (DBE)
- I. Submittal review and approvals
- J. Material and workmanship acceptance
- K. Quality control/ inspection
- L. Environmental regulations
- M. Traffic Control
- N. Other related work as requested by the AGENCY.

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions required a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.

Construction Administration and Inspection

Agreement Number:

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

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D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

City of Bainbridge Island
On Call Construction Administration
Consultant Fee Determination
Consultant: Exeltech Consulting, Inc.

Classification	Man Hours	Labor Rate	Overhead 177.16%	Fixed Fee 28.00%	Rate Per Hour	Dollars
Sr. Project Manager	0	\$57.07	\$101.10	\$15.98	\$174.14	\$0.00
Local Agency Facilitator	0	\$58.97	\$104.46	\$16.51	\$179.94	\$0.00
Resident Engineer	0	\$50.09	\$88.73	\$14.02	\$152.84	\$0.00
Inspector	0	\$41.86	\$74.15	\$11.72	\$127.73	\$0.00
Office Engineer	0	\$39.20	\$69.45	\$10.98	\$119.62	\$0.00
Sr. Documentation Administrator	0	\$27.74	\$49.15	\$7.77	\$84.66	\$0.00
Documentation Administrator	0	\$20.13	\$35.65	\$5.64	\$61.42	\$0.00
Administration	0	\$30.77	\$54.51	\$8.62	\$93.90	\$0.00
Total Hours	0					\$0.00

Reimbursables

Itemized	Quantity	Units	Rate	
Meals and Lodging		each @	\$150.00	0.00
Mileage		each @	\$0.58	0.00
Reproduction and Printing (Mylars)		copies @	\$3.00	0.00
Postage and Supplies		Est @	\$10.00	0.00
Misc.		Est @	\$250.00	0.00
Reimbursables Total				\$0.00

Exeltech Total	\$0.00
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Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number:

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Exeltech Consulting, Inc.
whose address is
8729 Commerce Pl Dr NE; Lacey, WA 98516
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the WSDOT
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Exeltech Consulting, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of City of Bainbridge Island

I hereby certify that I am the:

☒

☐ Other

of the _____, and
or its representative has not been required, directly or indirectly as an express or implied condition in connection
with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration
of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the WSDOT
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Exeltech Consulting, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Exeltech Consulting, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

representative in support of City of Bainbridge Island Const. Admin. are accurate, complete, and current as of July 1, 2015.

This certification includes the cost or pricing data supporting any advance AGREEMENT’s and forward pricing rate AGREEMENT’s between the offer or and the Government that are part of the proposal.

Firm: Exeltech Consulting, Inc.

Signature

President
Title

Date of Execution: _____

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, Legal Relations and Insurance of this Agreement is amended to \$.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:

Formal Task Assignment Document

Task Number 1

The general provisions and clauses of Agreement shall be in full force and effect for this Task Assignment.

Location of Project: Bainbridge Island, WA

Project Title: Island-Wide Chip Seal Construction Administration and Inspection Services

Maximum Amount Payable Per Task Assignment: \$14,301.64

Completion Date: December 31, 2015

Description of Work:
(Note attachments and give a brief description)

Provide construction administration assistance and inspection limited training to support City staff for the Island-wide Chip Seal which will occur during late summer/early fall 2015, in accordance with Attachments A and B.

Agency Project Manager Signature: Date:

Oral Authorization Date: See Letter Dated:

Consultant Signature: Date:

Agency Approving Authority: Date:

Exhibit A Scope of Services

City of Bainbridge Island Island-Wide Chip Seal Construction Administration and Inspection Services

July, 2015

Prepared by:

Exeltech Consulting, Inc
8729 Commerce Pl Dr NE
Lacey, WA 98516



Scope of Services

City of Bainbridge Island

Construction Administration and Inspection Services

The City of Bainbridge Island (City) is the Contracting Agency for this scope of work. Exeltech Consulting, Inc. (Consultant) shall work under the City's Project Engineer/Project Manager to provide assistance in construction administration and construction inspection training services for the project.

Project Description

This project includes chip sealing numerous sections of city streets throughout the island as shown on the 2015 Chip Seal Map. Exeltech will provide construction administration assistance and limited inspection training to support City staff for the Island-wide Chip Seal which will occur during late summer/early fall 2015.

Project Assumptions

The following is a list of the Consultant's assumptions that will serve as the baseline for project work:

- The Consultant will provide a Project Manager (10hrs), Office Engineer (40 hrs), and Inspector (40 hrs) for those project duties as defined below.
- On-site safety is the sole responsibility of the contractor.
- Observations/Inspections by the Construction Management Team will not in any way relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.
- Contractor's work is anticipated to take place during daylight hours on a single shift of 8 to 10 hours per day, 5 days per week.
- Services will be performed in accordance with the WSDOT Local Agency Guidelines (LAG) and the WSDOT Construction Manual. Forms to be used will be WSDOT standard forms or equivalent approved by H&LP.
- Project construction is assumed to be continuous, without a suspension or winter shutdown.
- The City will prepare for and lead the Preconstruction Conference.
- The City's Inspector will provide transportation for Exeltech's Project Inspector between the Ferry and the project sites.
- The City will contract for construction materials testing services.
- The City will make timely payment of invoices (within 30 days of approved invoice).
- Professional services will be limited to the assumed hours/costs established in Exhibit E-1, unless additional services are authorized by the City.

1. PROJECT MANAGEMENT

The Project Management task includes controlling scope, schedule, and budget during the course of the project by communicating with project team members. Communications will include emails, electronic and hard copy documentation control, monthly invoicing, and coordination of project deliverable submittals with the project team members and CLIENT.

Deliverable(s):

- Monthly progress invoice

2. PRECONSTRUCTION ACTIVITIES

- a. Set up construction administration files for the Project on site.
- b. The Consultant's Office Engineer and Project Inspector will attend the preconstruction conference.
- c. The Consultant will provide up to 4 hours of Pre-construction Inspector Training. This will include working with the City's Inspector to review duties and expectations of the Construction Inspector for a chip seal project.

Deliverables:

- Electronic and hard copy files

3. INSPECTION ACTIVITIES

- a. The Consultant's Project Inspector will be on site for the first 2 days of chip seal construction to monitor the Contractor's activities and provide limited training for the City's inspector in both chip seal means and methods and LAG documentation. The Consultant project Inspector will suggest changes that the Contractor needs to make to the City's Inspector for his action. Exeltech Inspector's activities will be summarized in an Inspector's Daily Report and given to the City. Exeltech assumes no responsibility or liability for the activities completed by the City's Inspector.
- b. The Consultant's Project Inspector will provide phone consultation, up to 8 hours.
- c. Inspector Training may include, as required:
 1. Means and methods of chip seal
 2. Acceptance of materials
 3. Field Note Records
 4. Inspector Daily Reports
 5. Traffic Control
 6. Wage rate interviews

Deliverables:

- IDRs

4. DOCUMENTATION QUALITY ASSURANCE ASSISTANCE

- a. The Consultant's Office Engineer/Documentation Engineer will review current available project documentation prior to first estimate to assess documentation completeness. Items that do not meet LAG requirements will be listed in an audit report that will be provided to the City. Any actions to correct documentation will be done by the City.
- b. Exeltech's Office Engineer will review change orders prepared by the City for compliance with the LAG manual.
- c. Exeltech's Local Agency Facilitator will review project files prior to the end of contract pursuant to the WSDOT Local Agency Project Management Review checklist.

Deliverables:

- Project documentation and CO review comments

**EXHIBIT B
PAYMENT**

EXELTECH CONSULTING, INC.
Engineering Fee Estimate
City of Bainbridge Island
Chip Seal Construction Management Support

Sheet 2 of 3
Date: 7/21/2015
Prepared By: REH

LABOR COSTS :

	Labor Resources	Labor-hours		Salary Rate		Cost
1	Sr. Project Manager (SPM)	10	Hrs. @	\$174.14	=	\$1,741.40
2	Project Inspector (PI)	44	Hrs. @	\$127.73	=	\$5,620.12
3	Office Engineer (OE)	40	Hrs. @	\$119.62		\$4,784.80
4	Local Agency Facilitator (LAF)	8	Hrs. @	\$179.94		\$1,439.52
5	Administration (Adm)	2	Hrs. @	\$93.90	=	\$187.80
		104	Hrs.			
			Labor Subtotal		=	\$13,773.64

DIRECT NON-LABOR COSTS ANTICIPATED :

Travel		\$518.00
Miscellaneous		\$10.00
Direct Non-Labor Costs Subtotal	=	\$528.00

EXELTECH ESTIMATED INSPECTION COSTS = \$14,301.64

**EXHIBIT B
PAYMENT**

EXELTECH CONSULTING, INC.
Engineering Fee Estimate
City of Bainbridge Island
Chip Seal Construction Management Support

Sheet 1 of 3
Date: **7/21/2015**
Prepared By: **REH**

PROJECT LABOR-HOUR ESTIMATE

		Labor-hour Resources					Total
		SPM	PI	OE	LAF	Admin	
1	Project Management	8				2	10
2	Preconstruction Activities	0	12	16			28
3	Inspection Activities	0	32				32
4	Quality Assurance Activities	2		24	8		34
Total of hours :		10	44	40	8	2	104

**EXHIBIT B
PAYMENT**

EXELTECH CONSULTING, INC.
Engineering Fee Estimate
City of Bainbridge Island
Chip Seal Construction Management Support

Sheet 3 of 3
Date: 7/21/2015
Prepared By: REH

DIRECT NON-LABOR COSTS

TRAVEL	Number of Trips	Miles per Trip	\$ per Unit		
1. Vehicle	5	160	\$0.575	=	\$460.00
2 Sounder & Ferry Walk-On Round Trip	2		\$29.00	=	\$58.00
TRAVEL TOTAL					\$518.00

MISCELLANEOUS EXPENSES

1. Express Mail	1	ea. @	\$10.00	=	\$10.00
2. Photocopying	0	ea. @	\$0.20	=	\$0.00
MISC. EXPENSES TOTAL					\$10.00
TOTAL					\$528.00

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Eagle Harbor Sewer Main Maintenance Contract Award and Budget Amendment.

Date: August 11, 2015

Agenda Item: Staff Intensive

Bill No.: AB 15-139

Proposed By: Public Works Director Barry Loveless

BUDGET INFORMATION

Depart/Fund: Annual Sewer Preservation Program

Expenditure Req: \$ 56,000.00

Budgeted? ☐ Yes ☒ No

Budget Amend. Req? ☒ Yes ☐ No

REFERRALS/REVIEW

City Manager ☒ Yes ☐ No

Legal ☒ Yes ☐ No ☐ N/A

Finance ☒ Yes ☐ No ☐ N/A

Action Item:

Consider approval of the Eagle Harbor Sewer Main maintenance contract award to Everson's Econo-Vac in the amount of \$56,000.00.

Background:

This project consists of providing labor and equipment to clean approximately 2,200' of 10" ductile iron gravity sewer main that is estimated to be 75% restricted and has caused several blockages within the last year. The main is located on the beach and includes 3 manholes, 16 clean-out, and side sewer connections. The sewer cleaning process will include using a jetting machine and/or porcupine to break up the fats, oil and grease (FOG) while flushing the debris to the Lower Lovell pump station. The debris from the Lower Lovell pump station will be pumped out and properly disposed of. The sewer main was constructed in 1976 and is downstream of from an area that is contributing to the FOG. The City is concurrently surveying the sewer infrastructure to determine the source(s) that are contributing to the FOG in the sewer main and will be exploring pre-treatment options.

Bids were solicited using the Limited Public Works process and three bids were received at the July 22, 2015 bid opening. The apparent low bidder is Everson Econo-Vac in the bid amount of \$39,740.72. A budget amendment is needed in the amount of \$56,000 from the Annual Sewer Preservation program to cover the cost of the project along with additional permitting, supplies, and unforeseen construction conditions. See attached bid results. The engineer's estimate is \$22,000.00 to \$29,000.00 for the base bid.

City staff reviewed the bids and contractor's qualifications and recommends that the City Council award this contract to the apparent low bidder.

RECOMMENDED ACTION

Motion:

I move that the City Council approve the Eagle Harbor Sewer Main maintenance contract award to Everson's Econo-Vac in the amount of \$39,740.72 and approve a budget amendment of \$56,000 from the Annual Sewer Preservation Program fund increasing the spending authority for this project.



City of Bainbridge Island Public Works Department - Engineering

Project: Eagle Harbor Sewer Main Maintenance

Bid Opening Date: Wednesday, July 22, 2015

Bids Due 10:00 am, Open Bids @ 10:30 am

Note: Bids Are Opened in Order Received. Bids Solicited by: ☐ Advertisement ☒ Small Works Roster The Engineers Estimate is: \$22K – 29K	Everson's Econo-Vac, Inc.	Atlas Inspection, Inc.	Pipeline Video & Cleaning N., Inc.	
Proposal – <i>Items of Work & Materials, Estimated Quantities, Units of Measurement.</i>	X	X	X	
Signature Page	X	X	X	
Statement of Bidders Qualifications	X	X	X	
TOTAL BID AMOUNT	\$39,740.72	\$293,553.79	\$50,238.97	

A total of 3 bids were received for the Eagle Harbor Sewer Main Maintenance Project. Aaron Claiborne, has reviewed all the bids and recommends that the City Council award the contract to the apparent low bidder, Everson's Econo-Vac., Inc. in the amount of \$39,740.72.

**CITY OF BAINBRIDGE ISLAND
LIMITED PUBLIC WORKS CONTRACT**

THIS LIMITED PUBLIC WORKS CONTRACT (this "Contract") is made this ____ day of August, 2015, by and between, the **CITY OF BAINBRIDGE ISLAND**, a municipal corporation ("City") and **EVERSON'S ECONO-VAC, INC.**, a Washington corporation ("Contractor") (individually a "Party" and collectively the "Parties").

In consideration of the terms and conditions set forth in this Contract, the Parties agree as follows:

1. Contractor Services. The Contractor shall furnish at its own cost and expense all labor, tools, materials and equipment required to construct and complete in a good workmanlike manner, and to the satisfaction of the City, the public works project known as the Eagle Harbor Sewer Main Maintenance ("Project"). The Project is detailed in the Scope of Work, Exhibit A, and the following documents, which are attached hereto and incorporated herein by reference:

- Scope of Work (Exhibit A)
- Plans (Exhibit B)
- Declaration of Retainage
- Schedule of Prevailing Wages
- Guarantee Form

2. Notice to Proceed; Term of Contract. The Contractor shall commence work within seven (7) days after the City issues a written Notice to Proceed, and shall continue in full force completion of the scope of work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.

3. Payment.

3.1 Payment amount and procedures. The City shall pay the Contractor for all work and services covered by this Contract in an amount that shall not exceed Thirty-Nine Thousand Seven Hundred Forty Dollars and Seventy-Two Cents (\$39,740.72), including applicable sales tax.

The payment amount shall exclude approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. The Contractor shall submit invoices for work and services performed in a format acceptable to the City. The City shall pay for the portion of the work described in the invoice that has been completed by Contractor and approved by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the work.

3.2 Defective or Unauthorized Work. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have

the right to withhold payment for such work until it meets the requirements of the Contract. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred by the City, including legal costs and attorneys' fees, beyond the maximum contract price under this Contract. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.

3.3 Final Payment; Waiver of Claim. Thirty (30) days after completion and final acceptance of the Project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract except those required to be withheld by law or agreed to in special contract provisions. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

3.4 Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to the Contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries, and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

4. Prevailing Wage. The Contractor shall comply with and pay prevailing wages as required by Chapter 39.12 RCW, as it may be amended in the future. Prevailing rate shall be paid on public works and building service maintenance contracts, funded in part or in whole with Federal funds. Federal wage laws and regulations shall be applicable. No worker, laborer or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington.

Prior to making any payment under this Contract, the Contractor must submit to the City an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement. The Contractor shall be responsible for all filing fees. Notice from Contractor and all subcontractors of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of the workers. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. Following completion of the upgrade and final acceptance of services rendered, Contractor shall submit a "Minimum Wage Affidavit" for themselves and any subcontractors.

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his/her decision therein shall be final and

conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, as it may be amended in the future.

5. **Indemnification and Hold Harmless.** The Contractor shall protect, defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all claims, risks, injuries, damages, losses, suits, judgments, and attorney's fees or other expenses of any kind arising out of or in any way connected with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the work shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability under this section shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided under this section constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this section shall survive the expiration or termination of this Contract.

6. **Compliance with Laws.** The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Any violation of the provisions of these applicable laws and regulations shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. **Job Safety.**

7.1 **Work Site Safety.** Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

7.2 **Trench Safety.** All trenches shall be provided with adequate safety systems as required by Chapter 49.17 RCW and WAC 296-155-650 and 655. Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and 655.

8. **Utility Location.** Contractor is solely responsible for locating any underground utilities affected by the work and is deemed to be an "excavator" for the purposes of Chapter 19.122 RCW,

as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW including utilization of the “one call” locator system, before commencing any excavation activities.

9. Warranty and Guarantee. Contractor shall warrant and guarantee the materials and work to be free of defects for a period of two (2) years after the City's final acceptance of the entire Project. Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.

10. Correction of Defects. Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of the City's mailed notice of discovery, and shall complete such work within a reasonable time agreed to by both parties. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the Contractor shall pay all costs incurred by the City to perform the correction. In the event the Contractor does not accomplish corrections within the time specified, the correction work will be otherwise accomplished by the City and all costs of same shall be paid by the Contractor.

11. Change Order/Contract Modification.

11.1 Amendments. This Contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only by written change order properly signed by both parties.

11.2 Change orders. The City may issue a written change order for any change in the work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. If the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving the written change order. If the Contractor fails to require a change order within the time frame allowed, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the work. If the Contractor disagrees with the equitable

adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below.

11.3 Procedure and Protest by Contractor. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor shall, within fourteen (14) calendar days, provide a signed written notice of protest to the City that states the date of the notice of the protest, the nature and circumstances that caused the protest, the provisions of the Contract that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed to evaluate the protest. If the City determines that a protest is valid, the City will adjust the payment for work or time by an equitable adjustment.

11.4 Failure to Protest or Follow Procedures Constitutes Waiver. By not protesting or failing to follow procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work, and accepts from the City any written or oral order (including directions, instructions, interpretations, and determinations).

11.5 Contractor's Duty to Complete Protested Work. In spite of any protest, the Contractor shall proceed to promptly complete work that the City has ordered.

11.6 Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order by: (1) endorsing the change order; (2) writing a separate acceptance; or (3) not protesting in the manner this section provides. A change order that is accepted by the Contractor as provided herein shall constitute full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

12. Claims. The Contractor shall give written notice to the City of all claims other than change orders within thirty (30) days of the occurrence of events giving rise to the claim, but in no event later than the time of approval by the City for final payment. Any claim for damages, additional payment for any reason, or extension of time shall be conclusively deemed to have been waived by Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract. At a minimum, a Contractor's written claim must include the information required in Section 11.3 regarding protests.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM IN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

The Contractor must, in any event, file any claim or bring any suit arising from or connected to this Contract within 120 calendar days from the date the work is completed. Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

13. Contractor's Risk of Loss. It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he/she has familiarized himself/herself with all existing conditions and other contingencies likely to affect the work, and has made his/her bid accordingly, and that Contractor shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

14. Insurance. The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional endorsement CG 20 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operation aggregate limit.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Builders Risk insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

E. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.

F. Subcontractors. The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor's insurance shall contain a clause stating that the coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insured liability. The Contractor's insurance shall be primary insurance with respect to the City, and the City shall be given thirty (30) days' prior written notice of any cancellation, suspension or material change in coverage.

15. Payment and Performance Bonds. (City must check one of the following boxes.) The City ☒ waives ☐ ~~does not waive the bond/surety~~ provisions of this section pursuant to RCW 39.04.155(3). If the City waives these provisions then Contractor need not complete this section. If the City does not waive these provisions then Contractor shall provide the following:

Payment and Performance bonds shall be received by the City in the amount of 100% of the Contract price and no less. The bonds must be accepted by the City prior to the execution of the Contract, and shall be in a form approved by the City. The bonds shall be released thirty (30) days after the date of final acceptance of the work performed under this Contract and receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries in settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

16. Termination. This Contract shall terminate upon satisfactory completion of the work described in the Scope of Work (Exhibit A) and final payment by the City. The City may terminate the Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient, by giving ten (10) days' written notice to the Contractor.

In the event this Contract is terminated by the City, Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work

(Exhibit A) is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

17. Attorney's Fees and Costs. If any legal proceeding is brought for the enforcement of this Contract, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

18. General Administration. The Project Coordinator of the City shall have primary responsibility for the City under this Contract to oversee and approve all work performed as well as all financial invoices. In January of each year the City and Contractor shall meet to reconcile the previous years' maintenance work, CPI cost adjustment for the upcoming year, affidavit of prevailing wages paid, annual project acceptance and retainage release. The formal reconciliation shall be documented through an annual change order and project acceptance.

Repairs approved by the City shall be documented through a detailed scope of work and paid on a time and materials basis as provided in the Contractors bid proposal. Following acceptance of the repair, and affidavit of prevailing wages paid the City shall release retainage.

19. Ownership of Documents. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

20. Subletting or Assigning of Contracts. Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the prior written consent of the other. If subcontract work is needed, prior to approval by the City, the Contractor must verify that their first tier subcontractors meet the bidder responsibility criteria as written in Chapter 39.04.350 RCW.

21. Relationship of Parties. The parties intend that an independent contractor - client relationship will be created by this Contract. As Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and

unemployment insurance, are available from the City to the Contractor or his employees, agents, representatives or subcontractors. Contractor will be solely and entirely responsible for his acts and for the acts of Contractor's agents, employees, representatives and subcontractors during the performance of this Contract. The City may, during the term of this Contract, engage other independent contractors to perform the same or similar work that Contractor performs hereunder.

22. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the terms and rights contained in this Contract, or to exercise any option contained in this Contract in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and such terms and rights shall remain in full force and effect.

23. Written Notice. All communications regarding this Contract shall be sent to the Parties at the addresses listed below in the Contact information, unless otherwise notified. Any written notice shall become effective on delivery, but in any event on the date three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract.

24. Discrimination. The Contractor 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.

25. Term. This Contract shall be effective from the date of Contract execution through expiration of the warranty period as described in Section 9.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year above written.

CITY OF BAINBRIDGE ISLAND:

CONTRACTOR:

EVERSON'S ECONO-VAC, INC.

Signature: _____
Douglas Schulze, City Manager

Signature: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

Taxpayer ID #: _____

CITY CONTACT:

Aaron Claiborne

City of Bainbridge Island

280 Madison Ave. N

CONTRACTOR CONTACT:

Print Name: _____

Address: _____

Bainbridge Island, WA 98110

Phone: 206.842.2016

Fax: 206.780.3710

Phone : _____

Fax: _____

Contractor License #: _____

EXHIBIT “A”
PROJECT - SCOPE OF WORK
EAGLE HARBOR SEWER LINE MAINTENANCE PROJECT

The Eagle Harbor sewer line is comprised of approximately 2,200 feet of ten inch ductile iron gravity sewer main that flows to the Lovell Avenue sewage pump station. The main is located on the beach and includes three (3) manholes, sixteen (16) cleanout connections, and side sewer connections. The sewer main, constructed in 1976, is downstream of several restaurants in the area that contribute FOG (fats, oils and grease) to the system. The buildup of FOG in the system is restricting the flow of sewer.

The City will issue a notice to proceed in writing once all permits have been issued, and the contract and required documents are complete. The Contractor is responsible for knowing and following all permit conditions to the full extent of the law.

Item 1: Mobilization/Demobilization. Mobilization and demobilization consist of preconstruction expenses and the costs of preparatory work, travel and operations performed by the Contractor prior to and following the sewer line cleaning.

Measurement: All preparatory work and travel related expenses are included in the lump sum payment.

Payment: “Mobilization/Demobilization” Lump Sum

Item 2: Sewer Line Cleaning. Provide labor and equipment to clean approximately 2,200 feet of ductile iron sewer line by manual methods. The starting point for the cleaning operation will be at the Lovell wet well to cleanout 237 and then progress upstream toward manhole 249 through approximately 1,200 linear feet, three manholes and nine cleanouts. Once the East side of the Lovell Avenue pump station has been cleaned, the Contractor shall begin the cleaning operation from the wet well and cleanout 237 to cleanout 236, approximately 1,000 feet. The Contractor will provide a TV camera and perform a TV camera inspection with the support of the City to determine the progress of the sewer cleaning. The Contractor shall provide a DVD with the finished camera video to the City. The City may elect to have the Contractor re-clean specific areas that are found to need additional attention following video inspection.

Work will progress through individual cleanout connections by sequentially pushing and pulling 6 and 8 inch porcupines through the pipe section. As each pipe section is cleaned the debris will be flushed by the City crews downstream so it can be removed at the pump station. The Contractor may need to pump saltwater into the sewer main to flush the debris with a greater amount of velocity. Contractor shall provide all cleaning porcupines and associated equipment including rollers, guides, ropes, cables, small equipment, generators, pumps and fasteners.

Measurement: The items of work will be measured by the hours of work the Contractor’s crew is onsite. The City and Contractor shall keep a log of the hours worked for the project. All crew and incidental work, including TV camera inspection, are included in the hourly rate of pay.

Payment: “Sewer Line Cleaning” Hourly

Schedule

The sewer main and the cleanout fittings are located on the beach and are affected by tidal action; therefore this work is scheduled to be completed during the low tide conditions that occur from Monday, August 11, 2015 through Friday, August 28, 2015. Normal work days will be scheduled Monday through Friday between 7:00 AM and 7:00 PM depending on the tide schedule and to comply with noise limitations outlined in Section 16.16.025 of the Bainbridge Island Municipal Code. The City will notify the Contractor in writing if it is necessary to work over the weekend in order to complete the project during optimal tide conditions.

Support Provided: Throughout the project, the City of Bainbridge Island Public Works, Operations & Maintenance Division will work closely with the Contractor to provide staff and equipment to support the cleaning effort. Support will include the following:

- Obtaining necessary permits.
- Adding grease emulsifier to the line to soften FOG prior to mechanical cleaning.
- Digging up and backfilling the cleanouts and manholes to allow the Contractor access to the sewer main.
- Refurbishing cleanout caps and fittings to ease removal during cleaning operations.
- Removing and replacing cleanout caps before and after cleaning operations.
- Supporting the Contractor during its TV camera inspection following cleaning of the sewer line.
- Providing water flow during cleaning to flush debris to the Lovell Avenue pump station.
- Removing waste debris from the Lovell Avenue pump station using Vactor equipment.
- Obtaining temporary right-of-entry and easements.

EXHIBIT “B”
PROJECT – PLANS

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Mid-Year Financial Report	Date: August 11, 2015
Agenda Item: Staff Intensive	Bill No.: 15-133
Proposed By: Ellen Schroer, Finance Director	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

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

DESCRIPTION/SUMMARY

Action Item:

Information only.

History:

Mid-year, staff provides Council with an update on the City's financial performance. This information is presented in conjunction with a set of budget adjustments. In addition, information regarding the City's surplus property accompanies this report. Per Resolution 2009-02, the City is providing a report on surplus property.

This report and all attachments will be posted to the Finance Department portion of the City website for public review.

RECOMMENDED ACTION

Information only.

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2015 Mid-year Financial Report

The Finance and Administrative Services Department of the City of Bainbridge Island prepares a mid-year financial report at the close of the second quarter each year. This report provides information about current financial performance, along with estimates for the second half of the year. City staff is using the results reported in this mid-year 2015 assessment to support Council's ongoing review of 2015 performance. This report also includes information about the 2016 budget update process.

OVERVIEW

This report describes City financial performance as of June 30, 2015, which is the mid-point of the budget year. Overall, total revenue performance for tax-supported activities is slightly higher than planned, while expenditures across the City are close to budget. There is some variation from budget for particular revenue and expenditure items, which is discussed in detail below.

The City's cash position for its primary operating funds has increased since this time last year, building on recent strong financial performance:

- the City's tax-supported funds show a total cash balance across all tax-supported funds of \$17.2 million on June 30, 2015, an increase of 15% over the balance of \$15.0 million on June 30, 2014;

- the Water Fund shows a cash balance of \$6.5 million on June 30, 2015, an increase of 5% over the balance of \$6.2 million on June 30, 2014;
- the Sewer Fund shows a cash balance of \$4.7 million on June 30, 2015, an increase of 24% over the balance of \$3.8 million on June 30, 2014, and
- the SSWM Fund shows a cash balance of \$1.2 million, a decrease of 8% over the balance of \$1.3 million on June 30, 2014.

In addition, the Transportation Benefit District has a cash balance of \$440,000 at the end of June 2015.

The City's cash balances meet or exceed its policy reserves for all funds.

The City continues to provide many of the same programs and services each year, which has led to a solid understanding of revenue levels and trends, as well as the timing and level of expenditures. Financial results from 2014 combined with consistent first and second quarter performance indicate year-end 2015 results at or ahead of budgeted levels.

This report presents 2015 information and analysis first for the City's tax-supported funds, followed by information about the three utility funds in a separate section. The final section of the report is a preliminary forecast for 2016.

TAX-SUPPORTED FUNDS

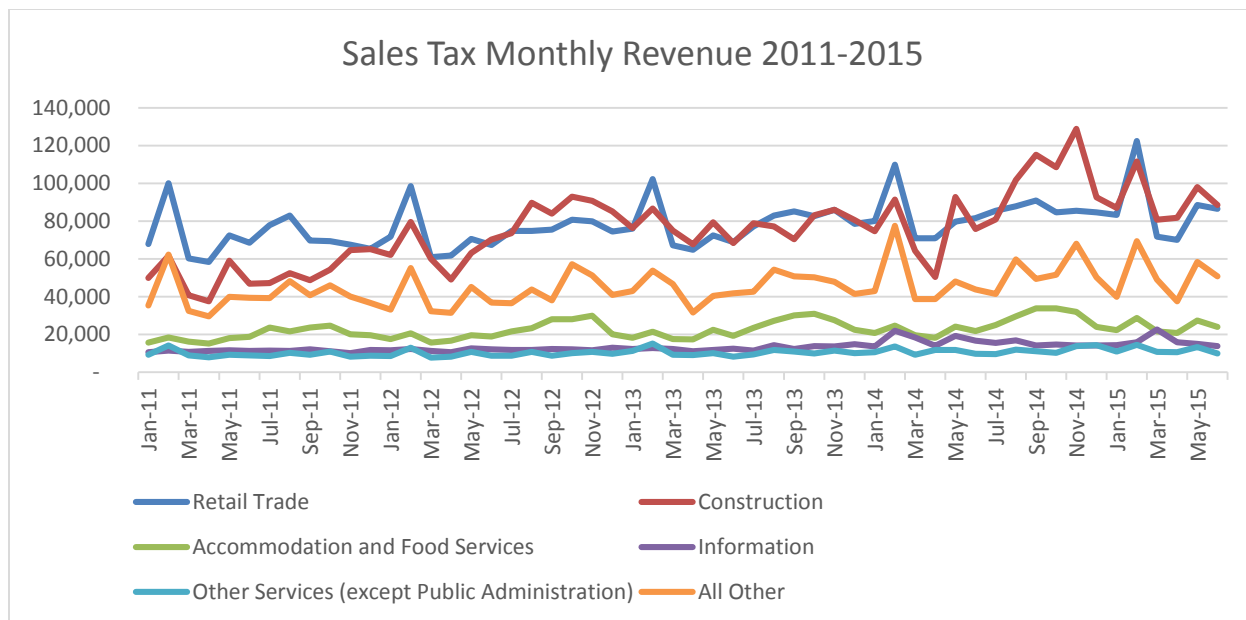
A. 2015 Mid-year Actual Results

At mid-year, 2015 Tax-Supported funds' revenues are slightly more than the same period in 2014 due to higher tax collection, particularly for Sales Tax and Real Estate Excise Tax (REET). Expenditures are up in 2015 as compared to 2014, reflecting more personnel spending due to fewer vacant positions and the completion in the first half of 2015 of roads maintenance work originally budgeted in 2014.

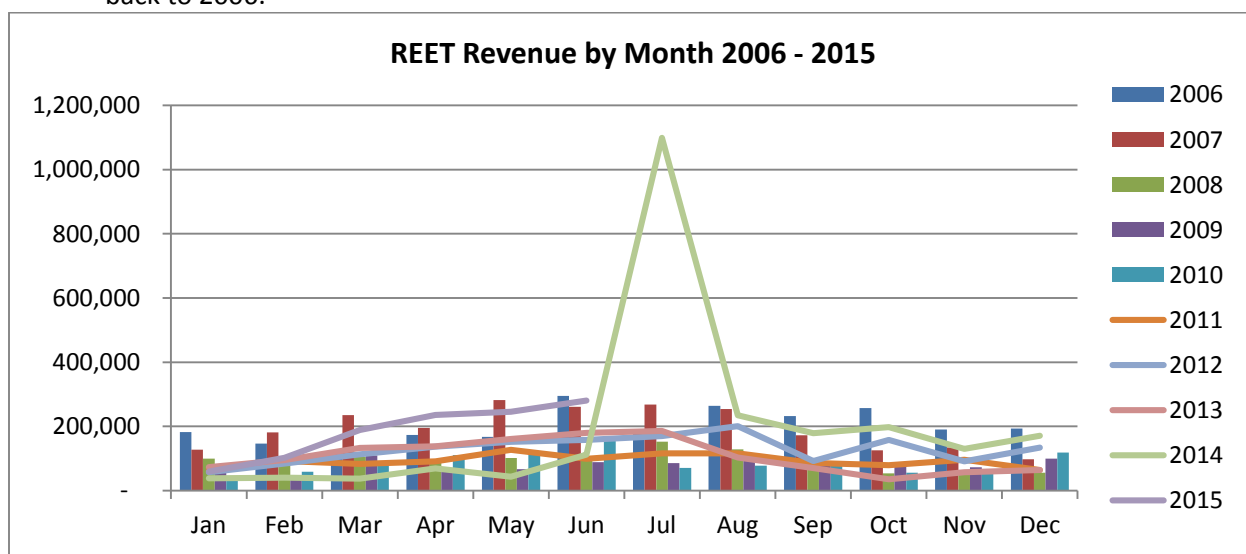
For the four largest tax-supported operating funds (the General Fund, Streets Fund, Building and Development Services Fund, and Real Estate Excise Tax (REET) Fund), revenues through June 30 2015 total \$11.1 million, or 56% of budget for those funds. Revenue for all tax-supported funds, including those listed above as well as smaller funds such as LTAC, FAR and others, is \$11.7 million.

Highlights related to revenue performance include:

- Property Tax revenues are on pace for this time of the year at \$3.7 million, or 53% of the total budget.
- Sales Tax revenues continue to show improvement, with 2015 mid-year revenues at \$1.7 million, or 60% of budget, compared to \$1.5 million, or 58% of budget in 2014. This revenue source is up between 6 and 16% on a month by month basis as compared to last year. As shown in the chart on the next page, construction and retail trade are the two largest components of sales tax revenue. In the past 12 months, construction generated more sales tax than retail trade.



- Building and Development Services (B&DS) revenues overall are higher than the collections for the same time period last year. As of June 30, total B&DS revenues are \$769,000, or 74% of total budget. This compares to \$640,000, an increase of 20% over the same period in 2014. In 2015, Planning Review of Building Permits, Zoning and Subdivision, and Plan Checking Fees show a combined increase of 42% over 2014, while Building Permits and Inspections show a 5% decrease.
- Real Estate Excise Tax (REET) revenues through June 30, 2015 are \$1.1 million, which is more than three times the amount received in the same period in 2014. An error in the County data system resulted in underpayment of revenue in the first half of 2014, lowering revenue data for the first half of 2014 and complicating a comparison of annual data. The 2014 revenue is shown as the green line below, with the peak in July representing the large back payment. As shown in the chart below, monthly REET revenue in 2015 (the highest purple line) is higher than most other years back to 2006.



Operating expenditures through June 30 for the largest tax-supported funds, General Fund, Streets Fund, and the Building and Development Services Fund, are \$7.9 million, or 44% of budget. This is generally on pace with typical annual spending patterns. Total expenditures for all tax-supported funds are \$9.4 million through the end of June.

Highlights related to 2015 expenditure performance through June 30 include:

- Personnel expenditures for tax-supported funds are \$5.1 million, or 47% of budget. The City experienced several staffing changes in the first half of 2015, completing 20 hiring processes through the end of June, including filling two new positions added in the 2015 budget.
- The Other Services and Charges budget line includes repair and maintenance and the annual roads maintenance program. The first half of the year shows only a third of this line item spent, due to seasonal timing of these projects; we expect all planned projects to go forward.
- General Fund operating transfers to other funds are at \$335,000, or 5% of budget, due to strong performance in the Building and Development Services Fund, and the timing of capital projects. In the second half of the year, these expenditures will increase due to timing of items such as debt service payments and capital spending.

B. Cash Balances at June 30, 2015

This report also provides an opportunity to review the City's cash position, as reflected in the cash flow analysis attached.

The City's 2015 mid-year cash position shows a significant increase as compared to mid-year 2014, primarily due to strong second half 2014 performance, which resulted in a higher than budgeted starting point to 2015. Timing of 2015 capital spending also contributes to a higher mid-year cash position.

Table One provides mid-year information about cash balances for 2014 and 2015.

Table One: Cash Balances of Tax-Supported Funds at Mid-Year

	June 30, 2015	June 30, 2014	Comment
General Fund	15,878,000	13,132,000	June cash balances are typically among the highest of the year due to timing of expenditures, especially debt service and capital projects.
Streets Fund	33	479,000	Cash balances within the year are managed to minimize the need for operating transfers.
Building and Development Services	53,000	76,000	Cash balances within the year are managed to minimize the need for operating transfers.
REET	600,000	204,000	Cash balances within the year change as available funds are transferred to support qualifying expenditures in other funds.

C. Forecast for Year-End 2015

The revenue forecast for the remainder of 2015 indicates that tax-supported revenue overall will continue to come in close to budget, except as detailed below. Expenditures overall are on track, with some key differences, as discussed in the previous section.

Key items that differ from the budgeted plan that are included in the forecast for the remainder of 2015 include:

- 2015 budget adjustments approved in the first quarter of the year;
- A review of revenues for tax-supported Funds leads to a modest increase to total revenue estimates for 2015 as compared to budgeted levels. Staff continues to monitor all revenue sources, and will provide updated forecasts in the fall.
 - Sales tax revenue revised up from \$3.1 million to \$3.5 million
 - REET revenue revised up from \$1.7 million to \$2.1 million
 - Building and Development Services fund revenues revised up from \$1.0 million to \$1.2 million
- Capital projects are included as approved in the CIP, or subsequently amended by Council. In a few cases, projects are expected to be delayed into 2016. The delay does not change the budgeted cost of the projects, but will increase the year-end 2015 cash balances as the costs will occur in 2016. For the purposes of this analysis, approved projects are assumed to be completed in 2015. The exceptions to this assumption are Wing Point Way Reconstruction, Waterfront Park, City Dock, Olympic Drive/305, and the Sound to Olympics Trail. These five major projects are assumed to have significant spending in 2016.
- The net impact of these adjustments to the City's financial performance is an increase of approximately \$1.0 million in additional revenue for the tax-supported funds.

Looking ahead to the end of the year, 2015 year-end cash balances are expected to be higher than the originally budgeted levels. The cash balances shown in the table below will be reduced through year-end close processes.

Table Two: Estimated Cash Balances of Tax-Supported Funds at Year-end 2015

	Estimated Dec. 31, 2015	Comment
General Fund	12,764,000	Assumes continued progress on established work plan and approved budget adjustments. Includes reserves as detailed in Table Three. Not reduced for estimated year-end accruals, estimated at approximately \$800,000.
Streets Fund	500,000	Not reduced for estimated year-end accruals, estimated at approximately \$100,000.
Building and Development Services	150,000	Not reduced for estimated year-end accruals, estimated at approximately \$80,000.
REET	30,000	

D. Policy Reserve Forecasts for Year-end 2015

City staff will use the results reported in this mid-year 2015 review as part of on-going monitoring and as a part of the background for adjustments for the 2016 Adopted Budget. At year-end, all policy reserves are forecast to be fully funded, as shown in the table below.

Table Three: City General Fund Policy Reserve Balances Year-End Forecast

	Dec. 31, 2015	Annual target	Notes
Contingency Reserve (2015)	\$200,000	\$400,000	Funded on a monthly basis. In 2015, \$200,000 appropriated and spent in the first half of the year. Further spending would occur only after Council authorization.
Contingency Reserve (2016)	\$400,000	\$400,000	Funded on a monthly basis. 2016 amount assumes that reserve will be available for spending beginning in January.
Emergency Reserve	\$1,000,000	\$1,000,000	
Legal Contingency	\$0	\$100,000	General Fund legal contingency
General Fund Stability Reserve	\$8,782,000	\$3,000,000	Reserve amount is net of estimated accruals and other specially-tracked General Fund monies.
Washington State Ferry Funds	\$1,300,000	N/A	Reflects spending of settlement funds in 2014 and 2015; the balance is expected to be spent in 2016.

The forecast, net of reserves, shows approximately \$5.8 million beyond the policy reserve levels as of year-end 2015. It is important to remember that the General Fund will support significant capital expenditures originally planned in 2015 that are now expected to occur in 2016, as well as projects planned for 2016 and the 2017-18 biennium. Given which, at mid-year, estimates indicate that financial capacity of the tax-supported funds in 2016 will be roughly \$1.0 million higher than budgeted, if City activities continue as currently budgeted.

UTILITY FUNDS

Financial performance for the three utilities is governed by decisions made specific to each utility.

A. 2015 Mid-year Actual Results

Water Fund

In the fall of 2013, a rate reduction took effect for water consumption rates. Since that time, water rates have remained the same. At mid-year 2015, revenue from water sales is \$459,000, or 42% of budget, which is more than the \$436,000 received in the first half of 2014. Other revenue sources include system participation fees and connection fees. Operating expenditures are \$437,000, or 38% of budget. The most significant capital project for the Water utility in 2015 is the water component of the Wing Point Way Reconstruction Project, which is on pace for completion as scheduled.

Sewer Fund

Sewer Fund operating revenues through June 30 are \$1.8 million, or 50% of budget, \$70,000 more than was received for the same period in 2014. Other revenue sources include payments of Local Improvement District (LID) assessments and system participation fees. Operating expenditures were \$1.0 million, or 46% of budget. The Sewer Fund also pays significant debt service and made scheduled payments of \$1.1 million in principal and interest payments in the first half of 2015.

Storm and Surface Water Management (SSWM) Fund

SSWM Fund operating revenues through June 30 were \$1.1 million, or 56% of budget, compared to \$1.1 million or 52% of budget in 2014. Other revenues in the first half of 2015 include \$79,000 received as grant revenues for capital projects at Wardwell and Yeomalt. Operating expenditures were \$785,000, or 41% of budget.

B. Cash balances

This report also provides an opportunity to review the City utilities' cash position, as reflected in the cash flow analysis attached.

Table Four: Cash Balances of City Utility Funds at June 30

	June 30, 2015	June 30, 2014
Water Fund	6,492,000	6,183,000
Sewer Fund	4,731,000	3,831,000
SSWM Fund	1,164,000	1,268,000

C. Forecast for Year-end 2015

Water Fund

Year-end forecasts for the Water Fund assume 2015 revenue that is consistent with 2014, the result of the unchanged rates. Expenditures are assumed to continue at a pace similar to the first half of the year, including the completion of the water system plan. Capital spending is forecast to increase, as included in the approved CIP. The estimated cash balance at the end of the year is \$5.7 million, a decrease of approximately \$771,000 from the beginning of 2015.

Sewer Fund

Year-end forecasts for the Sewer Fund assume 2015 revenue that is consistent with 2014, the result of unchanged rates. Operating expenditures will continue at levels similar to the first half of the year. Capital spending is forecast to increase, as included in the approved CIP. The estimated cash balance at the end of the year is \$4.0 million, a decrease of approximately \$216,000 from the beginning of 2015.

Storm and Surface Water Management (SSWM) Fund

Year-end forecasts for the SSWM Fund anticipate that revenues will continue at levels similar to the first half of the year, with the addition of approximately \$165,000 in grant revenue in the second half of the year. Operating expenditures will continue at levels similar to the first half of the year, while capital

expenditures will increase. The estimated cash balance at the end of the year is \$878,000, a decrease of approximately \$212,000 from the beginning of 2015.

Table Five: Estimated Cash Balances of Utility Funds at Year-end 2015

	Estimated Dec. 31, 2015	Comment
Water Fund	5,659,000	Not reduced for estimated year-end accruals.
Sewer Fund	3,980,000	Not reduced for estimated year-end accruals.
SSWM Fund	878,000	Not reduced for estimated year-end accruals.

2016 BUDGET UPDATE

City staff is using the results reported in this mid-year 2015 assessment to support the Council's ongoing review of 2015 financial performance and the development of adjustments to the 2016 Adopted Budget. As the City has adopted a biennial budget for 2015 and 2016, only limited modifications are expected.

The City continues to confront structural challenges that must be addressed to achieve financial sustainability. Near-term revenue performance from existing revenue streams is forecast to be relatively flat. However, cost drivers such as retirement and health care increase City expenditure levels at a pace greater than general inflation. This is a situation faced by most municipal employers, and one that the City must factor into budget development. The City also faces deferred maintenance costs, which it has begun to address through planned and consistent contributions to annual maintenance efforts. In addition, the City has developed a significant capital program, which is funded through a combination of external grants and internal City revenues.

ATTACHED SCHEDULES

The attached schedules give comparative financial figures for the first 6 months of the year and include estimates for expected year-end results.

Schedule A: 2015 Budget to Actuals

Schedule B: Revenues by Fund through June

Schedule C: Expenditures by Fund through June

Schedule D: Cash Flow spreadsheets

Note – The Cash Flow spreadsheets do not match Schedules A through C due to the difference in the accounting basis (modified accrual as compared to cash). These spreadsheets are provided to show the City's forecast through the end of 2015.

Schedule E: Sales Tax monthly revenue 2011 – 2015

Schedule F: REET monthly revenue 2011 – 2015

CITY OF BAINBRIDGE ISLAND
2015 BUDGET TO ACTUAL - CITYWIDE
THROUGH JUNE

	2015 REVISED	2015 ACTUAL	2015 TAX SUPPORTED ACTUAL	2015 UTILITY SUPPORTED ACTUAL
REVENUES				
Taxes	16,833,450	9,529,359	9,529,359	-
Fees & Service Charges	2,124,800	1,403,511	1,402,626	885
Intergovernment Revenue	5,503,000	634,051	555,133	78,918
Fines & Forfeits	123,050	55,867	55,867	-
Charges for Utility Services	6,633,200	3,354,491	894	3,353,597
Miscellaneous	470,000	204,202	50,457	153,745
Assessments	269,000	251,669	48,737	202,932
Investment Revenue	132,000	61,089	28,635	32,453
TOTAL REVENUES	32,088,500	15,494,239	11,671,709	3,822,530
OTHER SOURCES				
Gain on Sale of Fixed Assets	5,000	4,049	4,049	-
Loans/Sale of Bonds	-	694,156	-	694,156
Other External Sources	-	131	131	-
From Other Funds and Sub-Funds	29,316,337	868,653	866,153	2,500
TOTAL RESOURCES	61,409,837	17,061,228	12,542,041	4,519,186
EXPENDITURES				
OPERATING EXPENDITURES				
Salaries	9,833,763	4,634,242	3,697,728	936,514
Benefits	3,901,046	1,755,102	1,400,793	354,309
Supplies	824,455	299,946	197,237	102,709
Professional Services	2,467,115	814,772	753,460	61,312
Other Services & Charges	4,937,558	2,020,104	1,636,486	383,617
Intergovernmental Services	1,502,722	727,148	330,563	396,584
Operating Spending Hold	80,000	-	-	-
TOTAL OPERATING EXPENDITURES	23,546,659	10,251,313	8,016,267	2,235,046
NON-OPERATING EXPENDITURES				
Capital Equipment	437,729	229,482	210,590	18,892
Capital Projects	10,875,120	1,079,759	688,031	391,727
Debt Service	4,300,044	1,598,180	491,268	1,106,912
TOTAL EXPENDITURES	39,159,552	13,158,734	9,406,156	3,752,578
OTHER USES				
To Other Funds and Sub-Funds	7,966,518	868,653	868,653	-
TOTAL USES	47,126,070	14,027,386	10,274,809	3,752,578

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CITY OF BAINBRIDGE ISLAND

REVENUES BY FUND FY 2015 THROUGH JUNE

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FUND/ACCOUNT	2015 REVISED BUDGET	2015 YTD COLLECTED	2015 MTD COLLECTED	2015 REMAINING TO COLLECT	2015 % COLL	2014 YTD COLLECTED	2014 % COLL
<u>GENERAL FUND</u>							
GENERAL FUND							
Property Taxes	6,953,000	3,699,831	38,201	3,253,169	53.2 %	3,670,590	53.8 %
Sales and Use Tax	2,810,000	1,690,795	274,046	1,119,205	60.2 %	1,535,224	58.4 %
Sales Tax - Criminal Justice	275,000	151,086	25,364	123,914	54.9 %	143,400	55.2 %
B&O Tax and Penalties	445,800	459,002	4,954	(13,202)	103.0 %	440,451	106.1 %
Utility Tax on Private Utilities	2,805,000	1,403,628	165,810	1,401,372	50.0 %	1,533,188	53.2 %
Utility Tax on City Utilities	387,600	229,352	32,190	158,248	59.2 %	214,295	51.8 %
Leasehold & Other Taxes	11,000	4,802	1,637	6,198	43.7 %	5,116	62.7 %
TAXES	13,687,400	7,638,495	542,202	6,048,905	55.8%	7,542,264	56.1%
Business License & Penalties	190,500	170,201	7,156	20,299	89.3 %	175,684	100.4 %
Franchise Fees on Cable TV	316,000	184,714	-	131,286	58.5 %	173,526	63.7 %
Franchise Fees on Cable TV - PEG Capital	63,000	36,471	-	26,529	57.9 %	32,022	47.7 %
Animal Licenses	1,500	786	135	714	52.4 %	614	31.5 %
Other Licenses & Permits	3,500	1,530	203	1,970	43.7 %	1,291	63.3 %
Adult Probation Fees	85,600	28,670	3,167	56,930	33.5 %	27,695	34.3 %
Passport Charges	-	-	-	-	- %	-	- %
Court Fees & Law Enforcement Charges	5,000	1,969	213	3,031	39.4 %	2,434	34.8 %
All Other Charges	41,600	21,121	2,569	20,479	50.8 %	18,874	47.2 %
Interfund Rent	353,100	169,349	28,225	183,751	48.0 %	183,491	42.1 %
FEES & SERVICE CHARGES	1,059,800	614,812	41,667	444,988	58.0%	615,631	56.9%
Criminal Justice	30,000	16,306	-	13,694	54.4 %	15,855	54.3 %
Liquor Excise	50,000	26,157	-	23,843	52.3 %	22,476	- %
Liquor Profits	125,000	102,360	51,174	22,640	81.9 %	103,116	60.7 %
Intergovernmental Service Revenue	3,000	2,325	-	675	77.5 %	1	- %
Vessel Registration Fees	-	-	-	-	- %	-	- %
Law Enforcement Grants	-	11,305	1,643	(11,305)	- %	-	- %
Planning and Other Operating Grants	-	1,477	922	(1,477)	- %	-	- %
Motor Vehicle Fuel Tax	14,000	14,680	-	(680)	104.9 %	14,313	75.9 %
Other Intergovernmental Revenue	-	-	-	-	- %	-	- %
INTERGOVERNMENT REVENUE	222,000	174,611	53,739	47,389	78.7%	155,760	47.7%

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CITY OF BAINBRIDGE ISLAND
REVENUES BY FUND
FY 2015 THROUGH JUNE

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FUND/ACCOUNT	2015 REVISED BUDGET	2015 YTD COLLECTED	2015 MTD COLLECTED	2015 REMAINING TO COLLECT	2015 % COLL	2014 YTD COLLECTED	2014 % COLL
Traffic Fines	45,050	19,497	3,198	25,553	43.3 %	19,473	30.0 %
Drug Related Confiscations	-	-	-	-	- %	-	- %
Parking Fines	62,000	30,030	4,532	31,970	48.4 %	31,209	50.7 %
D.U.I. Penalties	1,000	969	108	31	96.9 %	685	33.6 %
Other Traffic Misdemeanors	2,000	1,222	167	778	61.1 %	714	35.0 %
Non-Traffic Misdemeanors	4,000	185	-	3,815	4.6 %	1,084	212.6 %
Court Recoupments	3,000	1,160	317	1,840	38.7 %	1,662	32.6 %
All Other Fines & Forfeits	6,000	2,805	289	3,195	46.7 %	2,300	115.0 %
FINES & FORFEITS	123,050	55,867	8,610	67,183	45.4%	57,127	41.3%
Facilities Rental	34,000	11,975	1,375	22,025	35.2 %	17,860	54.5 %
Dock Use Charges	34,000	14,668	3,775	19,332	43.1 %	18,819	71.8 %
Private Donations/Sales of PDRs/FAR Purchases	-	200	-	(200)	- %	2,569	100.7 %
All Other Miscellaneous	9,000	22,954	1,583	(13,954)	255.0 %	5,022	51.0 %
Insurance Recoveries	-	-	-	-	- %	-	- %
62930 ELECTRIC CAR CHARGER REV	-	160	160	(160)	- %	-	- %
MISCELLANEOUS	77,000	49,957	6,893	27,043	64.9%	44,270	62.0%
Interest	40,000	8,825	1,098	31,175	22.1 %	3,819	27.7 %
INVESTMENT REVENUE	40,000	8,825	1,098	31,175	22.1%	3,819	27.7%
Proceeds of Capital Lease	-	-	-	-	- %	-	- %
LOANS/SALE OF BONDS	-	-	-	-	- %	-	0.0%
Gain on Sale of Fixed Assets	5,000	4,049	-	951	81.0 %	17,507	350.1 %
OTHER EXTERNAL SOURCES	5,000	4,049	-	951	81.0%	17,507	350.1%
	15,214,250	8,546,617	654,210	6,667,633	56.2%	8,436,378	56.0%
TOTAL GENERAL FUND	15,214,250	8,546,617	654,210	6,667,633	56.2 %	8,436,378	56.0 %

CITY OF BAINBRIDGE ISLAND

**REVENUES BY FUND
FY 2015 THROUGH JUNE**

FUND/ACCOUNT	2015 REVISED BUDGET	2015 YTD COLLECTED	2015 MTD COLLECTED	2015 REMAINING TO COLLECT	2015 % COLL	2014 YTD COLLECTED	2014 % COLL
<u>STREETS FUND</u>							
Commercial Parking Lot Tax	700,000	377,378	-	322,622	53.9 %	351,208	61.6 %
M.V. Fuel Tax - Streets & Arterials	480,000	229,039	39,655	250,961	47.7 %	226,964	31.1 %
Right of Way Permits	25,000	18,650	1,800	6,350	74.6 %	24,500	91.3 %
Parking - Taxable & Fees	-	-	-	-	- %	57	- %
Parking Monthly	-	-	-	-	- %	-	- %
Interest on Investments-Streets	-	-	-	-	- %	-	- %
Other Revenues-Streets	603,000	3,913	-	599,088	0.6 %	481,085	110.8 %
TOTAL STREETS FUND	1,808,000	628,979	41,455	1,179,021	34.8 %	1,083,814	61.6 %
<u>BUILDING & DEVELOPMENT SERVICES</u>							
Building Permits & Inspections	400,000	277,273	59,397	122,727	69.3 %	293,170	86.2 %
Planning Review of Building Permits	60,000	49,898	11,356	10,102	83.2 %	22,726	37.9 %
Fire Inspections & Reviews	-	133	-	(133)	- %	819	37.8 %
Engineering Fees	-	894	-	(894)	- %	1,048	1,141.6 %
Zoning & Subdivision	120,000	92,759	35,404	27,241	77.3 %	43,719	36.4 %
Plan Checking Fees	300,000	251,628	38,500	48,372	83.9 %	188,308	81.9 %
Other Planning & Development Fees	160,000	95,943	19,493	64,057	60.0 %	90,479	71.0 %
Interest on Investments & Other Rev - B&Ds	-	500	-	(500)	- %	205	- %
TOTAL BUILDING & DEVELOPMENT SERVICES	1,040,000	769,028	164,150	270,972	73.9 %	640,473	72.8 %

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CITY OF BAINBRIDGE ISLAND
REVENUES BY FUND
FY 2015 THROUGH JUNE

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FUND/ACCOUNT	2015 REVISED BUDGET	2015 YTD COLLECTED	2015 MTD COLLECTED	2015 REMAINING TO COLLECT	2015 % COLL	2014 YTD COLLECTED	2014 % COLL
<u>SPECIAL REVENUE FUNDS</u>							
REAL ESTATE EXCISE TAX FUND							
Real Estate Excise Tax	1,700,000	1,112,983	280,897	587,017	65.5 %	342,460	26.9 %
Interest on Investments-Real Estate Excise	-	-	-	-	- %	-	- %
	1,700,000	1,112,983	280,897	587,017	65.5%	342,460	26.8%
CIVIC IMPROVEMENT FUND							
Hotel/Motel Tax	135,000	76,398	7,835	58,602	56.6 %	55,844	50.8 %
Interest on Investments & Other Rev - Hotel/Mot	-	-	-	-	- %	-	- %
	135,000	76,398	7,835	58,602	56.6%	55,844	50.8%
AFFORDABLE HOUSING FUND							
Private Donations-Affordable Housing	-	-	-	-	- %	-	- %
Fees in Lieu/Other	-	-	-	-	- %	-	- %
Interest on Investments & Other Rev - Affordabl	-	-	-	-	- %	-	- %
	-	-	-	-	0.0%	0	0.0%
FAR-PUBLIC AMENITIES							
Zoning & Subdivision	-	-	-	-	- %	-	- %
Interest on Investments & Other Rev - FAR	-	-	-	-	- %	-	- %
	-	-	-	-	0.0%	0	0.0%
FAR-FARMLAND/AGRICULTURE							
Zoning & Subdivision	-	-	-	-	- %	-	- %
Interest on Investments & Other Rev - FAR	-	-	-	-	- %	-	- %
	-	-	-	-	0.0%	0	0.0%
TOTAL SPECIAL REVENUE FUNDS	1,835,000	1,189,381	288,732	645,619	64.8 %	398,304	28.7 %

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CITY OF BAINBRIDGE ISLAND

REVENUES BY FUND FY 2015 THROUGH JUNE

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FUND/ACCOUNT	2015 REVISED BUDGET	2015 YTD COLLECTED	2015 MTD COLLECTED	2015 REMAINING TO COLLECT	2015 % COLL	2014 YTD COLLECTED	2014 % COLL
<u>BOND FUNDS</u>							
GO BOND FUND							
Property Taxes - BOND LEVY	611,050	321,723	3,330	289,327	52.7 %	325,914	53.9 %
GO Bond Fund	-	-	-	-	- %	-	- %
	611,050	321,723	3,330	289,327	52.7%	325,914	53.9%
LID BOND FUND							
LID Assessments	30,000	24,188	435	5,812	80.6 %	25,812	49.9 %
LID Special Assessments	40,000	44,359	-	(4,359)	110.9 %	44,359	- %
LID Bond Fund	-	-	-	-	- %	-	- %
	70,000	68,547	435	1,453	97.9%	70,171	135.7%
TOTAL BOND FUNDS	681,050	390,270	3,765	290,780	57.3 %	396,085	60.4 %
<u>CAPITAL & LID CONSTRUCTION FUNDS</u>							
CAPITAL CONSTRUCTION FUND							
Intergovernmental Service Revenue	-	-	-	-	- %	-	- %
WA State & Local Grants & Donations	4,198,000	-	-	4,198,000	- %	-	- %
US Government Grants	-	151,484	74,365	(151,484)	- %	190,311	16.4 %
Private and Developer Donations	-	-	-	-	- %	12,750	- %
Capital Construction Fund	-	-	-	-	- %	-	- %
	4,198,000	151,484	74,365	4,046,516	3.6%	203,061	9.0%
LID CAPITAL CONSTRUCTION FUND							
LID Construction	-	-	-	-	- %	-	- %
	-	-	-	-	0.0%	0	0.0%
TOTAL CAPITAL & LID CONSTRUCTION FUNDS	4,198,000	151,484	74,365	4,046,516	3.6 %	203,061	9.0 %
TOTAL TAX SUPPORTED FUNDS	24,776,300	11,675,758	1,226,676	13,100,542	47.12 %	11,158,114	50.70 %

CITY OF BAINBRIDGE ISLAND

**REVENUES BY FUND
FY 2015 THROUGH JUNE**

FUND/ACCOUNT	2015 REVISED BUDGET	2015 YTD COLLECTED	2015 MTD COLLECTED	2015 REMAINING TO COLLECT	2015 % COLL	2014 YTD COLLECTED	2014 % COLL
<u>UTILITY SUPPORTED FUNDS</u>							
WATER OPERATING FUND							
Water Charges	1,092,200	459,458	93,690	632,742	42.1 %	436,042	45.0 %
U.L.I.D. Assessments	-	-	-	-	- %	-	- %
Connections & All Others	138,000	52,916	19,320	85,084	38.3 %	35,998	97.0 %
Interest on Investments-Utility	28,000	-	-	28,000	- %	-	- %
	1,258,200	512,374	113,010	745,826	40.7%	472,040	46.3%
SEWER OPERATING FUND							
Sewer Charges	3,516,000	1,767,815	364,825	1,748,185	50.3 %	1,697,694	48.5 %
U.L.I.D. Assessments	245,000	235,385	20,313	9,615	96.1 %	234,082	73.9 %
Connections & All Others	255,000	100,829	23,451	154,171	39.5 %	89,899	44.9 %
Interest on Investments-Utility	13,000	-	-	13,000	- %	-	- %
	4,029,000	2,104,029	408,589	1,924,971	52.2%	2,021,674	50.3%
STORM & SURFACE WATER FUND							
Storm Water Management Charges	2,025,000	1,127,209	8,626	897,791	55.7 %	1,077,748	51.7 %
U.L.I.D. Assessments	-	-	-	-	- %	-	- %
Connections & All Others	-	78,918	6,279	(78,918)	- %	-	- %
Interest on Investments-Utility	5,000	-	-	5,000	- %	-	- %
	2,030,000	1,206,127	14,905	823,873	59.4%	1,077,748	44.4%
TOTAL UTILITY SUPPORTED FUNDS	7,317,200	3,822,530	536,504	3,494,670	52.2 %	3,571,462	47.8 %
<u>8ALL OTHER FUNDS</u>							
TOTAL 8ALL OTHER FUNDS	-	-	-	-	- %	-	- %
TOTAL REVENUE - ALL FUNDS	32,093,500	15,498,288	1,763,180	16,595,212	48.3%	14,729,576	50.0%

CITY OF BAINBRIDGE ISLAND

SUMMARY - GENERAL FUND (001)

FY 2015 THROUGH JUNE

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	2015 REVISED BUDGET	2015 YTD EXPENDED	2015 MTD EXPENDED	2015 ENCUMB.	2015 AVAILABLE BALANCE	2015 % USED	2014 YTD EXPENDED	2014 % USED
Salaries	5,498,769	2,590,755	427,352	-	2,908,014	47.12	2,349,403	45.4 %
Benefits	2,183,464	979,501	157,289	-	1,203,963	44.86	866,736	40.2 %
SALARIES & BENEFITS	7,682,233	3,570,255	584,642	-	4,111,978	46.47	3,216,138	43.9 %
SUPPLIES								
Supplies	371,954	134,788	26,301	-	237,166	36.24	124,593	33.6 %
Computer Equipment & Software	59,500	15,261	-	-	44,239	25.65	25,824	41.9 %
TOTAL SUPPLIES	431,454	150,049	26,301	-	281,405	34.78	150,417	34.8 %
Professional Services	1,088,021	343,180	40,600	112,396	632,445	41.87	779,064	80.7 %
Community Services	444,762	155,257	41,725	-	289,505	34.91	309,704	76.1 %
Communication	97,079	45,515	11,927	5,836	45,729	52.90	36,849	38.1 %
Travel	28,205	6,370	1,141	-	21,835	22.58	5,905	41.8 %
Training	122,191	38,905	12,985	-	83,286	31.84	52,111	42.0 %
Advertising	23,750	4,039	1,214	-	19,711	17.01	5,379	39.5 %
Operating Leases	139,692	79,390	14,488	-	60,302	56.83	69,233	54.2 %
Insurance	278,580	283,849	50	-	(5,269)	101.89	302,191	88.0 %
Utilities	214,066	97,413	16,111	-	116,653	45.51	96,533	53.8 %
Repair & Maintenance	432,115	228,704	40,923	15,160	188,251	56.43	238,193	50.6 %
All Other Miscellaneous	549,507	558,470	3,464	-	(8,963)	101.63	37,166	15.5 %
Operating Strategic Planning	80,000	-	-	-	80,000	-	-	- %
TOTAL SERVICES & CHARGES	3,497,967	1,841,090	184,628	133,392	1,523,486	56.45	1,932,327	63.5 %
Intergovernmental-Professional Services	559,616	248,534	25,303	43,603	267,479	52.20	323,371	60.8 %
Intergovernmental-Taxes and Assessments	28,200	23,246	-	-	4,954	82.43	19,117	69.1 %
Interfund - Taxes and Assessments	112,200	56,100	9,350	-	56,100	50.00	50,000	50.0 %
TOTAL INTERGOVERNMENTAL & INTERFUND	700,016	327,880	34,653	43,603	328,533	53.07	392,488	59.5 %
TOTAL OPERATING EXPENDITURES	12,311,670	5,889,274	830,224	176,995	6,245,401	49.27	5,691,371	49.7 %
NON-OPERATING EXPENDITURES								
Capital Equipment	254,105	186,102	61,055	45,295	22,709	91.06	4,019	1.0 %
Capital Projects	418,088	46,218	5,338	121,900	249,970	40.21	51,899	25.1 %
Debt Service	118,000	5,769	2,831	111,324	907	99.23	184,099	102.6 %
Operating Transfers	6,666,518	334,726	289,740	-	6,331,792	5.02	632,833	10.8 %
TOTAL NON-OPERATING EXPENDITURES	7,456,711	572,815	358,964	278,519	6,605,378	11.42	872,849	13.1 %
TOTAL: EXPENDITURES	19,768,382	6,462,089	1,189,188	455,513	12,850,779	34.99	6,564,220	36.3 %

CITY OF BAINBRIDGE ISLAND

SUMMARY - STREETS FUND (101) FY 2015 THROUGH JUNE

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	2015 REVISED BUDGET	2015 YTD EXPENDED	2015 MTD EXPENDED	2015 ENCUMB.	2015 AVAILABLE BALANCE	2015 % USED	2014 YTD EXPENDED	2014 % USED
Salaries	1,038,770	504,580	91,096	-	534,190	48.57	491,623	47.1 %
Benefits	438,735	210,720	37,070	-	228,015	48.03	198,786	47.7 %
SALARIES & BENEFITS	1,477,505	715,300	128,166	-	762,205	48.41	690,409	47.3 %
SUPPLIES								
Supplies	140,895	43,731	5,326	-	97,164	31.04	42,822	107.4 %
TOTAL SUPPLIES	140,895	43,731	5,326	-	97,164	31.04	42,822	107.4 %
Professional Services	160,868	101,334	27,227	33,514	26,020	83.83	198,402	107.3 %
Communication	1,500	141	-	-	1,359	9.40	466	12.7 %
Travel	-	37	-	-	(37)	-	-	- %
Training	5,091	8,665	1,854	-	(3,575)	170.22	2,305	56.8 %
Advertising	456	1,364	785	-	(908)	299.16	845	105.6 %
Operating Leases	109,490	45,663	11,400	-	63,827	41.71	50,625	50.6 %
Insurance	66,000	59,716	-	-	6,284	90.48	72,367	86.0 %
Utilities	67,500	29,946	5,843	-	37,554	44.36	28,165	49.4 %
Repair & Maintenance	1,620,557	30,303	1,692	715,944	874,310	46.05	22,819	2.2 %
All Other Miscellaneous	2,283	1,227	882	-	1,055	53.78	2,599	108.2 %
TOTAL SERVICES & CHARGES	2,033,744	278,397	49,684	749,458	1,005,889	50.54	378,592	25.6 %
Intergovernmental-Professional Services	1,200	1,431	1,352	-	(231)	119.27	-	- %
Intergovernmental-Taxes and Assessments	1,800	-	-	-	1,800	-	-	- %
TOTAL INTERGOVERNMENTAL & INTERFUND	3,000	1,431	1,352	-	1,569	47.71	-	- %
TOTAL OPERATING EXPENDITURES	3,655,144	1,038,860	184,528	749,458	1,866,826	48.93	1,111,824	37.3 %
NON-OPERATING EXPENDITURES								
Capital Equipment	115,480	24,488	4,009	-	90,991	21.21	-	- %
Capital Projects	-	-	-	-	-	-	86,587	107.7 %
TOTAL NON-OPERATING EXPENDITURES	115,480	24,488	4,009	-	90,991	21.21	86,587	55.7 %
TOTAL: EXPENDITURES	3,770,624	1,063,348	188,537	749,458	1,957,818	48.08	1,198,411	38.2 %

CITY OF BAINBRIDGE ISLAND

SUMMARY - BUILDING & DEVELOPMENT SERVICES FUND (407) FY 2015 THROUGH JUNE

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	2015 REVISED BUDGET	2015 YTD EXPENDED	2015 MTD EXPENDED	2015 ENCUMB.	2015 AVAILABLE BALANCE	2015 % USED	2014 YTD EXPENDED	2014 % USED
Salaries	1,222,905	602,393	108,949	-	620,512	49.26	571,855	46.3 %
Benefits	452,896	210,572	37,554	-	242,324	46.49	204,925	40.0 %
SALARIES & BENEFITS	1,675,801	812,966	146,503	-	862,835	48.51	776,780	44.4 %
SUPPLIES								
Supplies	8,200	3,456	1,240	-	4,744	42.15	4,776	40.2 %
TOTAL SUPPLIES	8,200	3,456	1,240	-	4,744	42.15	4,776	40.2 %
Professional Services	73,000	66,661	16,570	15,000	(8,661)	111.86	110,867	144.0 %
Communication	11,555	657	138	-	10,898	5.69	747	18.2 %
Travel	-	-	-	-	-	-	140	1.9 %
Training	-	3,452	498	-	(3,452)	-	2,774	226.6 %
Advertising	11,350	4,137	1,025	-	7,213	36.45	5,861	55.8 %
Operating Leases	127,513	58,612	9,718	-	68,901	45.97	67,654	46.7 %
Insurance	57,200	45,890	-	-	11,310	80.23	61,899	86.7 %
Repair & Maintenance	4,000	2,845	1,465	-	1,155	71.13	21	0.1 %
All Other Miscellaneous	55,036	1,177	104	-	53,860	2.14	1,015	3.1 %
TOTAL SERVICES & CHARGES	339,654	183,430	29,516	15,000	141,224	58.42	250,978	68.9 %
Intergovernmental-Professional Services	4,200	1,252	972	-	2,948	29.80	989	21.5 %
TOTAL INTERGOVERNMENTAL & INTERFUND	4,200	1,252	972	-	2,948	29.80	989	21.5 %
TOTAL OPERATING EXPENDITURES	2,027,855	1,001,104	178,232	15,000	1,011,751	50.11	1,033,523	48.5 %
NON-OPERATING EXPENDITURES								
TOTAL NON-OPERATING EXPENDITURES	-	-	-	-	-	-	-	- %
TOTAL: EXPENDITURES	2,027,855	1,001,104	178,232	15,000	1,011,751	50.11	1,033,523	48.5 %

CITY OF BAINBRIDGE ISLAND
SUMMARY - WATER UTILITY FUND (401)
FY 2015 THROUGH JUNE

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	2015 REVISED BUDGET	2015 YTD EXPENDED	2015 MTD EXPENDED	2015 ENCUMB.	2015 AVAILABLE BALANCE	2015 % USED	2014 YTD EXPENDED	2014 % USED
Salaries	412,217	181,496	31,729	-	230,721	44.03	187,540	45.8 %
Benefits	162,005	68,231	11,489	-	93,774	42.12	69,938	38.8 %
SALARIES & BENEFITS	574,222	249,727	43,218	-	324,495	43.49	257,478	43.6 %
SUPPLIES								
Supplies	52,572	18,118	4,059	-	34,454	34.46	22,928	53.9 %
Computer Equipment & Software	700	-	-	-	700	-	-	- %
TOTAL SUPPLIES	53,272	18,118	4,059	-	35,154	34.01	22,928	53.9 %
Professional Services	143,871	26,876	13,363	59,083	57,912	59.75	140,827	74.5 %
Commnnity Services	10,000	10,000	10,000	-	-	100.00	-	- %
Commnnication	17,336	8,486	3,210	-	8,850	48.95	6,582	31.8 %
Travel	100	69	-	-	31	69.11	-	- %
Training	5,091	1,961	236	-	3,129	38.53	843	20.8 %
Operating Leases	30,112	15,185	2,578	-	14,927	50.43	14,865	25.7 %
Insurance	18,000	19,685	-	-	(1,685)	109.36	19,564	83.2 %
Utilities	88,300	34,178	6,623	-	54,122	38.71	33,027	44.4 %
Repair & Maintenance	35,070	3,588	-	-	31,482	10.23	2,362	6.7 %
All Other Miscellaneous	8,961	5,821	276	-	3,140	64.96	5,577	62.3 %
TOTAL SERVICES & CHARGES	356,841	125,850	36,284	59,083	171,907	51.83	223,648	52.5 %
Intergovernmental-Professional Services	5,300	483	456	-	4,817	9.11	79	1.5 %
Intergovernmental-Taxes and Assessments	74,648	11,884	3,961	-	62,764	15.92	11,533	21.4 %
Interfund - Taxes and Assessments	75,492	30,742	6,781	-	44,750	40.72	28,322	56.2 %
TOTAL INTERGOVERNMENTAL & INTERFUND	155,440	43,109	11,198	-	112,331	27.73	39,934	36.5 %
TOTAL OPERATING EXPENDITURES	1,139,775	436,805	94,759	59,083	643,886	43.51	543,987	46.6 %
NON-OPERATING EXPENDITURES								
Capital Equipment	10,000	-	-	-	10,000	-	-	- %
Capital Projects	916,906	4,243	449	7,166	905,496	1.24	9,333	9.4 %
TOTAL NON-OPERATING EXPENDITURES	926,906	4,243	449	7,166	915,496	1.23	9,333	4.4 %
TOTAL: EXPENDITURES	2,066,681	441,048	95,207	66,250	1,559,383	24.55	553,321	40.0 %

CITY OF BAINBRIDGE ISLAND
SUMMARY - SEWER UTILITY FUND (402)
FY 2015 THROUGH JUNE

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	2015 REVISED BUDGET	2015 YTD EXPENDED	2015 MTD EXPENDED	2015 ENCUMB.	2015 AVAILABLE BALANCE	2015 % USED	2014 YTD EXPENDED	2014 % USED
Salaries	846,499	376,849	56,067	-	469,650	44.52	337,293	46.6 %
Benefits	332,875	144,739	21,473	-	188,136	43.48	129,706	41.5 %
SALARIES & BENEFITS	1,179,374	521,587	77,539	-	657,787	44.23	466,999	45.0 %
SUPPLIES								
Supplies	107,833	45,192	5,273	-	62,641	41.91	42,440	61.6 %
Computer Equipment & Software	700	-	-	-	700	-	-	- %
TOTAL SUPPLIES	108,533	45,192	5,273	-	63,341	41.64	42,440	61.6 %
Professional Services	39,337	9,754	3,351	211	29,373	25.33	161,270	70.5 %
Communication	24,200	11,373	3,301	-	12,828	46.99	11,017	35.5 %
Travel	100	69	-	-	31	69.10	-	- %
Training	5,091	1,026	453	-	4,065	20.15	1,616	39.8 %
Advertising	-	-	-	-	-	-	244	- %
Operating Leases	57,220	31,829	5,395	-	25,392	55.62	29,651	34.9 %
Insurance	33,460	38,020	-	-	(4,560)	113.63	35,914	84.7 %
Utilities	205,616	74,138	21,550	58,115	73,363	64.32	73,431	34.5 %
Repair & Maintenance	73,665	16,995	4,319	6,559	50,111	31.97	49,262	64.2 %
All Other Miscellaneous	9,590	4,033	530	-	5,557	42.05	4,512	28.3 %
TOTAL SERVICES & CHARGES	448,279	187,235	38,899	64,885	196,159	56.24	366,916	52.5 %
Intergovernmental-Professional Services	164,130	103,832	33,867	-	60,298	63.26	157,157	104.0 %
Intergovernmental-Taxes and Assessments	63,246	28,925	6,041	-	34,321	45.73	28,199	42.8 %
Interfund - Taxes and Assessments	227,040	126,242	24,515	-	100,798	55.60	121,307	57.8 %
TOTAL INTERGOVERNMENTAL & INTERFUND	454,416	258,999	64,423	-	195,417	57.00	306,664	71.8 %
TOTAL OPERATING EXPENDITURES	2,190,601	1,013,014	186,134	64,885	1,112,702	49.21	1,183,018	53.0 %
NON-OPERATING EXPENDITURES								
Capital Equipment	10,000	-	-	-	10,000	-	-	- %
Capital Projects	1,257,447	170,425	6,869	182,592	904,429	28.07	405,797	8.2 %
Debt Service	1,383,738	1,053,697	81,925	-	330,041	76.15	880,378	54.8 %
TOTAL NON-OPERATING EXPENDITURES	2,651,185	1,224,122	88,794	182,592	1,244,471	53.06	1,286,175	19.6 %
TOTAL: EXPENDITURES	4,841,786	2,237,136	274,928	247,477	2,357,173	51.32	2,469,193	28.1 %

CITY OF BAINBRIDGE ISLAND
SUMMARY - SSWM UTILITY FUND (403)
FY 2015 THROUGH JUNE

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	2015 REVISED BUDGET	2015 YTD EXPENDED	2015 MTD EXPENDED	2015 ENCUMB.	2015 AVAILABLE BALANCE	2015 % USED	2014 YTD EXPENDED	2014 % USED
Salaries	814,603	378,169	73,408	-	436,434	46.42	373,148	46.8 %
Benefits	331,071	141,339	25,742	-	189,732	42.69	144,588	49.6 %
SALARIES & BENEFITS	1,145,674	519,508	99,150	-	626,166	45.35	517,736	47.5 %
SUPPLIES								
Supplies	81,501	39,399	10,371	-	42,102	48.34	32,654	46.9 %
Computer Equipment & Software	600	-	-	-	600	-	130	6.1 %
TOTAL SUPPLIES	82,101	39,399	10,371	-	42,702	47.99	32,784	45.7 %
Professional Services	193,096	14,682	2,840	65,832	112,582	41.70	188,569	98.7 %
Communication	1,001	183	19	-	818	18.25	262	44.7 %
Travel	-	16	-	-	(16)	-	12	- %
Training	4,591	677	400	259	3,654	20.40	2,976	148.8 %
Operating Leases	71,869	32,698	5,661	-	39,171	45.50	37,285	47.9 %
Insurance	35,430	32,692	-	-	2,738	92.27	38,737	100.0 %
Utilities	115,607	5,238	712	85,610	24,759	78.58	132,999	105.3 %
Repair & Maintenance	37,699	21,342	1,234	-	16,357	56.61	3,184	18.2 %
All Other Miscellaneous	34,736	24,315	468	-	10,421	70.00	24,150	75.5 %
TOTAL SERVICES & CHARGES	494,028	131,844	11,334	151,701	210,484	57.39	428,175	88.1 %
Intergovernmental-Professional Services	33,400	5,150	1,052	26,637	1,613	95.17	75	0.2 %
Intergovernmental-Taxes and Assessments	30,450	16,959	3,826	-	13,491	55.69	15,817	51.2 %
Interfund - Taxes and Assessments	121,800	72,368	894	-	49,432	59.42	64,665	45.9 %
TOTAL INTERGOVERNMENTAL & INTERFUND	185,650	94,476	5,773	26,637	64,537	65.24	80,557	39.3 %
TOTAL OPERATING EXPENDITURES	1,907,454	785,227	126,628	178,338	943,888	50.52	1,059,251	57.2 %
NON-OPERATING EXPENDITURES								
Capital Equipment	48,145	18,892	-	-	29,253	39.24	65,930	74.9 %
Capital Projects	525,926	217,059	177,395	173,681	135,187	74.30	378,038	46.1 %
Debt Service	53,448	53,215	-	-	233	99.56	53,697	100.0 %
TOTAL NON-OPERATING EXPENDITURES	627,519	289,167	177,395	173,681	164,672	73.76	497,665	51.8 %
TOTAL: EXPENDITURES	2,534,973	1,074,394	304,023	352,019	1,108,560	56.27	1,556,916	55.3 %

CITY OF BAINBRIDGE ISLAND
SUMMARY - ALL DEPARTMENTS/FUNDS
FY 2015 THROUGH JUNE

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	2015 REVISED BUDGET	2015 YTD EXPENDED	2015 MTD EXPENDED	2015 ENCUMB.	2015 AVAILABLE BALANCE	2015 % USED	2014 YTD EXPENDED	2014 % USED
CITY COUNCIL								
Salaries	87,000	43,000	7,250	-	44,000	49.43	44,050	50.6 %
Benefits	7,000	3,343	564	-	3,657	47.75	3,424	43.5 %
SALARIES & BENEFITS	94,000	46,343	7,814	-	47,657	49.30	47,474	50.0 %
SUPPLIES								
Supplies	1,100	404	362	-	696	36.69	264	15.2 %
Computer Equipment & Software	-	-	-	-	-	-	-	- %
TOTAL SUPPLIES	1,100	404	362	-	696	36.69	264	15.2 %
Professional Services	16,000	-	-	-	16,000	-	-	- %
Communication	-	-	-	-	-	-	-	- %
Travel	500	-	-	-	500	-	-	- %
Training	500	75	-	-	425	15.00	-	- %
Advertising	3,000	1,106	501	-	1,894	36.87	1,495	73.3 %
Operating Leases	-	-	-	-	-	-	-	- %
Repair & Maintenance	-	-	-	-	-	-	-	- %
All Other Miscellancons	800	1,643	-	-	(843)	205.34	750	182.5 %
Contingency	-	-	-	-	-	-	-	- %
Operating Strategic Planning	-	-	-	-	-	-	-	- %
TOTAL SERVICES & CHARGES	20,800	2,824	501	-	17,976	13.58	2,245	40.0 %
Intergovernmental-Professional Services	-	67	-	-	(67)	-	-	- %
TOTAL INTERGOVERNMENTAL & INTERFUND	-	67	-	-	(67)	-	-	- %
TOTAL OPERATING EXPENDITURES	115,900	49,637	8,676	-	66,263	42.83	49,982	48.9 %
NON-OPERATING EXPENDITURES								
Capital Equipment	-	-	-	-	-	-	-	- %
TOTAL NON-OPERATING EXPENDITURES	-	-	-	-	-	-	-	- %
TOTAL: CITY COUNCIL	115,900	49,637	8,676	-	66,263	42.8	49,982	48.9

CITY OF BAINBRIDGE ISLAND
SUMMARY - ALL DEPARTMENTS/FUNDS
FY 2015 THROUGH JUNE

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	2015 REVISED BUDGET	2015 YTD EXPENDED	2015 MTD EXPENDED	2015 ENCUMB.	2015 AVAILABLE BALANCE	2015 % USED	2014 YTD EXPENDED	2014 % USED
MUNICIPAL COURT								
Salaries	376,500	179,979	29,202	-	196,521	47.80	180,463	45.3 %
Benefits	130,600	54,554	9,410	-	76,046	41.77	55,178	48.7 %
SALARIES & BENEFITS	507,100	234,533	38,612	-	272,567	46.25	235,641	46.1 %
SUPPLIES								
Supplies	5,300	2,422	263	-	2,878	45.71	3,241	86.3 %
Computer Equipment & Software	-	-	-	-	-	-	-	- %
TOTAL SUPPLIES	5,300	2,422	263	-	2,878	45.71	3,241	86.3 %
Professional Services	10,500	2,762	1,554	-	7,738	26.31	3,023	24.7 %
Communication	-	-	-	-	-	-	-	- %
Travel	2,000	443	35	-	1,557	22.15	733	47.9 %
Training	2,000	1,141	927	-	859	57.03	2,300	451.1 %
Advertising	-	-	-	-	-	-	-	- %
Operating Leases	15,000	3,939	850	-	11,061	26.26	7,802	42.5 %
Utilities	-	-	-	-	-	-	-	- %
Repair & Maintenance	1,000	192	32	-	808	19.20	198	16.2 %
All Other Miscellaneous	3,500	974	564	-	2,526	27.84	388	12.7 %
TOTAL SERVICES & CHARGES	34,000	9,452	3,961	-	24,548	27.80	14,445	39.1 %
Intergovernmental-Professional Services	1,000	-	-	-	1,000	-	-	- %
TOTAL INTERGOVERNMENTAL & INTERFUND	1,000	-	-	-	1,000	-	-	- %
TOTAL OPERATING EXPENDITURES	547,400	246,407	42,837	-	300,993	45.01	253,327	45.8 %
NON-OPERATING EXPENDITURES								
Capital Equipment	-	-	-	-	-	-	-	- %
Capital Projects	-	-	-	-	-	-	-	- %
TOTAL NON-OPERATING EXPENDITURES	-	-	-	-	-	-	-	- %
TOTAL: MUNICIPAL COURT	547,400	246,407	42,837	-	300,993	45.0	253,327	45.8

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	2015 REVISED BUDGET	2015 YTD EXPENDED	2015 MTD EXPENDED	2015 ENCUMB.	2015 AVAILABLE BALANCE	2015 % USED	2014 YTD EXPENDED	2014 % USED
EXECUTIVE								
Salaries	987,228	459,289	73,975	-	527,939	46.52	323,344	37.0 %
Benefits	370,064	158,135	25,720	-	211,929	42.73	124,937	53.5 %
SALARIES & BENEFITS	1,357,292	617,425	99,695	-	739,867	45.49	448,281	40.5 %
SUPPLIES								
Supplies	45,400	6,542	592	-	38,858	14.41	9,149	21.6 %
Computer Equipment & Software	-	-	-	-	-	-	-	- %
TOTAL SUPPLIES	45,400	6,542	592	-	38,858	14.41	9,149	21.6 %
Professional Services	584,500	249,402	33,466	-	335,098	42.67	603,978	81.7 %
Community Services	515,922	181,559	60,294	-	334,363	35.19	424,025	112.0 %
Communication	1,600	2,061	941	-	(461)	128.84	1,174	191.8 %
Travel	8,500	1,677	73	-	6,823	19.73	1,458	34.1 %
Training	28,500	7,774	1,730	-	20,726	27.28	29,965	63.9 %
Advertising	16,000	1,311	226	-	14,689	8.19	2,061	31.6 %
Operating Leases	21,200	15,947	114	-	5,253	75.22	16,064	250.4 %
Insurance	-	125	-	-	(125)	-	95	- %
Utilities	-	-	-	-	-	-	-	- %
Repair & Maintenance	3,000	596	63	-	2,404	19.88	275	8.7 %
All Other Miscellaneous	546,500	500,066	1,228	-	46,434	91.50	4,187	2.0 %
Operating Strategic Planning	-	-	-	-	-	-	-	- %
TOTAL SERVICES & CHARGES	1,725,722	960,519	98,134	-	765,203	55.66	1,083,280	77.4 %
Intergovernmental-Professional Services	2,000	702	142	-	1,298	35.10	2,459	- %
TOTAL INTERGOVERNMENTAL & INTERFUND	2,000	702	142	-	1,298	35.10	2,459	- %
TOTAL OPERATING EXPENDITURES	3,130,414	1,585,188	198,562	-	1,545,226	50.64	1,543,170	60.5 %
NON-OPERATING EXPENDITURES								
Capital Equipment	-	183	-	-	(183)	-	-	- %
Capital Projects	-	-	-	-	-	-	152	- %
Debt Service	-	-	-	-	-	-	-	- %
TOTAL NON-OPERATING EXPENDITURES	-	183	-	-	(183)	-	152	- %
TOTAL: EXECUTIVE	3,130,414	1,585,370	198,562	-	1,545,044	50.6	1,543,321	60.5

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	2015 REVISED BUDGET	2015 YTD EXPENDED	2015 MTD EXPENDED	2015 ENCUMB.	2015 AVAILABLE BALANCE	2015 % USED	2014 YTD EXPENDED	2014 % USED
FINANCE & ADMINISTRATIVE SERVICES								
Salaries	1,073,184	523,623	88,786	-	549,561	48.79	561,811	53.0 %
Benefits	416,806	179,191	25,592	-	237,615	42.99	190,949	48.9 %
SALARIES & BENEFITS	1,489,990	702,814	114,378	-	787,176	47.17	752,760	51.9 %
SUPPLIES								
Supplies	22,300	6,134	415	-	16,166	27.51	4,327	18.6 %
Computer Equipment & Software	52,500	15,261	-	-	37,239	29.07	25,644	48.3 %
TOTAL SUPPLIES	74,800	21,395	415	-	53,405	28.60	29,971	39.3 %
Professional Services	61,600	9,000	707	422	52,178	15.30	19,635	20.3 %
Community Services	-	-	-	-	-	-	-	- %
Communication	-	500	-	-	(500)	-	-	- %
Travel	5,600	260	25	-	5,340	4.64	1,596	12.2 %
Training	14,000	1,214	1,175	-	12,786	8.67	902	7.2 %
Advertising	1,000	54	-	-	946	5.43	-	- %
Operating Leases	41,500	21,959	3,245	-	19,541	52.91	21,017	54.2 %
Insurance	-	30	-	-	(30)	-	45	190.7 %
Utilities	-	-	-	-	-	-	-	- %
Repair & Maintenance	187,000	121,270	25,804	-	65,730	64.85	98,311	52.7 %
All Other Miscellaneous	3,500	1,111	475	-	2,389	31.74	1,773	17.7 %
Operating Strategic Planning	-	-	-	-	-	-	-	- %
TOTAL SERVICES & CHARGES	314,200	155,398	31,431	422	158,380	49.59	143,280	39.6 %
Intergovernmental-Professional Services	-	-	-	-	-	-	-	- %
Intergovernmental-Taxes and Assessments	-	-	-	-	-	-	-	- %
Interfund - Taxes and Assessments	-	-	-	-	-	-	-	- %
TOTAL OPERATING EXPENDITURES	1,878,990	879,607	146,225	422	998,961	46.84	926,010	49.0 %
NON-OPERATING EXPENDITURES								
Capital Equipment	10,000	-	-	-	10,000	-	-	- %
Capital Projects	-	-	-	-	-	-	42,592	74.9 %
Debt Service	-	-	-	-	-	-	-	- %
Other Non-Operating Expenditures	-	-	-	-	-	-	-	- %
Operating Transfers	7,966,518	868,653	542,840	-	7,097,865	10.90	770,833	10.4 %
TOTAL NON-OPERATING EXPENDITURES	7,976,518	868,653	542,840	-	7,107,865	10.89	813,425	10.6 %
TOTAL: FINANCE & ADMINISTRATIVE SERV	9,855,508	1,748,260	689,065	422	8,106,827	17.7	1,739,435	18.1

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	2015 REVISED BUDGET	2015 YTD EXPENDED	2015 MTD EXPENDED	2015 ENCUMB.	2015 AVAILABLE BALANCE	2015 % USED	2014 YTD EXPENDED	2014 % USED
PUBLIC SAFETY								
Salaries	2,452,975	1,148,773	188,055	-	1,304,202	46.83	1,064,003	45.6 %
Benefits	857,591	432,554	70,962	-	425,037	50.44	389,869	44.0 %
SALARIES & BENEFITS	3,310,566	1,581,327	259,017	-	1,729,239	47.77	1,453,872	45.1 %
SUPPLIES								
Supplies	157,661	66,822	10,109	-	90,839	42.38	60,432	38.9 %
Computer Equipment & Software	3,000	-	-	-	3,000	-	180	4.0 %
TOTAL SUPPLIES	160,661	66,822	10,109	-	93,839	41.59	60,612	37.9 %
Professional Services	19,000	7,923	1,287	-	11,077	41.70	17,292	27.4 %
Communication	-	-	-	-	-	-	23	- %
Travel	10,500	1,989	673	-	8,511	18.95	1,271	23.5 %
Training	45,500	21,376	6,136	-	24,124	46.98	14,331	25.9 %
Advertising	2,500	1,017	27	-	1,483	40.67	1,545	75.7 %
Operating Leases	6,500	6,422	1,162	-	78	98.80	5,355	87.5 %
Insurance	30	15	-	-	15	50.00	30	100.0 %
Utilities	-	-	-	-	-	-	-	- %
Repair & Maintenance	63,750	15,791	750	-	47,959	24.77	18,171	32.9 %
All Other Miscellaneous	17,500	8,041	473	-	9,459	45.95	7,585	63.2 %
Operating Strategic Planning	-	-	-	-	-	-	-	- %
TOTAL SERVICES & CHARGES	165,280	62,574	10,508	-	102,706	37.86	65,604	32.9 %
Intergovernmental-Professional Services	325,316	97,347	18,078	34,898	193,071	40.65	187,184	63.7 %
TOTAL INTERGOVERNMENTAL & INTERFUND	325,316	97,347	18,078	34,898	193,071	40.65	187,184	63.7 %
TOTAL OPERATING EXPENDITURES	3,961,823	1,808,069	297,713	34,898	2,118,856	46.52	1,767,271	45.6 %
NON-OPERATING EXPENDITURES								
Capital Equipment	201,105	168,866	49,946	13,785	18,453	90.82	4,019	2.7 %
Capital Projects	-	-	-	-	-	-	-	- %
Debt Service	-	-	-	-	-	-	-	- %
TOTAL NON-OPERATING EXPENDITURES	201,105	168,866	49,946	13,785	18,453	90.82	4,019	2.7 %
TOTAL: PUBLIC SAFETY	4,162,928	1,976,936	347,659	48,683	2,137,309	48.7	1,771,290	44.0

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	2015 REVISED BUDGET	2015 YTD EXPENDED	2015 MTD EXPENDED	2015 ENCUMB.	2015 AVAILABLE BALANCE	2015 % USED	2014 YTD EXPENDED	2014 % USED
PLANNING & COMMUNITY DEVELOPMEN								
Salaries	1,629,755	747,149	129,989	-	882,606	45.84	696,812	45.3 %
Benefits	628,490	269,890	46,575	-	358,600	42.94	252,167	39.4 %
SALARIES & BENEFITS	2,258,245	1,017,038	176,564	-	1,241,207	45.04	948,979	43.6 %
SUPPLIES								
Supplies	35,000	9,156	1,730	-	25,844	26.16	9,378	22.5 %
Computer Equipment & Software	-	-	-	-	-	-	-	- %
TOTAL SUPPLIES	35,000	9,156	1,730	-	25,844	26.16	9,378	22.5 %
Professional Services	197,097	37,830	-	33,315	125,952	36.10	108,886	294.9 %
Community Services	-	-	-	-	-	-	-	- %
Communication	27,879	4,789	-	5,836	17,255	38.11	-	- %
Travel	855	102	35	-	753	11.98	478	31.3 %
Training	17,600	9,109	3,293	-	8,491	51.75	4,247	120.7 %
Advertising	11,850	4,574	1,485	-	7,276	38.60	6,024	54.7 %
Operating Leases	23,000	7,042	1,118	-	15,958	30.62	12,715	42.5 %
Insurance	-	15	-	-	(15)	-	-	- %
Utilities	-	-	-	-	-	-	-	- %
Repair & Maintenance	4,000	2,830	1,465	-	1,170	70.74	195	1.2 %
All Other Miscellaneous	6,000	1,277	73	-	4,723	21.29	988	10.9 %
Operating Strategic Planning	-	-	-	-	-	-	-	- %
TOTAL SERVICES & CHARGES	288,282	67,568	7,468	39,151	181,563	37.02	133,532	108.6 %
Intergovernmental-Professional Services	10,000	10,000	-	-	-	100.00	-	- %
TOTAL INTERGOVERNMENTAL & INTERFUND	10,000	10,000	-	-	-	100.00	-	- %
TOTAL OPERATING EXPENDITURES	2,591,527	1,103,762	185,762	39,151	1,448,613	44.10	1,091,890	46.4 %
NON-OPERATING EXPENDITURES								
Capital Equipment	-	-	-	-	-	-	-	- %
Capital Projects	-	-	-	3,122	(3,122)	-	66,610	- %
Debt Service	-	-	-	-	-	-	-	- %
Other Non-Operating Expenditures	-	-	-	-	-	-	-	- %
Capital Spending Hold	-	-	-	-	-	-	-	- %
TOTAL NON-OPERATING EXPENDITURES	-	-	-	3,122	(3,122)	-	66,610	- %
TOTAL: PLANNING & COMMUNITY DEVELOP	2,591,527	1,103,762	185,762	42,273	1,445,491	44.2	1,158,500	49.2

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	2015 REVISED BUDGET	2015 YTD EXPENDED	2015 MTD EXPENDED	2015 ENCUMB.	2015 AVAILABLE BALANCE	2015 % USED	2014 YTD EXPENDED	2014 % USED
PUBLIC WORKS								
Salaries	3,111,937	1,518,447	268,194	-	1,593,490	48.79	1,374,371	44.9 %
Benefits	1,251,835	617,092	105,496	-	634,743	49.29	557,324	44.4 %
SALARIES & BENEFITS	4,363,772	2,135,539	373,691	-	2,228,233	48.94	1,931,695	44.8 %
SUPPLIES								
Supplies	490,194	192,021	38,772	-	298,174	39.17	182,867	55.8 %
Computer Equipment & Software	6,000	-	-	-	6,000	-	130	2.1 %
TOTAL SUPPLIES	496,194	192,021	38,772	-	304,174	38.70	182,997	54.8 %
Professional Services	668,846	173,465	45,927	221,514	273,866	59.05	704,425	92.9 %
Communication	2,437	1,661	1,542	-	775	68.18	420	46.7 %
Travel	450	1,099	301	-	(649)	244.22	521	115.7 %
Training	28,953	13,756	3,165	259	14,938	48.41	10,879	53.8 %
Advertising	1,206	1,479	785	-	(273)	122.60	1,204	94.4 %
Operating Leases	27,464	10,966	6,480	-	16,498	39.93	7,332	31.7 %
Insurance	400	95	50	-	305	23.75	60	18.8 %
Utilities	-	-	-	-	-	-	1,910	- %
Repair & Maintenance	1,944,356	163,099	21,520	737,663	1,043,594	46.33	198,692	14.3 %
All Other Miscellaneous	31,512	13,237	2,911	-	18,275	42.01	15,868	47.9 %
Operating Strategic Planning	80,000	-	-	-	80,000	-	-	- %
TOTAL SERVICES & CHARGES	2,785,623	378,858	82,681	959,436	1,447,330	48.04	941,310	41.1 %
Intergovernmental-Professional Services	158,530	100,411	30,877	-	58,119	63.34	156,960	107.5 %
Intergovernmental-Taxes and Assessments	-	-	-	-	-	-	-	- %
TOTAL INTERGOVERNMENTAL & INTERFUND	158,530	100,411	30,877	-	58,119	63.34	156,960	107.5 %
TOTAL OPERATING EXPENDITURES	7,804,119	2,806,828	526,020	959,436	4,037,856	48.26	3,212,963	45.3 %
NON-OPERATING EXPENDITURES								
Capital Equipment	226,624	60,433	15,117	31,509	134,682	40.57	65,930	18.7 %
Capital Projects	10,875,120	1,079,759	318,962	1,186,857	8,608,505	20.84	2,284,678	18.7 %
Capital Spending Hold	-	-	-	-	-	-	-	- %
TOTAL NON-OPERATING EXPENDITURES	11,101,744	1,140,192	334,079	1,218,366	8,743,187	21.24	2,350,607	18.7 %
TOTAL: PUBLIC WORKS	18,905,864	3,947,019	860,099	2,177,802	12,781,043	32.4	5,563,570	28.3

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	2015 REVISED BUDGET	2015 YTD EXPENDED	2015 MTD EXPENDED	2015 ENCUMB.	2015 AVAILABLE BALANCE	2015 % USED	2014 YTD EXPENDED	2014 % USED
GENERAL GOVERNMENT								
Salaries	115,184	13,982	3,150	-	101,202	12.14	66,006	242.8 %
Benefits	238,660	40,344	6,298	-	198,316	16.90	40,831	11.8 %
SALARIES & BENEFITS	353,844	54,326	9,448	-	299,518	15.35	106,838	28.7 %
SUPPLIES								
Supplies	6,000	1,184	328	-	4,816	19.73	556	6.9 %
Computer Equipment & Software	-	-	-	-	-	-	-	- %
TOTAL SUPPLIES	6,000	1,184	328	-	4,816	19.73	556	6.9 %
Professional Services	275,650	134,730	30,660	30,786	110,135	60.05	282,592	118.8 %
Community Services	118,000	18,100	5,171	-	99,900	15.34	30,420	26.2 %
Communication	120,755	57,343	16,111	-	63,412	47.49	54,306	39.0 %
Travel	-	990	-	-	(990)	-	-	- %
Training	5,000	242	-	-	4,758	4.85	-	- %
Advertising	-	-	-	-	-	-	-	- %
Operating Leases	401,232	197,101	36,271	-	204,131	49.12	199,027	42.4 %
Insurance	488,240	479,572	-	-	8,668	98.22	530,442	88.0 %
Utilities	691,089	240,912	50,839	143,724	306,453	55.66	362,245	55.7 %
Repair & Maintenance	-	-	-	-	-	-	-	- %
All Other Miscellaneous	50,800	68,694	-	-	(17,894)	135.22	43,481	86.3 %
Contingency	-	-	-	-	-	-	-	- %
Operating Strategic Planning	-	-	-	-	-	-	-	- %
TOTAL SERVICES & CHARGES	2,150,766	1,197,684	139,052	174,510	778,572	63.80	1,502,513	66.3 %
Intergovernmental-Professional Services	271,000	152,155	13,905	35,343	83,503	69.19	135,069	49.0 %
Intergovernmental-Taxes and Assessments	198,344	81,014	13,828	-	117,330	40.85	74,666	41.4 %
Interfund - Taxes and Assessments	536,532	285,452	41,540	-	251,080	53.20	264,295	52.7 %
TOTAL INTERGOVERNMENTAL & INTERFUND	1,005,876	518,621	69,273	35,343	451,912	55.07	474,029	49.5 %
TOTAL OPERATING EXPENDITURES	3,516,486	1,771,814	218,101	209,852	1,534,819	56.35	2,083,936	57.8 %
NON-OPERATING EXPENDITURES								
Capital Equipment	-	-	-	-	-	-	-	- %
Capital Projects	-	-	-	-	-	-	-	- %
Debt Service	4,300,044	1,598,180	387,572	111,324	2,590,540	39.76	1,635,877	35.8 %
Operating Transfers	-	-	-	-	-	-	-	- %
TOTAL NON-OPERATING EXPENDITURES	4,300,044	1,598,180	387,572	111,324	2,590,540	39.76	1,635,877	35.8 %
TOTAL: GENERAL GOVERNMENT	7,816,530	3,369,994	605,674	321,176	4,125,359	47.2	3,719,812	45.5
GRAND TOTAL:	47,126,070	14,027,386	2,938,334	2,590,356	30,508,328	35.3%	15,799,238	33.6 %

City of Bainbridge Island 2015 Cash Flow Plan - General Fund
As of July 2015

	Actual Jan-15	Actual Feb-15	Actual Mar-15	Actual Apr-15	Actual May-15	Actual Jun-15	Projected Jul-15	Projected Aug-15	Projected Sep-15	Projected Oct-15	Projected Nov-15	Projected Dec-15	Total	Budget	Variance
Beginning Cash Balance	14,100,214	13,015,665	13,370,896	13,470,869	15,723,996	16,451,319	15,914,144	15,481,842	14,017,087	13,101,343	14,881,394	13,792,560	14,100,214		
Cash Inflows															
Property Taxes	23,506	140,062	302,027	2,417,079	778,955	38,201	31,833	35,511	131,455	2,359,215	658,512	21,914	6,938,270	6,953,000	0%
Sales and Use Tax	281,672	394,113	279,565	259,338	327,783	299,410	239,570	283,296	288,542	279,419	314,163	258,171	3,505,042	3,085,000	14%
Utility Tax	196,127	270,964	213,219	383,444	371,226	198,000	330,702	178,639	168,822	330,659	138,474	255,551	3,035,826	3,192,600	-5%
B&O Tax and Penalties	115,322	318,878	4,009	9,778	3,755	4,954	1,399	2,778	1,335	1,346	1,024	446	465,024	445,800	4%
Leasehold & Other Taxes	118	1,881	0	1,285	-119	1,637	164	1,831	0	1,819	0	1,483	10,099	11,000	-8%
Business License & Penalties	50,635	88,598	9,846	8,560	5,055	7,156	3,421	4,202	2,707	1,567	955	393	183,095	190,500	-4%
Franchise Fees	110,981	0	0	110,204	0	0	95,256	0	0	96,102	0	0	412,542	379,000	9%
Other Fees & Service Charges	33,351	37,526	40,140	43,693	34,204	34,512	42,499	39,334	41,240	41,874	42,268	38,830	469,470	490,300	-4%
Intergovernmental Revenue	19,774	0	65,866	25,344	9,888	53,739	14,179	1,993	37,778	14,401	837	38,500	282,300	222,000	27%
Fines & Forfeits	7,457	9,570	13,119	8,227	8,884	8,610	9,914	9,419	10,339	10,965	10,711	8,838	116,053	123,050	-6%
Miscellaneous	2,522	4,525	5,053	8,737	22,192	6,917	4,576	3,644	4,219	4,448	2,187	34,952	103,971	77,000	35%
Investment Revenue	406	1,079	2,425	1,796	2,021	1,098	444	400	440	403	483	35,497	46,492	40,000	16%
Other External Sources	0	0	4,049	0	0	0	239	0	4,301	55	0	-2,096	6,549	5,000	31%
Operating Transfers In	0	0	0	6,110	14,545	13,740	27,994	0	3,128	26,603	41,360	45,309	178,790	179,160	0%
Total Cash Inflows	841,872	1,267,196	939,318	3,283,594	1,578,389	667,974	802,190	561,047	694,307	3,168,876	1,210,972	737,789	15,753,522	15,393,410	2%
Cash Outflows															
Salary	405,498	422,224	421,978	452,544	436,303	427,446	458,231	458,231	458,231	458,231	458,231	458,231	5,315,378	5,498,769	-3%
Benefits	144,222	154,327	159,709	186,266	163,405	152,973	181,955	181,955	181,955	181,955	181,955	181,955	2,052,635	2,183,464	-6%
Supplies	32,267	29,770	48,041	24,152	20,910	23,901	55,049	27,033	32,732	10,908	19,149	80,860	404,772	431,454	-6%
Professional Services	51,673	84,668	56,250	201,079	82,855	48,045	267,139	115,040	73,223	140,488	86,893	188,692	1,436,044	1,592,443	-10%
Communications	5,968	8,045	20,449	9,425	7,608	13,964	16,357	12,212	16,278	29,202	20,223	24,088	183,817	215,079	-15%
Travel	257	5,525	835	3,226	572	1,048	3,534	2,710	7,963	1,113	854	6,385	34,023	28,205	21%
Training	5,205	5,831	9,500	1,275	9,207	5,393	12,129	4,047	11,862	9,952	1,025	10,768	86,194	112,191	-23%
Advertising	268	1,084	396	758	686	574	2,514	1,170	263	3,369	183	2,775	14,041	23,750	-41%
Operating Leases	29,700	5,875	9,306	12,581	14,412	7,912	8,597	6,842	15,252	11,413	6,938	13,903	142,733	139,692	2%
Utilities	15,670	12,525	11,523	47,016	9,083	11,039	15,715	9,785	11,409	34,617	11,002	26,968	216,352	214,066	1%
Repair & Maintenance	97,043	29,836	61,523	32,696	46,984	31,947	38,721	25,738	20,956	3,429	88,810	83,937	561,619	432,115	30%
All Other Miscellaneous	512,009	31,076	6,029	4,158	2,397	2,133	73,356	1,843	9,016	1,929	6,481	-5,668	644,760	650,297	-1%
Contingency	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Other Services & Charges	283,369	50	330	50	0	50	121	0	0	0	3,075	0	287,045	278,580	3%
Intergovernmental	187,634	99,242	20,415	19,819	28,056	37,681	23,078	62,144	38,217	32,398	25,276	110,173	684,132	700,016	-2%
Capital Equipment	112,977	0	10,043	12,728	6,915	131,545	0	0	0	0	33,000	60,000	367,207	250,000	47%
Capital Projects	0	54	188	16,583	7,128	16,927	0	22,088	15,000	88,000	0	0	165,968	194,088	-14%
Debt Service	161	0	2,831	0	0	2,831	0	0	2,831	0	0	102,831	111,485	118,000	-6%
Operating Transfers Out	2,500	21,831	0	6,110	14,545	289,740	77,994	1,094,965	714,864	381,821	1,356,713	420,047	4,381,130	6,666,518	-34%
Total Cash Outflows	1,926,420	911,964	839,346	1,030,467	851,065	1,205,150	1,234,491	2,025,802	1,610,051	1,388,824	2,299,807	1,765,946	17,089,334	19,728,727	-13%
Ending Cash Balance	13,015,665	13,370,896	13,470,869	15,723,996	16,451,319	15,914,144	15,481,842	14,017,087	13,101,343	14,881,394	13,792,560	12,764,402	12,764,402		
Less: Restricted SubFunds	-1,894,897	-1,923,869	-1,934,754	-2,117,993	-1,907,527	-1,808,822	-1,798,370	-1,948,547	-1,958,541	-1,968,718	-1,978,712	-1,897,822	-1,897,822		
Less: WSF Restricted Reserve	-1,741,739	-1,741,939	-1,742,161	-1,742,376	-1,742,598	-1,710,680	-1,690,680	-1,654,680	-1,639,680	-1,551,680	-1,551,680	-1,322,680	-1,322,680		
Ending Unrestricted/Unreserved	9,379,030	9,705,088	9,793,954	11,863,627	12,801,194	12,394,642	11,992,793	10,413,860	9,503,122	11,360,996	10,262,168	9,543,900	9,543,900		
YE Accrued Liability													-772,565		
Ending Stability Reserve - Projected													8,771,335		

City of Bainbridge Island 2015 Cash Flow Plan - Real Estate Excise Tax Fund
As of July 2015

	Actual Jan-15	Actual Feb-15	Actual Mar-15	Actual Apr-15	Actual May-15	Actual Jun-15	Projected Jul-15	Projected Aug-15	Projected Sep-15	Projected Oct-15	Projected Nov-15	Projected Dec-15	Total	Budget	Variance
Beginning Cash Balance	4,001	63,631	129,452	199,024	428,097	571,887	599,684	892,815	1,062,560	1,191,921	999,829	299,535	4,001		
Cash Inflows															
Real Estate Excise Tax	59,630	102,221	188,872	236,073	245,290	280,897	293,132	169,744	129,362	142,687	94,139	123,720	2,065,765	1,700,000	22%
Interest on Investments	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Total Cash Inflows	59,630	102,221	188,872	236,073	245,290	280,897	293,132	169,744	129,362	142,687	94,139	123,720	2,065,765	1,700,000	22%
Cash Outflows															
Operating Transfers Out	0	36,400	119,300	7,000	101,500	253,100	0	0	0	334,779	794,433	94,609	1,741,120	1,300,000	34%
Total Cash Outflows	0	36,400	119,300	7,000	101,500	253,100	0	0	0	334,779	794,433	94,609	1,741,120	1,300,000	34%
Ending Cash Balance	63,631	129,452	199,024	428,097	571,887	599,684	892,815	1,062,560	1,191,921	999,829	299,535	328,646	328,646		
Ending Unrestricted/Unreserved	63,631	129,452	199,024	428,097	571,887	599,684	892,815	1,062,560	1,191,921	999,829	299,535	328,646	328,646		
Ending Stability Reserve - Projected													328,646		

City of Bainbridge Island 2015 Cash Flow Plan - Far-Public Amenities
As of July 2015

Actual Jan-15	Actual Feb-15	Actual Mar-15	Actual Apr-15	Actual May-15	Actual Jun-15	Projected Jul-15	Projected Aug-15	Projected Sep-15	Projected Oct-15	Projected Nov-15	Projected Dec-15	Total	Budget	Variance
13,925	13,925	13,925	13,925	13,925	13,925	13,925	13,925	13,925	13,925	13,925	13,925	13,925		
13,925	13,925	13,925	13,925	13,925	13,925	13,925	13,925	13,925	13,925	13,925	13,925	13,925		
-13,925	-13,925	-13,925	-13,925	-13,925	-13,925	-13,925	-13,925	-13,925	-13,925	-13,925	13,925	-13,925		

Actual Jan-15	Actual Feb-15	Actual Mar-15	Actual Apr-15	Actual May-15	Actual Jun-15	Projected Jul-15	Projected Aug-15	Projected Sep-15	Projected Oct-15	Projected Nov-15	Projected Dec-15	Total	Budget	Variance
87	2,194	14,375	40,530	188,727	188,519	33	2,883	6,050	17,636	21,702	1,489,848	87		
	12,181	26,154	210,207	67,743	3,330	2,850	3,168	11,585	207,264	57,815	1,659	606,064	611,050	-1%
	0	0	0	0	111,000	0	0	0	643,812	1,410,332	212	2,165,356	2,200,858	-2%
	12,181	26,154	210,207	67,743	114,330	2,850	3,168	11,585	851,077	1,468,146	1,871	2,771,420	2,811,908	-1%
0	0	0	62,010	67,951	302,816	0	0	0	847,010	0	1,411,504	2,691,291	2,692,159	
0	0	0	62,010	67,951	302,816	0	0	0	847,010	0	1,411,504	2,691,291	2,692,159	
2,194		40,530	188,727	188,519	33	2,883	6,050	17,636	21,702	1,489,848	80,216	80,216		
2,194		40,530	188,727	188,519	33	2,883	6,050	17,636	21,702	1,489,848	80,216	80,216		
												80,216		

City of Bainbridge Island 2015 Cash Flow Plan - Capital Construction Fund
As of July 2015

	Actual Jan-15	Actual Feb-15	Actual Mar-15	Actual Apr-15	Actual May-15	Actual Jun-15	Projected Jul-15	Projected Aug-15	Projected Sep-15	Projected Oct-15	Projected Nov-15	Projected Dec-15	Total	Budget	Variance
	485,186	457,459	497,300	385,600	111,038	78,202	280,037	235,037	763,001	-795,999	-469,999	751,000	485,186		
Cash Inflows															
WA State & Local Grants & Dis		0	0	0	0	0	0	0	0	258,000	0	0	258,000	4,198,000	-94%
US Government Grants		37,939	2,356	0	36,824	74,365	0	0	0	110,000	1,331,000	120,000	1,712,484	0	0%
Private and Developer Donati	20,000	0	0	0	0	0	0	0	0	0	0	0	20,000	0	0%
Operating Transfers In		21,831	0	0	0	276,000	0	839,964	0	0	0	0	1,137,794	2,634,000	-57%
Total Cash Inflows	20,000	59,770	2,356	0	36,824	350,365	0	839,964	0	368,000	1,331,000	120,000	3,128,278	6,832,000	-54%
Cash Outflows															
Capital Projects	47,727	19,929	114,056	274,562	69,661	148,529	45,000	312,000	1,559,000	42,000	110,000	819,000	3,561,463	7,722,679	-54%
Total Cash Outflows	47,727	19,929	114,056	274,562	69,661	148,529	45,000	312,000	1,559,000	42,000	110,000	819,000	3,561,463	7,722,679	-54%
Ending Cash Balance	457,459	497,300	385,600	111,038	78,202	280,037	235,037	763,001	-795,999	-469,999	751,000	52,000	52,000		
Less: Restricted SubFunds	-15,000	0	0	0	0	0	0	0	0	0	0	0	0		
Ending Unrestricted/Unreserved	442,459	497,300	385,600	111,038	78,202	280,037	235,037	763,001	-795,999	-469,999	751,000	52,000	52,000		
YE Accrued Liability													-67,655		
Ending Stability Reserve - Projected													-15,655		

City of Bainbridge Island 2015 Cash Flow Plan - Water Operating Fund
As of July 2015

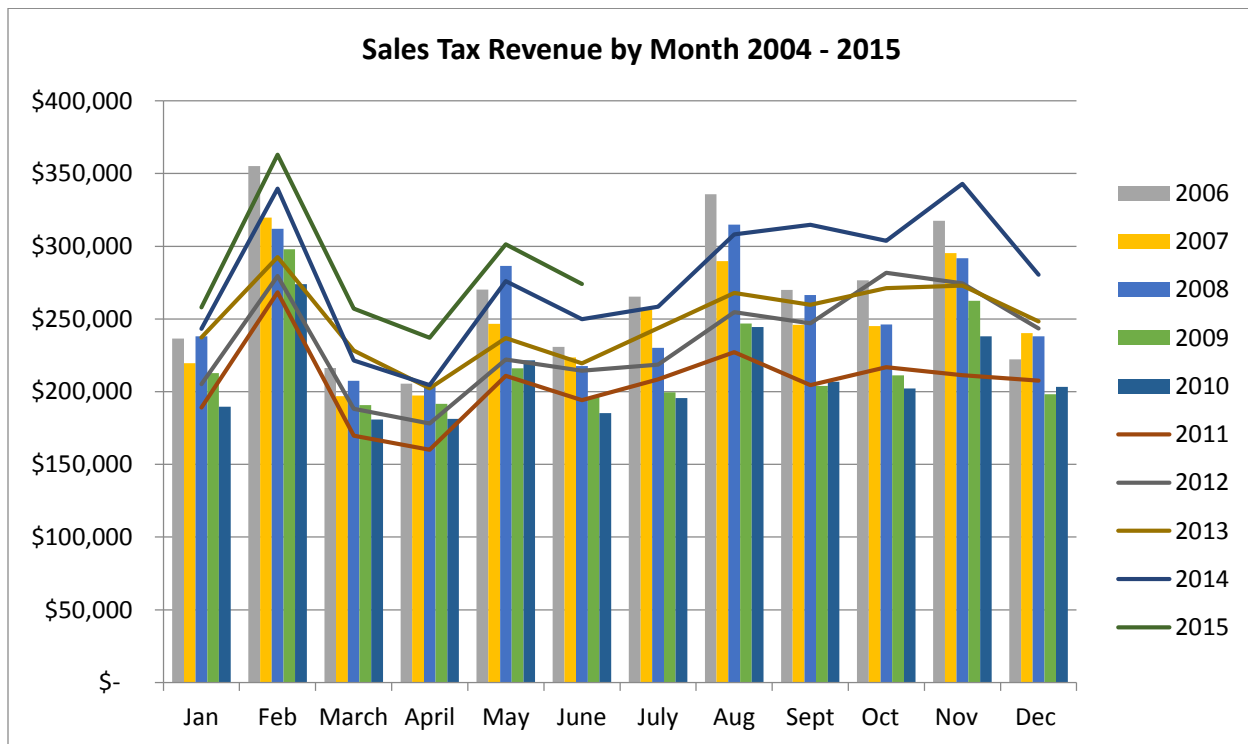
	Actual Jan-15	Actual Feb-15	Actual Mar-15	Actual Apr-15	Actual May-15	Actual Jun-15	Projected Jul-15	Projected Aug-15	Projected Sep-15	Projected Oct-15	Projected Nov-15	Projected Dec-15	Total	Budget	Variance
Beginning Cash Balance	6,429,825	6,394,840	6,427,922	6,420,561	6,460,668	6,480,813	6,528,433	6,500,134	6,540,203	6,562,747	6,590,751	6,457,360	6,429,825		
Cash Inflows															
Water Charges	57,105	95,855	66,455	89,661	83,702	114,674	84,096	129,098	123,700	137,420	90,128	86,143	1,158,038	1,092,200	6%
Connections & All Others	750	0	10,148	6,356	15,164	19,320	750	750	750	750	750	750	56,238	138,000	-59%
Interest on Investments	0	0	0	0	0	0	0	0	0	0	0	28,000	28,000	28,000	0%
Operating Transfers In	2,500	0	0	0	0	0	0	0	0	0	0	0	2,500	2,500	0%
Total Cash Inflows	60,355	95,855	76,603	96,017	98,866	133,994	84,846	129,848	124,450	138,170	90,878	114,893	1,244,776	1,260,700	-1%
Cash Outflows															
Salary	28,665	25,359	29,783	32,256	32,814	31,347	34,351	34,351	34,351	34,351	34,351	34,351	386,332	412,217	-6%
Benefits	10,926	9,750	11,835	11,811	12,018	11,944	13,500	13,500	13,500	13,500	13,500	13,500	149,287	162,005	-8%
Supplies	700	1,219	3,917	1,623	7,788	1,572	3,438	6,902	2,207	1,513	4,458	6,385	41,721	52,572	-21%
Professional Services	10,688	9,056	4,153	1,967	6,563	16,315	3,197	8,332	20,959	29,436	694	43,583	154,943	153,871	1%
Communications	1,047	917	1,591	1,301	1,258	1,056	2,945	806	1,985	914	958	2,205	16,983	17,336	-2%
Travel	57	0	0	0	69	0	0	0	0	0	10	90	226	100	126%
Training	0	17	364	889	456	236	0	813	0	112	468	955	4,309	5,091	-15%
Operating Leases	2,528	2,528	2,543	2,528	2,479	2,578	2,498	2,498	2,498	2,498	2,448	2,548	30,173	30,112	0%
Utilities	13,482	6,525	6,836	7,429	6,764	6,623	15,761	0	9,416	9,769	7,389	13,324	103,319	88,300	17%
Repair & Maintenance	0	13	0	3,465	111	0	20,113	0	0	177	4,178	2,285	30,341	35,070	-13%
All Other Miscellaneous	0	3,933	1,294	0	318	276	472	88	55	0	361	0	6,797	8,961	-24%
Other Services & Charges	19,685	0	0	0	0	0	0	0	0	0	0	0	19,685	18,000	9%
Intergovernmental	6,794	3,311	4,659	9,065	8,082	11,198	16,870	22,487	16,934	17,897	12,132	14,601	144,031	155,440	-7%
Capital Equipment	0	0	0	0	0	0	0	0	0	0	0	10,000	10,000	10,000	0%
Capital Projects	768	143	16,988	-16,424	0	3,231	0	0	0	0	143,321	769,343	917,369	916,906	0%
Total Cash Outflows	95,340	62,773	83,964	55,910	78,721	86,375	113,145	89,778	101,907	110,166	224,269	913,170	2,015,517	2,065,981	-2%
Ending Cash Balance	6,394,840	6,427,922	6,420,561	6,460,668	6,480,813	6,528,433	6,500,134	6,540,203	6,562,747	6,590,751	6,457,360	5,659,084	5,659,084		
Less: Capital Contingency Res	0	-125,084	-125,084	-125,084	-125,084	-125,084	-125,084	-125,084	-125,084	-125,084	-125,084	-125,084	-125,084		
Less: Operating Reserve	-181,358	-181,358	-181,358	-181,358	-181,358	-181,358	-181,358	-181,358	-181,358	-181,358	-181,358	-181,358	-181,358		
Ending Unrestricted/Unreserved	6,213,482	6,121,480	6,114,119	6,154,227	6,174,372	6,221,991	6,193,692	6,233,762	6,256,305	6,284,310	6,150,919	5,352,642	5,352,642		

City of Bainbridge Island 2015 Cash Flow Plan - Storm & Surface Water Fund
As of July 2015

	Actual Jan-15	Actual Feb-15	Actual Mar-15	Actual Apr-15	Actual May-15	Actual Jun-15	Projected Jul-15	Projected Aug-15	Projected Sep-15	Projected Oct-15	Projected Nov-15	Projected Dec-15	Total	Budget	Variance
Beginning Cash Balance	1,089,701	916,096	832,326	818,059	1,439,989	1,469,489	1,177,864	927,192	777,800	761,017	1,170,112	1,185,833	1,089,701		
Cash Inflows															
Storm Water Management Ct	9,867	35,972	109,462	708,680	253,717	8,626	7,489	9,873	34,723	658,183	198,280	11,989	2,046,861	2,025,000	1%
Connections & All Others	375	510	0	72,639	0	6,279	0	0	165,000	0	0	0	244,803	0	0%
Interest on Investments	0	0	0	0	0	0	0	0	0	0	0	5,000	5,000	5,000	0%
Total Cash Inflows	10,242	36,482	109,462	781,318	253,717	14,905	7,489	9,873	199,723	658,183	198,280	16,989	2,296,664	2,030,000	13%
Cash Outflows															
Salary	61,708	57,881	55,378	63,242	67,937	61,839	74,884	74,884	74,884	74,884	74,884	67,884	810,285	814,603	-1%
Benefits	23,783	22,821	22,045	22,578	26,073	22,629	27,589	27,589	27,589	27,589	27,589	27,589	305,465	331,071	-8%
Supplies	2,670	2,260	4,325	6,117	14,975	9,135	1,247	4,112	10,676	6,592	3,835	8,967	74,911	71,494	5%
Professional Services	9,871	1,041	3,111	691	6,164	3,676	16,075	11,693	10,969	13,250	25,832	9,487	111,859	128,703	-13%
Communications	16	47	51	18	32	19	16	70	534	15	30	84	932	1,001	-7%
Travel	0	0	0	16	0	0	0	0	0	0	0	0	16	0	0%
Training	0	322	194	0	12	400	459	471	0	65	177	400	2,500	4,591	-46%
Operating Leases	5,902	5,318	5,434	5,498	5,379	5,401	6,026	5,875	7,066	6,766	5,598	6,206	70,468	71,869	-2%
Utilities	6,716	606	129	3,524	144	711	543	330	457	5,151	377	98,692	117,379	138,607	-15%
Repair & Maintenance	1,205	0	763	235	0	19,141	237	0	0	2,960	0	3,785	28,324	16,500	72%
All Other Miscellaneous	1,861	7,735	0	0	16,103	468	7,375	74	62	0	0	2,398	36,075	32,935	10%
Other Services & Charges	32,692	0	0	0	0	0	0	0	0	0	0	0	32,692	35,430	-8%
Intergovernmental	14,745	2,337	7,180	52,481	25,915	5,773	710	1,136	9,271	55,816	22,237	12,399	210,000	185,650	13%
Capital Equipment	1,373	19,446	0	0	0	0	0	0	0	0	0	10,000	30,820	48,145	-36%
Capital Projects	21,305	438	25,121	4,989	8,268	177,340	123,000	33,033	75,000	56,000	22,000	77,265	623,758	610,077	2%
Debt Service	0	0	0	0	53,215	0	0	0	0	0	0	0	53,215	53,448	0%
Total Cash Outflows	183,846	120,252	123,729	159,388	224,217	306,530	258,160	159,265	216,507	249,087	182,559	325,157	2,508,699	2,544,124	-1%
Ending Cash Balance	915,096	832,326	818,059	1,439,989	1,469,489	1,177,864	927,192	777,800	761,017	1,170,112	1,185,833	877,666	877,666		
Less: Capital Contingency Res	0	-92,117	-92,117	-92,117	-92,117	-92,117	-92,117	-92,117	-92,117	-92,117	-92,117	-92,117	-92,117		
Less: Operating Reserve	-225,113	-225,113	-225,113	-225,113	-225,113	-225,113	-225,113	-225,113	-225,113	-225,113	-225,113	-225,113	-225,113		
Ending Unrestricted/Unreserved	690,983	515,096	500,829	1,122,759	1,152,259	860,634	609,962	460,570	443,786	852,882	868,603	560,436	560,436		

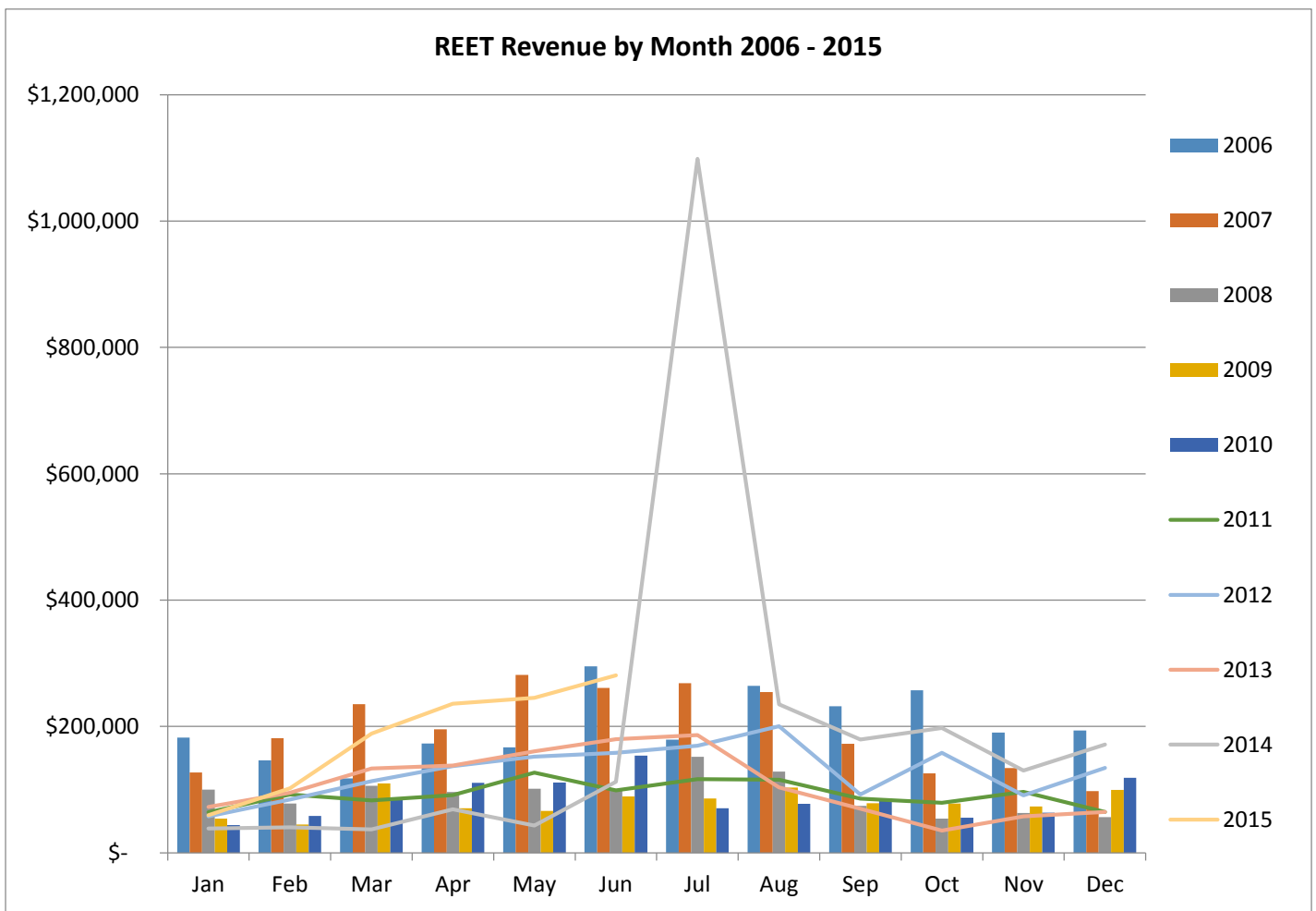
City of Bainbridge Island – Sales Tax Revenue by Month

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Jan	\$ 236,483	\$ 219,504	\$ 238,085	\$ 212,714	\$ 189,732	\$ 189,106	\$ 205,283	\$ 237,402	\$ 243,213	\$ 258,039
Feb	\$ 355,260	\$ 319,799	\$ 312,091	\$ 297,920	\$ 274,036	\$ 268,341	\$ 279,568	\$ 292,502	\$ 339,580	\$ 362,885
March	\$ 216,400	\$ 196,991	\$ 207,422	\$ 190,792	\$ 180,905	\$ 169,753	\$ 188,290	\$ 228,186	\$ 221,523	\$ 257,052
April	\$ 205,424	\$ 197,473	\$ 203,377	\$ 191,704	\$ 181,339	\$ 160,072	\$ 178,075	\$ 202,301	\$ 204,416	\$ 237,166
May	\$ 270,121	\$ 246,622	\$ 286,521	\$ 215,986	\$ 221,470	\$ 210,864	\$ 222,198	\$ 236,960	\$ 276,135	\$ 301,285
June	\$ 230,900	\$ 223,525	\$ 217,564	\$ 196,310	\$ 185,155	\$ 194,117	\$ 214,436	\$ 219,595	\$ 249,958	\$ 274,046
July	\$ 265,266	\$ 256,348	\$ 230,246	\$ 199,562	\$ 195,657	\$ 208,402	\$ 218,692	\$ 243,618	\$ 258,359	
Aug	\$ 335,870	\$ 289,879	\$ 314,816	\$ 246,855	\$ 244,534	\$ 227,289	\$ 254,724	\$ 267,935	\$ 308,249	
Sept	\$ 269,960	\$ 245,938	\$ 266,543	\$ 203,885	\$ 206,794	\$ 204,494	\$ 246,917	\$ 259,658	\$ 314,721	
Oct	\$ 276,576	\$ 245,045	\$ 246,320	\$ 211,308	\$ 202,197	\$ 216,759	\$ 281,750	\$ 271,165	\$ 303,767	
Nov	\$ 317,502	\$ 295,275	\$ 291,690	\$ 262,506	\$ 238,192	\$ 211,298	\$ 274,434	\$ 272,940	\$ 342,870	
Dec	\$ 222,131	\$ 240,261	\$ 238,019	\$ 198,354	\$ 203,377	\$ 207,654	\$ 243,492	\$ 248,242	\$ 280,385	
Total	\$ 3,201,894	\$ 2,976,662	\$ 3,052,693	\$ 2,627,895	\$ 2,523,388	\$ 2,468,148	\$ 2,807,859	\$ 2,980,504	\$ 3,343,176	\$ 1,690,473



City of Bainbridge Island – Real Estate Excise Tax (REET) Revenue by Month

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Jan	\$ 182,510	\$ 127,210	\$ 100,028	\$ 54,374	\$ 44,089	\$ 64,166	\$ 57,483	\$ 72,837	\$ 38,658	\$ 59,630
Feb	\$ 146,496	\$ 181,595	\$ 77,825	\$ 45,043	\$ 58,462	\$ 92,199	\$ 84,516	\$ 95,059	\$ 40,309	\$ 102,221
Mar	\$ 117,655	\$ 235,173	\$ 106,077	\$ 109,880	\$ 87,022	\$ 83,190	\$ 113,353	\$ 133,489	\$ 37,105	\$ 188,872
Apr	\$ 173,103	\$ 195,578	\$ 96,265	\$ 70,738	\$ 110,900	\$ 91,304	\$ 137,401	\$ 138,003	\$ 68,888	\$ 236,073
May	\$ 167,096	\$ 281,717	\$ 101,601	\$ 66,546	\$ 111,439	\$ 127,037	\$ 152,215	\$ 160,534	\$ 43,060	\$ 245,290
Jun	\$ 295,010	\$ 261,105	\$ 99,185	\$ 89,121	\$ 154,018	\$ 98,733	\$ 158,286	\$ 179,831	\$ 112,389	\$ 280,897
Jul	\$ 178,922	\$ 268,367	\$ 152,083	\$ 86,097	\$ 70,327	\$ 116,544	\$ 169,561	\$ 186,249	\$ 1,098,693	
Aug	\$ 264,477	\$ 254,654	\$ 128,564	\$ 103,410	\$ 77,446	\$ 115,906	\$ 200,514	\$ 103,356	\$ 235,139	
Sep	\$ 232,133	\$ 172,674	\$ 74,457	\$ 78,337	\$ 85,705	\$ 85,839	\$ 92,128	\$ 69,879	\$ 179,199	
Oct	\$ 257,145	\$ 125,706	\$ 54,150	\$ 77,926	\$ 55,621	\$ 79,061	\$ 158,266	\$ 35,393	\$ 197,658	
Nov	\$ 190,542	\$ 134,243	\$ 63,081	\$ 73,162	\$ 63,754	\$ 96,370	\$ 90,746	\$ 57,672	\$ 130,407	
Dec	\$ 193,534	\$ 97,556	\$ 56,328	\$ 99,779	\$ 118,865	\$ 64,507	\$ 134,438	\$ 64,735	\$ 171,384	
Total	2,398,622	2,335,578	1,109,644	954,412	1,037,647	1,114,856	1,548,909	1,297,037	2,352,889	1,112,983





City of Bainbridge Island
EXECUTIVE DEPARTMENT
MEMORANDUM

TO: City Council

FROM: Christine Brown, Paralegal/Public Records Officer
Morgan Smith, Deputy City Manager

DATE: August 5, 2015

RE: Annual Report on Surplus Property

This memorandum will provide an update on the status of the City's surplus properties and the progress made since the last report to Council.

During 2009-2011, the City undertook a comprehensive review of City-owned real estate. The result was a series of decisions to surplus various properties, with some properties identified as intended for transfer to the Bainbridge Island Metropolitan Park and Recreation District (BIMPRD), and some properties identified as candidates to be sold.

Table 1 identifies the inventory of properties designated as surplus during this period, the intended disposition as directed by City Council action, and the current status and disposition.

Table 1.

Property	Year of Surplus	Intended Disposition	Status
Head-of-the-Bay property (2 parcels)	2009	Market sale	City still owns. Ready to bring to market.
Miller Rd.	2009	Market sale	City still owns. Issues related to boundary lines and road maintenance agreement.
Weaver Well site	2009	Negotiated sale to affordable housing nonprofit, or market sale	City still owns. Ownership is assumed to belong to the Water Utility. Public Works is reviewing site.
Islander Mobile Home Park (IMHP) shares	2010	Market sale upon vacancy of individual shares	2 shares sold. City still owns 5 shares occupied by long-term tenants.
Aaron Ave. Tot Lot	2010	Transfer to BIMPRD	Transfer completed in 2010
Williams property	2010	Transfer to BIMPRD	Transfer completed in 2010
Yama property	2010	Transfer to BIMPRD	Transfer completed in 2010
Nutes' Pond	2010	Transfer to BIMPRD	Transfer completed in 2011
Fort Ward Parade Grounds	2011	Transfer to BIMPRD	Transfer completed in 2011
Blossom parcels	2011	Transfer to BIMPRD	Transfer completed in 2014
Lumpkin parcels	2011	Transfer to BIMPRD	Transfer completed in 2014
Schel-Chelb	2011	Transfer to BIMPRD	Transfer completed in 2012
Lovgreen Rd.	2011	Transfer to BIMPRD	City still owns; surplus resolution should be rescinded per recent decision to resume Public Works use of site
Manitou Beach tidelands	2011	Transfer to BIMPRD	City still owns
Meigs Farm (3 parcels)	2011	Transfer to BIMPRD	City still owns
Pritchard Park (3 parcels)	2011	Transfer to BIMPRD	City still owns

The following report provides an update on the current status of City-owned surplus properties:

- Properties intended for transfer to BIMPRD
 - ✓ Manitou Beach Tidelands
 - ✓ Meigs Farm
 - ✓ Pritchard Park
- Properties intended for market sale
 - ✓ Head-of-the-Bay
 - ✓ Islander Mobile Home Park Shares
 - ✓ Miller Rd.
 - ✓ Weaver Well site
- Other property
 - ✓ Lovgreen Rd.

Properties intended for transfer to BIMPRD:

- ✓ Manitou Beach Tidelands
- ✓ Meigs Farm
- ✓ Pritchard Park

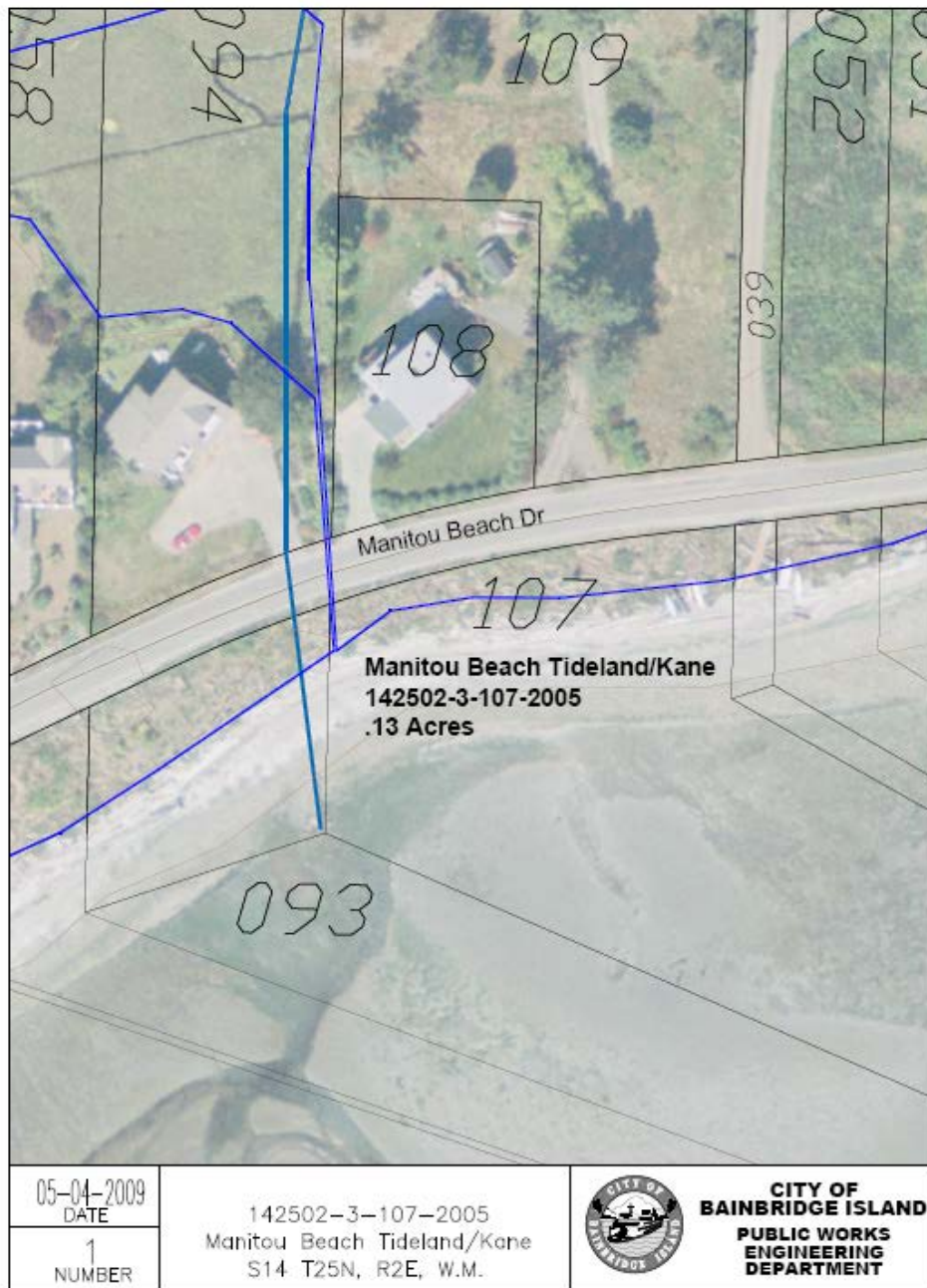
Manitou Beach Tidelands (Parcel No. 142502-3-107-2005)

Current Status:

The City is undertaking parking improvements to the adjacent, upland property in order to improve public access opportunities. Once the parking project is completed, the City intends to consider a surplus of the upland parcel and a potential transfer of both the upland and tideland parcels to BIMPRD for use as a passive park/open space.

Background:

- a. Description of the location and size of the property: This is a .13 acre tidelands parcel across Manitou Park Boulevard from an upland parcel also owned by the City.
- b. Description of the circumstances under which the property was obtained: The property was acquired by the Open Space Commission from Peter and Elyse Kane on March 12, 2003.
- c. Description of the funds used to acquire the property: Open Space Bond.
- d. Surplus Information: City Council surplused the property pursuant to Resolution No. 2011-16 and authorized its transfer to the Park District. An adjacent upland parcel owned by the City has not been surplused.



1.

1. Meigs Farm/Lovell (Parcel No. 152502-1-065-2008)

Current Status:

The City has been working with BIMPRD to transfer this property. Staff have identified a trail easement for the future continuation of the Sound to Olympics trail that will be dedicated prior to the transfer of the property to the Park District. An access and utility easement for the well will be reserved at the time of transfer, together with any water rights that may exist. Staff have met with the Bainbridge Island Land Trust, who hold a conservation easement on the property, to obtain BILT's approval for these easements. Once approval is received, the trail easement will be dedicated, and the City will forward transfer documentation to the Park District. This parcel will be transferred along with the Meigs/Lowery and Meigs/Salter properties.

Background:

- a. Description of the location and size of the property: This is a 19.83 acre parcel bordered on the east by Highway 305; to the north and west by Meigs Park and to the south by the Lowery property.
- b. Description of the circumstances under which the property was obtained: This parcel was purchased from Lovell Associates, Inc. (Gale Cool) on May 10, 2007 following a recommendation from the Open Space Commission.
- c. Description of the funds used to acquire the property: General Fund financed by LGTO bond and a \$425,000 grant obtained by the Park District.
- d. Surplus information: City Council surplused the property pursuant to Resolution No. 2011-16 and authorized its transfer to the Park District.
- e. Description: The property has been used as open space. It has a diverse bird population and is a major nesting area for red-wing and tricolor blackbirds. The property has large areas of wetlands, open water and drier land on the east side of the property. Walking trails interlace the meadow areas. There is a well on the property that reaches the Fletcher Bay aquifer, although the water right is unperfected. The well is currently being monitored by KPUD under a license agreement.

2. **Meigs Farm/Lowery (Parcel No. 152502-4-005-2005)**

- a. Description of the location and size of the property: This is a 5 acre strip extending along the southern edge of the Meigs Farm/Meigs Park parcels, located on the west side of Highway 305.
- b. Description of the circumstances under which the property was obtained: This parcel was purchased from Nancy Lowery on May 10, 2007 following a recommendation from the Open Space Commission.
- c. Description of the funds used to acquire the property: General Fund financed by LGTO bond and a \$425,000 grant obtained by the Park District.
- d. Surplus information: City Council surplused the property pursuant to Resolution No. 2011-16 and authorized its transfer to the Park District.
- e. Description: The property has been used as open space. It is similar to the Meigs Farm property to the north with the eastern edge being drier and the western portion containing wetlands. It borders Meigs Park and Meigs Farm.

3. **Meigs Farm/Salter (Parcel No. 152502-1-020-2002)**

- a. Description of the location and size of the property: This is a 4.79 acre parcel located off of Wardwell Road west of Highway 305.
- b. Description of the circumstances under which the property was obtained: It was obtained by the City from James and Lucile Salter for use as open space on November 1, 2001.
- c. Description of the funds used to acquire the property: General Fund.
- d. Surplus information: City Council surplused the property pursuant to Resolution No. 2011-16 and authorized its transfer to the Park District.
- e. Description: At the time of purchase, the City and Park District intended it to be a new south access for Meigs Park. It has been used as open space/passive park.



Pritchard Park (Parcel Nos. 352502-1-001-2001 and 352502-1-035-2001)

Current Status:

The City is working with BIMPRD to prepare to transfer the City's ownership of this jointly owned property. Transfer documents for the property (shown as Parcel A on the attached map) have been prepared and are undergoing internal review prior to distribution to the Park District for review.

Background:

- a. Description of the location and size of the property: This is a 49.5 acre parcel on the South side of Eagle Harbor at Bill Point. The Superfund site, 12 acres at the east end, and the parcel south of Eagle Harbor Road are currently not under consideration for transfer.
- b. Description of the circumstances under which the property was obtained: On May 14, 2003, the Trust for Public Land and the City entered into an Option Agreement under which the City purchased, in successive phases, two parcels of the Wycoff-Eagle Harbor Superfund Site in the years 2004-2006. Phase I of the purchase (Block A and C-1) closed on December 17, 2004, Phase II (C-2, south of Eagle Harbor Drive) closed on October 28, 2005 and Phase III (Block B, the Superfund site) closed on February 27, 2006. The parcels with Kitsap County Auditor's Parcel No. 352502-1-001-2001 Kitsap County Auditor's Parcel No. 352502-1-035-2001 are jointly held by the Park District and the City.
- c. Description of the funds used to acquire the property: State of Washington Department of Community, Trade and Economic Development (CTED) grant, Open Space Bond funds, Kitsap County Open Space Future Funds, Washington State Interagency for Outdoor Recreation (IAC Local Park), Federal Coastal Zone Management Funds, private funds (administered by Friends of Pritchard Park, a joint project among the Bainbridge Island Land Trust, the Bainbridge Island Japanese-American Community and Trust for Public Land).
- d. Surplus information: City Council surplused the property pursuant to Resolution No. 2011-16 and authorized its transfer to the Park District.
- e. Description: Jointly owned by the City and the Park District, the property is currently used as a passive park/open space with shoreline access. Most of the park is forested and developed with trails, a shared vehicle entrance with the Memorial, and a small parking area located off this entrance at the east end of the park. There is no formal joint park management plan in place.

The Nikkei World War II Exclusion Memorial, *Nidoto Nai Yoni*, is on the western 8.5 acres of the site, adjacent to Taylor Avenue. Taylor Avenue is the former site of the Eagledale Dock, where on March 30, 1942, 227 Bainbridge Island residents of Japanese descent were forced from the Island under Presidential Order 9066. In 2008 through federal legislation, the Bainbridge memorial site became a sub-unit of the Minidoka National Historic Site, part of the National Park Service system.

A City well is located at the end of Taylor Avenue, and there is a storm detention pond and swale near the Memorial walkway.

f. Transfer Issues: The City will need reserve necessary an easement in connection with the Taylor Avenue Well. Since much of the funding used to purchase Pritchard Park came from state and federal funding sources, the property has some deed restrictions that require that the property be used for what the funding was intended. The following is a list of the multiple deed restrictions that run with the property:

- Interagency Committee for Outdoor Recreation (IAC, now RCO) deed restriction (Phase I purchase - 2004)
 - Limits use to public outdoor recreation
- Kitsap County ILA (Phase I purchase - 2004)
 - Limits use to active and passive recreational uses as a public waterfront park
- Kitsap County ILA amendment (Phase II purchase - 2005)
 - Limits use to active and passive recreational uses as a public waterfront park
- NOAA deed restriction (Phase I purchase - 2005):
 - Title of the property is to remain vested with the City and the Park District unless approved by NOAA;
 - Limits use to conservation, educational and historical purposes and may not be converted to other uses, provided that a portion of the property shall be managed and used for the Japanese American Memorial; and
 - The City/Park District may rent or lease a portion of the property for such purpose to a not-for-profit entity
- NOAA deed restriction (Phase II – 2006-07)
 - Same as above
- CTED Funding (State Capital Project Program, Phase I purchase)
 - City must hold property for at least ten (10) years from the date the facility is occupied (Paragraph 25 of grant contract #04-99300)
- CTED Funding (State Capital Project Program, Phase II purchase)
 - City must hold property for at least ten (10) years from the date the facility is occupied (Paragraph 25 of grant contract #06-96100-434)

In addition, an environmental covenant was filed in connection with funding of the East Bluff Restoration Project (shoreline habitat restoration and public trail construction) by the Elliot Bay Trustee Council. The property may not be sold or transferred to any person who would utilize the restored area for purposes other than for habitat and passive recreational use. There are also maintenance guidelines for the restored area.



Properties intended for market sale:

- ✓ Head-of-the-Bay
- ✓ Islander Mobile Home Park Shares
- ✓ Miller Rd.
- ✓ Weaver Well Site

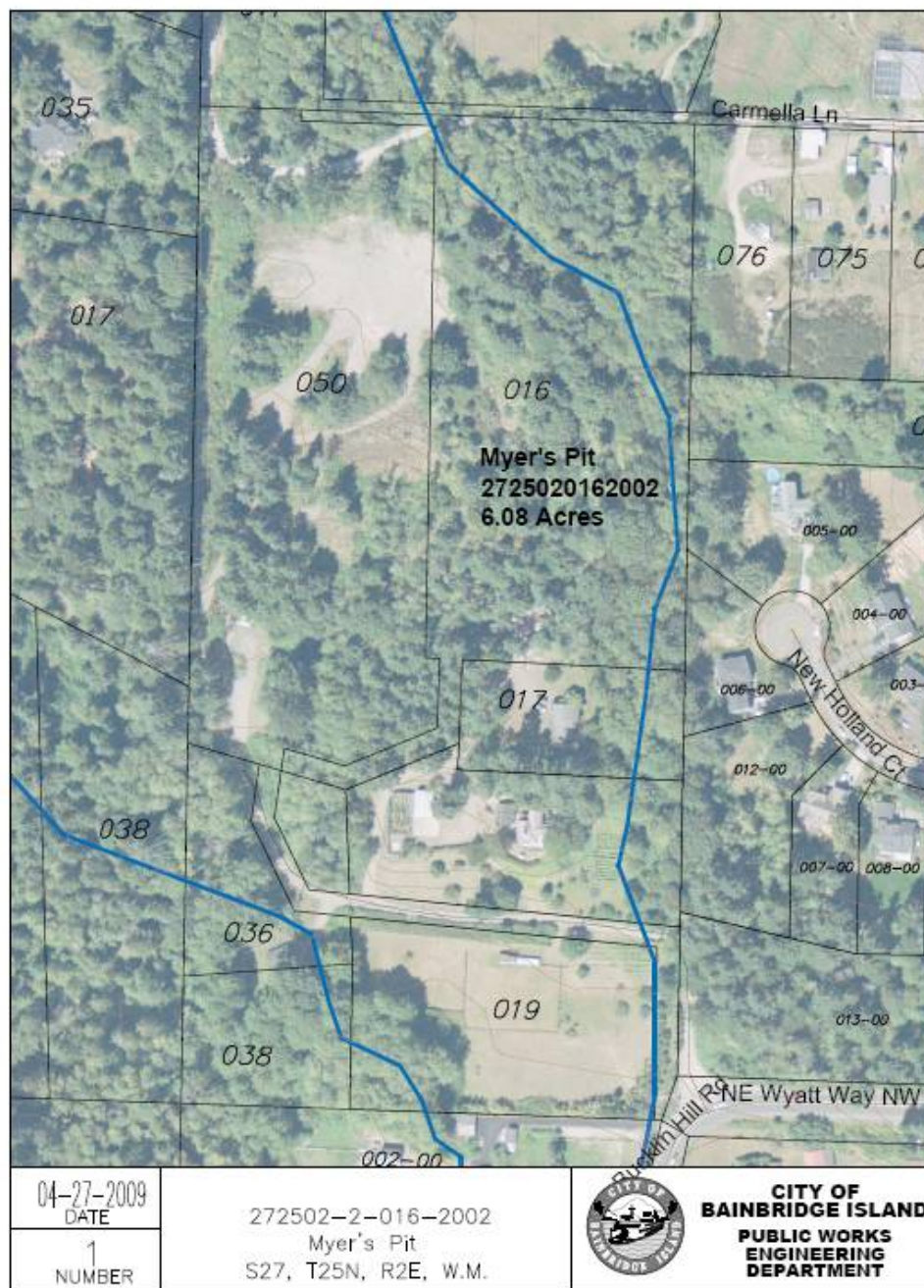
1. Head of the Bay Parcel (Myer's Pit) (Parcel No. 272502-2-016-2002)

Current Status:

In 2014, the City finalized a boundary line adjustment that resolved an encroachment with the property to the South and provided an access and utility easement along Carmella Lane. These parcels are ready to be marketed or sold, subject to the existing restrictions. Resolution No. 2009-24 specified that a conservation easement should be granted in favor of Bainbridge Island Land Trust along Cooper Creek to protect the salmon habitat and conservation work. A trail easement across the northern boundary will be retained to connect the Bethany Lutheran Church trail easement with the Lost Valley trail easements. As noted below, no active recreation facilities can be located at this site.

Background:

- a. Description of the location and size of the property: This is a 6.08 acre parcel in the Head of the Bay area just south of Carmella Lane; adjacent to the Old Decant Facility.
- b. Description of the circumstances under which the property was obtained: The purchase of this parcel was approved by City Council on May 9, 2001 under a Real Estate Contract with Kitsap County which was signed on August 13, 2001. Lovgreen Road and the Miller Road Shed were purchased under the same contract. The City paid the appraised price for two of the parcels and received the third parcel at no cost. Final payment was made in 2011. In connection with the Brewer Settlement Agreement, the City agreed that no active recreation facilities are permitted.
- c. Description of the funds used to acquire the property: General Fund.
- d. Surplus information: The parcel was surplus by Resolution No. 2009-24, and staff was authorized to list the property with a real estate agent through a multiple listing service or sell the parcel to Puget Sound Energy through a negotiated sale.
- e. Description: The parcel was used by Kitsap County for extraction of gravel and for stockpiling road building materials. The site was used by the Operations and Maintenance Department following the City's acquisition in 2001. It is unused at the current time.



2. Head of the Bay Parcel (Old Decant Facility) (Parcel No. 272502-2-050-2009)

- a. Description of the location and size of the property: This is a 6.2 acre parcel in the Head of the Bay area just south of Carmella Lane and adjacent to Myer's Pit.
- b. Description of the circumstances under which the property was obtained: City Council approved the purchase of this parcel on June 16, 1983 for use as a maintenance facility and new well site. The property was purchased from Kitsap County on September 12, 1983.
- c. Description of the funds used to acquire the property: General Fund; Limited Tax General Obligation Bonds issued under Limited Tax General Obligation Bond Ordinance No. 83-06. The final payment was made in 1993.
- d. Surplus information: The parcel was surplus by Resolution No. 2009-24, and staff was authorized to list the property with a real estate agent through a multiple listing service or sell the parcel to Puget Sound Energy through a negotiated sale.
- e. Description: The parcel was used as a decant facility and for storage of equipment by the Operations and Maintenance Department. It is unused at this time. Under the Brewer settlement agreement, no active recreation facilities are permitted.



Islander Mobile Home Park

Current Status:

The shares associated with 219 and 407 Madrona Way have been sold following vacancies. The remaining five shares are occupied by long-term tenants. The City will continue to pursue sale of individual shares if/when circumstances allow, and will continue to consider opportunities to transfer ownership of all five shares collectively to an appropriate organization.

Background:

- a. Description of the location of the property: The Islander Mobile Home Park property is located in downtown Winslow, just north of City Hall.
- b. Description of the circumstances under which the property was obtained: In 2003, after 30 years of ownership by a private individual, the Islander Mobile Home Park property was put up for sale. In 2004, the City purchased seven shares in the Islanders Mobile Home Park Association for affordable and income qualified housing purposes, all of which Shares were associated with residents who wanted to remain at the park but were financially unable to purchase a share in the Association.
- c. Description of the funds used to acquire the property: General Fund.
- d. Surplus information: The parcel was surplus by Resolution No. 2010-24 on August 25, 2010, and staff were authorized to sell the shares only as current residents choose to vacate and the shares become available. The sale price of the City's Shares will be generally calculated based upon the Multiple Listing Service data for appreciation/depreciation rates of residential real estate in the City, from the date of the City's initial purchase of the City's Shares, which calculation the City generally accepts as a fair and accurate estimate of the "fair market value."
- e. Description: The Islander Residents Association is a non-profit corporation formed with the stated purpose of purchasing the majority of the Islander Mobile Home Park and then owning and operating it as a mobile home park in perpetuity. The City purchased seven shares in the association, associated with the addresses 215, 219, 227, 301, 407, 510 and 512 Madrona Way (shown on attached map) and entered into subleases with the current residents.



Miller Road Shed/Old County Road Maintenance Site (Parcel No. 202502-1-049-2002)

Current Status:

The property was surveyed in 2011 and a boundary line adjustment was prepared to address conflicting legal descriptions. The survey also revealed that a portion of the road that serves the Island Cemetery parcel is on City property. An ingress and egress access easement was prepared to grant Island Cemetery use of the road. The boundary line adjustment was put on hold when agreement could not be reached with one of the property owners. That property has subsequently been sold. In addition to the boundary line adjustment and cemetery easement, a new ingress and egress access easement and maintenance agreement among all of the adjacent property owners will need to be finalized and recorded. The parcel should also be reviewed by the Non-Motorized Transportation Committee to see if retaining a trail easement is advisable.

Background:

- a. Description of the location and size of the property: A 3.28 parcel located at 8964 Miller Road NE adjacent to Kol Shalom and near Bainbridge Gardens.
- b. Description of the circumstances under which the property was obtained: The purchase of this parcel was approved by City Council on May 9, 2001 under a Real Estate Contract with Kitsap County which was signed on August 13, 2001. Lovgreen Road and Meyer's Pit were purchased under the same contract. The City paid the appraised price for two of the parcels and received the third parcel at no cost. Final payment was made in 2011.
- c. Description of the funds used to acquire the property: General Fund.
- d. Surplus information: The property was surplus by Resolution No. 2009-20 with authorization to list it for sale with a real estate agent through a multiple listing service.
- e. Description: The Road Shed site was used by Kitsap County as a storage and vehicle servicing facility for Kitsap County Public Works equipment. The property is zoned R-2; seven residential lots/units are permitted. There are no critical areas on the parcel. An access easement, along the northern property line, is granted to adjoining properties to the northeast. A well on the site was decommissioned to Department of Ecology standards on June 14, 2002.



Weaver Well Property (Parcel No. 272502-4-035-2005)

Current Status:

This property is under review by Public Works to develop a current assessment of the site's significance to the Water Utility.

Background:

- a. Description of the location and size of the property: This is a .69 acre parcel at the intersection of Shepard Way and Weaver Road NW, on the western edge of Winslow in a residential neighborhood. Note: An appraisal and 2000 study refer to this parcel as being .92 acres.
- b. Description of the circumstances under which the property was obtained: It was acquired by the Town of Winslow in the 1950s.
- c. Description of the funds used to acquire the property: Unknown; the Finance Department has no record of its purchase.
- d. Surplus information: The parcel was surplus by Resolution No. 2009-23 with the recommendation that the City retain water rights and an access and utility easement. The surplus recommendation specified that a negotiated sale with a nonprofit provider of affordable housing be attempted first, and if unsuccessful, the property may be listed through a multiple listing service.
- e. Description: The property has two City non-potable wells used to obtain water for use in the City's operations. There is a small shed on the west side. The City proposed locating a decant facility on this site in 1999-2000 but faced significant community opposition. The site is zoned R-3.5, but a stream divides the parcel. The stream is an unregulated class V stream, and there are no stream setback requirements for use of the parcel. A 2003 appraisal says that the parcel's highest and best use is subdivision into 3 lots. [Note: In 2003, staff arranged for an appraisal of the parcel in connection with a property transfer between departments. No information on this transfer could be found in the files.]



Other Surplus Properties:

✓ Lovgreen Rd.

Lovgreen Road (Parcel No. 092502-4-002-2006)

Current Status:

In 2014, the City determined to use this site for spoils disposal and completed the regulatory requirements for the use of the site. As it is now actively used for City operations, the City should rescind the surplus resolution for this site to clarify the property's status.

Background:

- a. Description of the location and size of the property: A 14.39 acre site located off of Miller Road.
- b. Description of the circumstances under which the property was obtained: The purchase of this parcel was approved by City Council on May 9, 2001 under a Real Estate Contract with Kitsap County which was signed on August 13, 2001. The City paid the appraised price for two of the parcels and received the third parcel at no cost. Final payment was made in 2011.
- c. Description of the funds used to acquire the property: General Fund.
- d. Surplus information: City Council surplused the property pursuant to Resolution No. 2011-16 and authorized its transfer to the Park District. In November 2014, Council chose to move forward with the re-use option that was presented.
- e. Description: This was the site of a former gravel pit. Mining operations ceased in 1992.



CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Ordinance No. 2015-17, Q2 2015 Budget Adjustments	Date: August 11, 2015
Agenda Item: Staff Intensive	Bill No.: 15-087
Proposed By: Ellen Schroer, Finance Director	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

Study Session:				Recommendation: Schedule 2 nd Reading May 12, 2014										
City Manager		☒ Yes	☐ No	☐ N/A	Legal		☒ Yes	☐ No	☐ N/A	Finance		☒ Yes	☐ No	☐ N/A

DESCRIPTION/SUMMARY

Action Item:

1st reading of Ordinance No. 2015-17 amending the 2015 Budget of the City and providing for uses not foreseen at the time the 2015 budget was adopted.

History:

Each quarter, staff provides detail on budget adjustments for Council approval. Attached for Council's consideration is an ordinance with first quarter budget adjustments.

RECOMMENDED ACTION

Motion:

I move that the City Council move Ordinance No. 2015-17 amending the 2015 Budget of the City to the August 25 business meeting consent agenda.



CITY OF BAINBRIDGE ISLAND
FINANCE AND ADMINISTRATIVE
SERVICES DEPARTMENT

MEMORANDUM

TO: City Council
Doug Schulze, City Manager

FROM: Ellen Schroer, Finance Director

DATE: August 11, 2015

RE: Second Quarter Budget Adjustments

The Finance and Administrative Services Department brings budget adjustments to Council for consideration on a quarterly basis. This timing allows real-time consideration of deviations from planned budget, and avoids the accumulation of a large number of year-end adjustments. In this set of adjustments, the items requiring new appropriation have all been previously discussed with and approved by Council. The action proposed in this agenda item officially amends the budget in accordance with the decisions made earlier this year.

The first two budget adjustments are related to City capital projects.

- Manitou Beach parking. This item provides additional appropriation authority and adds this project to the City Capital Improvement Program. The project will provide parking and facilitate public access to the site and adjacent 200' of City-owned tideland property. Council approved this item on June 2, 2015.
- Sound to Olympic, Phase 2. This item increases expenditure authority for this project to cover costs identified during the design phase. Funding will be transferred from other projects so 2015 City spending is not increased. Council approved this item on May 12, 2015.
- Public Art. This item increases expenditure authority for the Public Art project at the Waypoint. Council approved this item on July 7, 2015.
- Green Power. This item increases expenditure authority to reflect increased expenses for the City's participation in the Puget Sound Energy Green Power Program. Participation at the 100% level was approved on April 28, 2015.
- Community Services funding management. This item increases expenditure authority to cover support of the allocation process for human services funding by the Bainbridge Community Foundation.

The next budget adjustment accepts a grant and increases project spending authority:

- Lynwood Center Outfall. This grant from the Department of Ecology provides support for the outfall at Lynwood Center.

Thank you for your consideration of these requests.

Attachment:

Budget Adjustment Spreadsheet

TABLE ONE: Proposed Q2 2015 Budget Adjustments

SUBJECT	DESCRIPTION	FUND / Department	AMOUNT	Change to Appropriation
Manitou Beach parking	This item adds the Manitou Beach Parking project to the CIP and increases expenditure authority to cover design and construction of this new City facility.	General Fund/Public Works	\$ 45,000	Increase. Source: General Fund
Sound to Olympic Phase 2	This item increases expenditure authority for this project to cover costs identified during the design phase. Funding will be transferred from other projects so 2015 City spending is not increased.	Capital Construction/Public Works	\$ 85,000	Increase to project budget/Transfer of funds. Source: Capital Construction Fund
Public Art-Waypoint	This item increases expenditure authority for the Public Art project at the Waypoint.	General Fund/Executive	\$ 45,000	Increase. Source: General Fund/ Public Art Account
Bainbridge Community Foundation (BCF)	This item provides funding for the Bainbridge Community Foundation to monitor and distribute funding provided by the City to various community service organizations.	General Fund/Executive	\$ 22,000	Increase. Source: General Fund/Contingency
Green Power	This item increases expenditure authority to support Green Power	General Fund/Executive	\$ 20,000	Increase. Source: General Fund
Lynwood Center	This item accepts a grant from the Department of Ecology and increases expenditure authority by a corresponding amount for the Lynwood Center outfall project.	SSWM/Public Works	\$ 14,900	Increase. Source: SSWM/Grant

ORDINANCE NO. 2015-17

AN ORDINANCE of the City of Bainbridge Island, Washington amending the 2015 Budget of the City and providing for uses not foreseen at the time the 2015 budget was adopted.

WHEREAS, on November 10, 2014 the City Council adopted the budget for 2015 by Ordinance No. 2014-33; and

WHEREAS, a number of situations have occurred during 2015 which require the City to expend money on items, projects and categories not included in the 2015 Budget; now, therefore,

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

Section 1. Ordinance No. 2014-33 and the 2015 budget are each amended as shown on the attached Exhibit A.

Section 2. The City's Finance Director is authorized and directed by this ordinance to make the necessary changes to the 2015 Budget. The Finance Director is further directed to make sufficient interfund equity transfers from the appropriate funds to cover the added amounts authorized by this ordinance.

Section 3. The Finance Director is authorized and directed to properly account for the Building and Development Services activities of the City and to transfer such expenditures as are appropriate under Generally Accepted Accounting Principles from the General Fund to the Building and Development Services Fund provided that such transfers do not authorize an increase in expenditures.

Section 4. This ordinance shall take effect and be in force five days from and after its passage, approval and publication as required by law.

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

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

Anne S. Blair, Mayor

ATTEST / AUTHENTICATE:

Rosalind D. Lassoff, City Clerk

FILED WITH THE CITY CLERK:	August 5, 2015
PASSED BY THE CITY COUNCIL:	
PUBLISHED:	
EFFECTIVE DATE:	
ORDINANCE NO:	2015-17

ORDINANCE NO. 2015-17, 2015 BUDGET AMENDMENTS

presented to City Council _____, 2015

approved on _____, 2015

SUBJECT	DESCRIPTION	FUND / Department	AMOUNT	Change to Appropriation
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CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Public Safety Facility Interim Financing	Date: August 11, 2015
Agenda Item: Staff Intensive	Bill No.: 14-008
Proposed By: Ellen Schroer, Finance Director	Referral(s):

BUDGET INFORMATION

Department/Fund: Executive/Finance	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:

Staff will provide Council with information about interim financing options for the Public Safety Facility. Council can provide direction at this time, or can request that staff bring further information back at a future meeting.

Background:

The City is proceeding with planning for a Public Safety Facility and has passed a ballot proposition ordinance. As the project continues, some costs, such as land purchase, design services, or other related costs, may come before bonds are issued. Project costs would be reimbursable from a future bond issue, but bond proceeds will not be available until after the November election.

The amount of interim costs is related to the timing of the bond issue. Assuming approval of the ballot proposition, if bonds are marketed in December 2015, proceeds could arrive in early 2016. In this case, interim costs would be primarily for land acquisition (estimated at \$2.5 million) and other preparatory costs. The 2015 budget included \$500,000 for this project, which would help cover these costs, thus the interim financing need would be roughly \$2.0 - \$2.5 million. If the bonds were not issued until 2016, interim costs would include land, and could also include other costs such as staffing, design and initial construction. In this case, the interim financing need would be higher, roughly \$5.0 million or more, depending on timing of the bond issue and the project. Please note that long-term financing costs are not locked-in until bonds are issued to takeout any interim financing.

Timing of the bond issue is dependent on several factors, foremost the actions of the voters and Council. In addition, completing the rating and issuance process can take as little as four weeks, but more typically two or three months. Finally, the City must be ready to make a final decision on the amount of bonds to issue.

Continued on Page 2

RECOMMENDED ACTION

Information only.

DESCRIPTION/SUMMARY (continued)

The City has several options to pay for interim costs. Options include:

- Paying cash from current fund balance and reimbursing the General Fund after bonds are issued. Authority for the expenditures can come from existing appropriation authority or may require a budget amendment. There would be no financing cost to this option.
- Making an interfund loan from another City fund. If the loan is made from a utility fund, interest charges will apply and be paid to the utility. A loan and loan terms are authorized by Council resolution. The financing cost to this option would be the LGIP interest rate, which is currently 0.16%.
- Procuring interim financing from an outside source. Interim financing can take the form of Bond Anticipation Notes (BANs) or a Line of Credit; additional information is provided below. In both cases, repayment can be made from voter-approved (UTGO) or Councilmanic (LTGO) bonds. The type of repayment is specified in the delegation ordinance, so it would be necessary to wait until after the November election if the interim financing will be repaid from voter-approved bonds. It would be possible to issue Councilmanic (LTGO) BANS before the election, which could be repaid by voter-approved bonds, or by other sources. As this type of financing includes work by the City's outside financial advisor and bond counsel, there is an additional cost, although it is not likely to be significant. The interest rate would be determined by the lending institution, but could be approximately 1.50% in today's market.
 - Bond Anticipation Note – typically a fixed rate structure with all proceeds received at closing. May be repaid immediately upon issuance of bonds, or structured for a longer repayment.
 - Line of Credit – technically, a line of credit is a type of bond anticipation note, but has a variable rate and draw-down structure. Under this type of financing, the City can draw the proceeds as needed, as opposed to receiving them all at one time.

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Public, Educational, and Governmental (PEG) Equipment Purchases for Council Chamber Improvements	Date: August 11, 2015
Agenda Item: Staff Intensive	Bill No.: 15- 156
Proposed By: Doug Schulze, City Manager	Referral(s):

BUDGET INFORMATION

Department: Executive	Fund: General/PEG	Munis Contract #
Expenditure Req: \$245,606.84	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:

Authorize the City Manager to expend PEG funding, and accept the proposal from Advanced Broadcast Solutions to improve the Council Chamber facility as described in attached proposal. The project amount is \$238,453.24, with an additional 3% contingency of \$7,153.60, for a total budget of \$245,606.84.

Background:

There are many components within the Council Chambers that can be replaced to improve the broadcast quality and overall functionality of the room. Funding for the project will be from the accumulated PEG fund, which is generated by monthly fee collection via the cable franchise agreement with Comcast.

Summary of proposal provided by Advanced Broadcast Solutions:

Replace video cameras with high definition model, for a total of four cameras
Replace video broadcast system equipment
Replace all dais microphones, and add wireless system for work table area use
Replace all audio equipment: receivers, amplifiers, and audience area speakers
Replace all lighting with LED: dais spotlight system, and pendant lights to replace stadium type lighting
Replace ceiling mounted projector with high-intensity model
Replace large wall-mounted projection screen
Add remote touch panel control of all components
Provide two field kits for portable recording use, to include camera, tripod, microphone, lighting kit, and case

RECOMMENDED ACTION

Motion:

I move that the City Council authorize the City Manager to accept the proposal for PEG Council Chamber Improvements, and allocate payment in the amount of \$245,606.84 from the PEG fee fund.



SYSTEM PROPOSAL



City of Bainbridge Island
AV System Upgrade
280 Madison Avenue North
Bainbridge Island, WA 98110-1812

811 South 192nd Street; Suite 100
SeaTac, Washington 98148
(206) 870-0244
www.advancedbroadcastsolutions.com



811 South 192nd St #100
Seatac, WA 98148-2207
Ph: (206) 870-0244
Fax: (206) 299-9990
www.advancedbroadcastsolutions.com

As President of Advanced Broadcast Solutions and on behalf of my associates, I would like to thank you for the opportunity to be your partner in the design of the Council Chambers AV System.

One of the greatest benefits offered by ABS is that we are big enough to easily complete your project cost effectively and on-time, but small enough that I am just a phone call away at 206-890-2598 (mobile).

All of us at Advanced Broadcast Solutions would like to again thank you for this opportunity.

Warmest regards,

A handwritten signature in black ink, appearing to read 'Mark Siegel', with a stylized, flowing script.

Mark Siegel
President
Advanced Broadcast Solutions



PROJECT DESCRIPTION

City of Bainbridge Island is looking to upgrade the existing audio and video systems in the Council Chamber and convert the Storage Room into a Control Room.

CURRENT ISSUES

- Broadcast video system is standard definition (SD) and does not have enough cameras
- Projection system is not bright enough and will need to be upgraded to support HD video
- Overall sound quality is poor
- Currently there is no way to record audio for planning meetings in the center of the room
- Lighting for the Dias is insufficient for HD video and not energy efficient
- Overhead house lighting is not energy efficient and is a different color temperature than the Dias lights creating color issues with HD video

SCOPE OF SERVICES

REMOVAL OF EQUIPMENT

ABS will remove the following equipment from the Council Chamber prior to integration:

1. Cameras
2. Gooseneck microphones
3. Projector and projection screen
4. Speakers
5. Lighting fixtures
6. Equipment rack in the storage closet

Customer is responsible for disposal of all equipment once removed by ABS

VIDEO SOURCES

1. ABS will provide and install four (4) Panasonic robotic PTZ cameras
2. ABS will provide and integrate a video interface for the presentation computer in the movable podium
3. ABS will integrate the existing Lifesize conferencing codec into the video system
4. ABS will integrate the document camera into the video system



BROADCAST VIDEO

1. ABS will provide and install a Broadcast Pix video switcher with integrated clip player, CG (computer graphics) and multi-viewer in the Control Room
2. ABS will provide and install two (2) monitor in the Control Room for control of the Broadcast Pix video switcher
3. ABS will provide and install one (1) AJA digital disk recorder
4. ABS will provide and install one (1) AJA video router and control panel
5. ABS will provide and install one (1) small TV for a return air monitor

AUDIO SYSTEM

1. ABS will provide and install Sennheiser PPT (push-to-talk) microphones with speakers built into the desktop stands
2. ABS will provide and integrate eleven (11) pendant speakers at the existing speaker locations
3. ABS will integrate the existing Lifesize conferencing audio into the system
4. ABS will provide and integrate four (4) wireless microphones to be used for recording meetings in the middle of the room (planning meetings etc)
5. All audio levels will be automixed by a Symetrix DSP (digital signal processor) to feed the speakers and on-air program video feed.

LIGHTING

1. ABS will provide and install a new lighting bar with ten (10) Chroma-Q LED fixtures for lighting the Dias and podium
2. ABS will provide and install twelve (12) Light Source LED pendant fixtures for general house lighting
3. ABS will provide lighting controllers at the entrance to the Chambers and the Clerk position

CHAMBER VIDEO

1. ABS will provide and install a new 16:9 fixed frame projection screen and 8,500 lumen HD Panasonic projector
2. ABS will provide and install two (2) wall mount 55" HD displays
3. ABS will provide and install a simple touch panel in the Council Chamber to control power on/off of the projector and LCD's, provide capability of adjusting audio volume in the room and video source switching for the video displays

FIELD KITS

1. ABS will provide two (2) field camera kits with a Panasonic camera with Sennheiser wireless mics and lighting kit



811 South 192nd St #100
Seatac, WA 98148-2207
Ph: (206) 870-0244
Fax: (206) 299-9990
www.advancedbroadcastsolutions.com

CUSTOMER RESPONSIBILITIES

Customer is responsible for providing the following:

1. All electrical needs as specified by ABS
2. All conveyance paths as specified by ABS
3. Disposal of all equipment once removed by ABS
4. Clean work area free of chairs and debris during any wire pulls or overhead work
5. Functional Lifesize video conferencing system
6. Re-surfacing the existing acoustical treatment with a contrasting, non “flesh-tone” color



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PROPOSAL

		Date	8/4/2015		
		Estimate	16984		
		Project	15046 Council Chambers		
Item	Description	Qty	Unit	Total	
	VIDEO SOURCES				
AW-HE130WPJ	Panasonic AW-HE130 HD Integrated Camera (White)	4	7,546.30	30,185.20T	
NB-AVCB-W	NigelB White Finish Anti-Vibration Multi-Camera Bracket	4	379.95	1,519.80T	
560849	Intellinet Network Solutions 16-Port Fast Ethernet PoE+ Switch	1	237.50	237.50T	
VC-1-SC	Roland Systems Group - Up/Down/Cross Scan Converter to/from SDI/HDMI with Frame Sync	2	995.00	1,990.00T	
	SUBTOTAL			33,932.50	
	BROADCAST VIDEO				
MICA	BroadcastPix - HD switcher with 8 HD/SD SDI inputs, 1 SDI key cut input, 2 channels clips, 2 channels animations, 4 channels graphics. Outputs 6 HD/SD SDI, 2 DVI, with program, preview, clean feed, PowerAuxA and B. Comes standard with 3 keys with option to upgrade to six keys. Each keyer has a DVE for PiP. 250GB Clip store holds up to 30 hours of H.264, ProRes and DNxHD clips. Harris GS CG. Fluent-View monitoring is customizable on 2 monitors with all inputs, file libraries, keys, 4 outputs, clocks and touch-screen enabled. Fluent-Macros automate effects with switcher and file recalls. Virtual Sets with easy set creation. Network file-based workflow with Fluent Watchfolders. 3 panel licenses for physical and SoftPanels. Device control of AJA recorders and Blackmagic HyperDeck Studios and ViewCast Streamers. Minimal constant system delay. Version 4.0 software with ClearKey chromakeyer. Mica is 4RU. Ships with keyboard, mouse, owners manual. Monitors not included. All new systems shipping prior to the release of Version 4 will receive a free upgrade.	1	15,500.00	15,500.00T	
1000 Panel	Broadcast Pix - 1000 - 1000 Control Panel - Granite, Mica or Slate	1	5,620.31	5,620.31T	
802	Broadcast Pix - Panasonic Camera Control, Control up to 9 Panasonic cameras, software only.	1	890.63	890.63T	
601	Broadcast Pix - On site Training: First Day. Includes expenses in North America, with 4 weeks notice.	1	2,000.00	2,000.00T	
997-7346	Planar - PXL2430MW 24" Class Widescreen LED Backlit Multi-Touch Monitor - 1080p, 1920 x 1080, 1000:1 Native, 60Hz, 5ms, HDMI, DVI, VGA, USB	2	211.25	422.50T	
LABvault-HD	High-Definition Digital Video Player/Recorder	1	4,495.00	4,495.00T	
HD10AMA	AJA Video Systems - HD/SD 4-ch. Analog Audio Embedder/Disembedder, balanced XLR	1	729.00	729.00T	
Custom Console	Custom Video Console w/ 2 Equipment racks Below	1	3,995.00	3,995.00T	
LN22D450	Samsung - 22" LCD HDTV (with RF Input and tuner)	1	286.25	286.25T	
	SUBTOTAL			33,938.69	
	AUDIO				
502759	Sennheiser Electronics - ADN C1 Chair unit with 15-inch gooseneck and KE10 supercardioid microphone capsule	2	599.95	1,199.90T	
502758	Sennheiser Electronics - ADN D1 Delegate station with 15-inch gooseneck and KE10 supercardioid microphone capsule	8	549.95	4,399.60T	
USADNCU1KIT	Sennheiser Electronics - ADN central unit for up to 40 conference mics , bundled with RMB2 rackmount kit	1	3,999.95	3,999.95T	

Subtotal

Sales Tax (8.7%)

Total



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		Date	8/4/2015		
		Estimate	16984		
		Project	15046 Council Chambers		
Item	Description	Qty	Unit	Total	
I15-L	Sennheiser ME36 lobar mini shotgun capsule, MZH3015 gooseneck, MZT30 flange mount and MZS31 shock mount	1	439.95	439.95T	
MX690	Shure Cardioid Condenser with Integrated Wireless Transmitter, Programmable Mute, Bi-Color Status Indicator.	4	519.00	2,076.00T	
SLX4	Shure Diversity Receiver with PS23US Power Supply, 1/4 Wave Antenna, and Rack Mounting Hardware	4	380.00	1,520.00T	
UA844SWB	Shure - Wideband UHF Four-Way Active Antenna Splitter and Power Distribution System for SLX and ULX. 120V External Power Supply includes Power and Antenna Cables, 470-952 MHz	1	430.30	430.30T	
Radius 12x8	Symetrix Radius 12x8: Dante gigabit network audio. 12 mic/line inputs, 8 outputs.	1	3,129.00	3,129.00T	
RS500i-BK	SoundTube 5.25" coax pendant speaker, black	11	235.00	2,585.00T	
PA2250T	EV Dual Channel Commercial Sound Power Amplifier, 2 x 270 watts at 4 ohms, 70V/100V or Low Impedance Operation, Compact 2RU Chassis, 110/120 vac operation	1	595.00	595.00T	
	SUBTOTAL			20,374.70	
	LIGHTING				
CHSFD12NF	Chroma-Q STUDIO FORCE D 12 w/yoke and 3FT PowerCon to Male Edison Tail	10	1,280.00	12,800.00T	
CHCFBL12	Chroma-Q BORDER LIGHT LENS FORCE 12	7	52.00	364.00T	
CHCFCL12	Chroma-Q CYC LENS FORCE 12	3	52.00	156.00T	
CHCFBD12	Chroma-Q COLOR FORCE 12, BLACK BARN DOOR	10	130.00	1,300.00T	
LED House Light...	The Light Source LED Dimming 100 Watt Fresnel Pendant Light	12	1,428.00	17,136.00T	
LAS-1020-R-CB-...	The Light Source Cylinder Casing, Black Anodized	12	199.0075	2,388.09T	
Opto Branch 4	Elation 19" 4 Way DMX Distributor single space rack mount	1	211.11	211.11T	
SR516D	Lightronics - Desktop Lighting Controller	1	749.00	749.00T	
AC1109	Lightronics Unity Architectural Remote Station	1	280.00	280.00T	
ABS Materials	Black pipe and rigging supplies for mounting light fixtures	1	992.00	992.00T	
	SUBTOTAL			36,376.20	
	CHAMBER VIDEO				
Hi5	AJA Video Systems - HD/SD SDI to HDMI, includes 1-meter HDMI cable [DWP Included]	3	345.00	1,035.00T	
PT-DZ870UK	Panasonic - i-Chip DLP Projector, 8,500 lumens, 1920x1200 pixels with standard lens	1	13,995.00	13,995.00T	
78695V	Da-Lite Da-Snap HDTV 78" x 139" 159" Diag Projection Screen	1	1,947.00	1,947.00T	
60-548-02	Extron TLP 700TV 7" Tabletop TouchLink Touchpanel	1	1,870.00	1,870.00T	
60-1071-02	Extron Electronics - IPCP 505, IP Link Control Processor	1	2,590.00	2,590.00T	
	SUBTOTAL			21,437.00	
	FIELD KITS (2)				
AG-AC160APJ	Panasonic AVCCAM Camcorder w/VFR, HDSDI	2	4,184.035	8,368.07T	
VW-VBG6PPK	Panasonic 7.2 V 5,800 mA Battery for AG-HMC70 & HMC150	2	185.00	370.00T	
SDSDXP-064G-A46	SanDisk 64 GB SDXC Memory Card Extreme Pro Class 10 UHS-I	4	69.0025	276.01T	
ALLEX KIT	Libec Allex KIT,Tripod system, 75mm ball head with Pan Bar, MLS Tripod and Soft Case	2	485.005	970.01T	
EW100ENGG3-G	Sennheiser: EW100ENGG3-G Stereo in-ear phones (standard 39 in. cable)	2	729.995	1,459.99T	

Subtotal

Sales Tax (8.7%)

Total



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		Date	8/4/2015		
		Estimate	16984		
		Project	15046 Council Chambers		
Item	Description	Qty	Unit	Total	
MD46	Sennheiser Electronic - Handheld cardioid dynamic for field ENG/EFP, MZQ800 clip not included (15.0 oz)	2	199.005	398.01T	
SEMKE600K2	Sennheiser MKE-600 Shotgun Microphone Complete HD SLR Kit	2	880.005	1,760.01T	
IB508-KIT	iKan: IB508-KIT 3 Point Dual Color Light Kit.	2	1,832.01	3,664.02T	
DVO-3R	Portabrace Camcorder & Matte Box Carrying Case	2	370.00	740.00T	
	SUBTOTAL			18,006.12	
Freight	Estimated Freight		5,310.00	5,310.00T	
	SUBTOTAL			5,310.00	
ABS Integration	INTEGRATION ABS - Design, Documentation and Integration Services per attached Scope of Work		43,520.00	43,520.00T	
ABS Materials	Materials for integration of AV systems		4,973.00	4,973.00T	
Rental	Lift Rental for on site rigging		1,500.00	1,500.00T	
	SUBTOTAL			49,993.00	
	SUBTOTAL			219,368.21	
				Subtotal	\$219,368.21
				Sales Tax (8.7%)	\$19,085.03
				Total	\$238,453.24



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PAYMENT SCHEDULE

Project Total	\$ 238,453.24
*Contingency 3%	\$ 7,153.60
**Total Budget	\$ 245,606.84

Payment	Milestone	Amount	Terms
1	30% Deposit	\$ 71,535.97	Due on receipt
2	Delivery of System On Site	\$ 143,071.94	Net 15
3	Completion of Integration	\$ 23,845.32	Net 15
	Total	\$ 238,453.24	

**The Contingency is a pre-allocated amount for any Change Order events that arise during the duration of the project. All Change Orders are submitted to the client for approval prior to any costs being incurred or execution of a change request.*

***The Total Budget is an approved "not to exceed" amount and inclusive of Change Orders.*



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PURCHASE AGREEMENT

This Agreement is made and entered into by and between:

Advanced Broadcast Solutions LLC

Hereinafter referred to as "ABS", a company with limited liability, having its registered offices at:

811 South 192nd St Suite 100
Seatac, WA 98148
(206) 870-0244

And City of Bainbridge Island

Hereinafter referred to as the 'Customer' having its principal place of business at:

280 Madison Avenue North
Bainbridge Island, WA 98110-1812

Agreement Date: 7/16/2015
Project Name: AV System Upgrade
Project Number: 15046

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. **Description of AV System and Services.** Customer is purchasing the audio-visual system ("AV System") which includes equipment and related services described in the Proposal attached hereto and made a part hereof from ABS. The specific work to be performed by ABS is the installation of the specified system as outlined in the Scope of Services of this Proposal.
2. **Purchase Price.** The total amount to be paid by the Customer for the Proposal (subject to additions and deductions by written Change Orders) shall not exceed the total specified in the Proposal. Progress payments will be made according to the Payment Schedule. Equipment will be ordered upon receipt of payment.
3. **Change Orders.** All changes to the Scope of Services are to be submitted in writing by the Customer. ABS will evaluate the impact of the requested change and submit to Customer in writing a Change Order detailing the requested change, adjustments to pricing and completion timing, if any. Return of the Change Order to ABS with signature of authorized agent of the Customer shall be considered acceptance of the same and shall be considered a binding part of this Agreement.
4. **Contingency Budget.** A pre-allocated amount of funds for any Change Order events that arise during the duration of the project as outlined in the Payment Schedule.
5. **Payment Default.** All payments are to be made to ABS as outlined in the Payment Schedule. Failure to pay an invoice within ten (10) days after written notice of such default will result in all of the liabilities and obligations of the Customer to ABS and without further notice to the Customer, become due and payable. Customer shall be charged cumulative interest of one percent (1.5%) per month on all amounts past due.
6. **Product Substitutions.** ABS reserves the right to substitute equipment of equal or better quality due to product unavailability or discontinuation. ABS will be held harmless in case of product unavailability or discontinuation.
7. **Return Policy.** No returns will be accepted without prior approval from ABS and are subject to a minimum 25% restocking fee. Due to certain legal and health restrictions, computer software (copyright legislation mandates no returns on opened software), internal earphones, earplugs, microphones, computers, fog fluid, cleaning products, demo gear,



wire, and lamps are exempt as are any items special ordered from a manufacturer for a specific project. Any returned items must include the original packaging complete with all components including the warranty card and owner's manual and show no signs of wear or abuse. All products included in this Proposal are part of a custom engineered solution by ABS for the Customer.

8. **Passing of Title/Risk of Loss.** Title to the AV System shall pass to the Customer only after the purchase price is paid in full. Risk of loss, however, shall pass to the Customer upon delivery of the AV System to the place of delivery.
9. **Place of Delivery.** ABS shall deliver the AV System to the address specified in the Proposal.
10. **Location Access.** Customer agrees to provide access to the address specified in the Proposal as requested by ABS, including outside normal business hours.
11. **Labor.** All labor is provided by ABS, licensed contractor (WA #ADVANS888NP, OR #194857, CA #985287), and licensed subcontractors as necessary. ABS shall purchase and maintain such insurance necessary to protect from claims under workers compensation.
12. **Liabilities and Limitations of Damages.** ABS or its suppliers shall not be liable for (a) any loss of profit, loss of use or data, interruption of business, or for indirect, special, incidental or consequential damages of any kind, (b) any claim against the Customer by any third party, (c) any representation or warranty made to any third party by the Customer, (d) failure of the equipment to perform as specified by manufacturer, (e) notwithstanding anything in this agreement to the contrary and except for death or personal injury caused by the negligence of ABS. ABS' entire liability to customer for damages concerning performance or nonperformance by ABS or in any way related to the subject matter of this agreement, and regardless of whether the claim for such damages is based in contract or in tort, shall not exceed the amount received by ABS from Customer for this Proposal.
13. **Delay of Work.** Work that is delayed at any time in the progress of the project due to delay of Customer responses as requested by ABS, manufacturer delivery, change orders, fire, labor disputes, acts of God or other causes beyond ABS's control, the completion schedule for the work or affected parts of the work shall be extended by the same amount of the time caused by the delay and may result in a Change Order event.
14. **Substantial Completion:** The progress stage of the AV System is sufficiently complete in accordance with the Scope of Services so that the Customer may occupy or utilize the AV System for its intended use with only minor work (punch-list items) remaining.
15. **Completion:** The AV System project is complete once all equipment has been delivered, all work has been completed including punch-list items, and the AV System performs as described in the Proposal. Upon completion, ABS will deliver updated As-Built system drawings, equipment serial numbers, manufacturer warranty information and technical contact information within thirty (30) days after the date of completion.
16. **Training.** The purchase price includes an overview of the operational functionality of the AV System for the Customer by ABS. Equipment specific operational training will be provided by either a manufacturer or ABS representative as outlined in the Proposal, if none is listed then none will be provided. The parties agree that ABS's sole obligation for training is to supply a qualified instructor for the designated number of hours in the Proposal. ABS neither warrants nor represents that after such training any specific individual(s) will be able to properly use or operate the AV System. Any additional training will be billed at ABS's then prevailing labor rate.
17. **Limited Warranty.** ABS warrants that the AV System shall be in good working order, free of parts that are defective in material or workmanship. All goods are provided with the manufacturer's warranty only. ABS's sole obligation under this warranty is limited to correction of any defect or failure and/or replacement of the defective parts or material without charge. ABS will, during normal business hours, repair or replace such part or parts at no charge to Customer for a period of 90 days from the date of installation. Labor charges for warranty service performed outside of this time period will be billed at ABS's then prevailing rate. ABS guarantees workmanship supplied under this Agreement for a period of one year from date of installation. This is the only warranty made and is in lieu of all other warranties, express, implied, or statutory. Warranty coverage will not be extended for damage due to fire, water or other liquid spills, storm, burglary, power line fluctuations, accident, negligence, abuse, or if serviced by personnel other than an Authorized ABS Service Representative.
18. **Confidentiality.** "Confidential Information" shall mean this Agreement and all information a party discloses to the other which has been either characterized in writing as confidential at the time of its disclosure or orally characterized as confidential at the time of disclosure and reduced to writing and designated "Confidential" subsequent to such disclosure, except for information which the receiving party can demonstrate: (a) is previously rightfully known to the receiving party without restriction on disclosure; (b) is or becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or public domain; (c) is disclosed to the receiving party by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by the receiving party without access to the Confidential Information. The receiving party shall not use the disclosing party's Confidential Information other than in the course of its duties for this Proposal. Without the prior written consent of the disclosing party, the receiving party shall not reveal the disclosing party's Confidential Information except on a "need to know" basis to an employee or contractor (including, without limitation, attorneys, architects and other professionals providing services to Customer in connection



with the development of the AV System) and shall notify such parties of the confidential nature of such information. If a receiving party is legally compelled to disclose any of the disclosing party's Confidential Information, then, prior to such disclosure, the receiving party will assert the confidential nature of the Confidential Information and cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event such protection is not obtained, the receiving party shall disclose the Confidential Information only to the extent necessary to comply with applicable the legal requirements.

19. **Customer's Obligations.** Customer will furnish AC power provisions as specified by ABS including but not limited to conduit wiring, boxes and terminations. Customer will provide for the duration of the project, safe and secure storage for equipment shipped to project site, but not installed in final locations. Customer will provide insurance against loss due to theft, damage, fire or other peril once material reaches project site. Customer is responsible for any underground trenching or laying or supplying of conduit for outside wiring. Customer will provide all furniture for control areas, unless otherwise specified in the Proposal. Customer is responsible for the removal of any existing equipment or fixtures prior to installation, unless otherwise specified by ABS in the Proposal. If job is a retrofit of an existing area (stage/studio/control room etc) all movable equipment and cabling must be removed by the Customer from the area to provide a clear and safe workspace until installation is complete. Customer will provide a licensed structural engineer to review and certify the safety of rigging points specified by ABS prior to installation of equipment. Customer will provide at no charge to ABS a hydraulic lift as specified by ABS to facilitate reaching necessary ceiling heights unless otherwise specified in the Proposal.
20. **Cancellation Fee.** If Customer cancels this Agreement for any reason, Customer shall pay ABS a cancellation fee of 25% of the total purchase price or the costs incurred by ABS in performing its obligations under this Agreement as of the date of cancellation, whichever is greater. The down payment shall be applied against the cancellation penalty and the balance will be invoiced and is due upon receipt of said invoice by Customer.
21. **No Assignment or Resale.** Customer agrees that the AV System, or any component therein may not be resold until ABS is paid in full, and this Agreement may not be assigned without ABS prior written consent.
22. **Amendment.** This Agreement shall not be amended, supplemented, or modified except by an instrument in writing signed by each of the parties hereto.
23. **Attorney's Fees and Costs.** In the event any action or suit is brought by any party to enforce the provisions of this Agreement or there is a dispute between the parties in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in connection with the action or dispute, regardless of whether litigation is actually commenced.
24. **Governing Law, Jurisdiction, Venue.** This Agreement shall be governed by and shall be construed and enforced in accordance with the laws of the State of Washington. In the event of a dispute, appropriate venue and jurisdiction shall be in Superior Court for King County, State of Washington.
25. **Presumption.** This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.
26. **Savings Clause.** If any provision of this Agreement, or the application of such provision to any person or circumstance, is or becomes invalid, illegal, or unenforceable in any respect, it shall be ineffective to the extent of such invalidity, illegality, or unenforceability, and the validity, legality and enforceability of the remaining provisions contained herein or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.
27. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties hereto with respect to the subject matter hereof and supersedes all previous and contemporaneous oral or written negotiations, agreements, arrangements and understandings relating to the subject matter hereof. There have been no representations or statements, oral or written, that have been relied on by any party hereto, except those expressly set forth in this Agreement.



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Fax: (206) 299-9990
www.advancedbroadcastsolutions.com

ACCEPTANCE OF PROPOSAL

City of Bainbridge Island

Advanced Broadcast Solutions

Print

Print

Signature

Signature

Date

Date

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Public Art Program Expenditure Request – Pod Project	Date: August 11, 2015
Agenda Item: Staff Intensive	Bill No.: 15-157
Proposed By: Executive	Referral(s):

BUDGET INFORMATION

Department:	Fund: Public Art Account	Munis Contract #
Expenditure Req: \$3,100	Budgeted? ☐ Yes ☒ No	Budget Amend. Req? ☒ Yes ☐ No

REFERRALS/REVIEW

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

Action Item:

To consider a request from Arts & Humanities Bainbridge (AHB) to increase funding for the Pod project by \$3,100.

Background:

The City's Municipal Code establishes a Public Art Program and designates AHB (formerly BIAHC) as the agency to oversee this program. The attached memo from AHB describes the recommendation to increase funding for the Pod project to facilitate the relocation of this piece to the grounds of Bainbridge Performing Arts (BPA). Previously, City Council approved the move to the new site and additional expenses related to repairs needed to complete the artwork. AHB has subsequently determined that the costs for the concrete pad will be higher than anticipated, resulting in the need for additional funding of \$3,100.

The City has previously spent \$33,886 on the project. Remaining expenses include \$4,000 in final payments to the artist and \$6,345 in costs to complete the artwork relocation. For background, an update on the Public Art Fund balance is also provided.

RECOMMENDED ACTION:

Motion:

I move the City Council approve additional funding for the Pod public art project in the amount of \$3,100 from the City's Public Art Account.



MEMO

Date: August 4, 2015

To: Bainbridge Island City Council Members

CC: Morgan Smith, Deputy City Manager

From: Barbara Sacerdote, Executive Director

Re: Public Art, Pod expense request

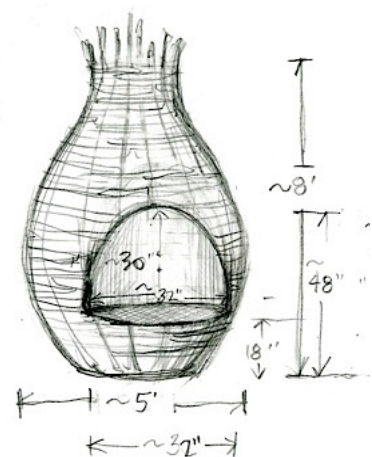
We are working with Kristin Tollefson to complete and move her sculpture, Pod. When originally requesting funds for completion of the project, we underestimated the total cost for relocating the artwork. The concrete base has come in at a much higher price than anticipated, and we must therefore request additional funds to complete the project. Matthew X. Curry, a PAC member and architectural designer, explains why the concrete base price is higher than anticipated:

"The base for "Pod" was sized and shaped to accommodate the sculpture, the necessary attachment bolts, the required bolt pattern to match, an electrical line, and to a thickness and depth to prevent cracking with freeze/thaw cycles. The concrete vendor, Ryan MacPhail, has come up with a plan on how to carefully cut into the existing BPA sidewalk to create the arc of the base's circle and to make the curved form in a two-part pour. The heaviest and deeper center section is created, structured and poured first and acts as a leveling point for the remainder of the larger pour that shall be slightly pitched away from the sculpture. The specialization of this concrete base is in the curved form, sidewalk cut detail, specialty dye and polish finish, care for adjacent tree roots, coordination with electric, presetting with accuracy the bolt pattern and care for public safety during the process and up to the sculpture installation. Ryan is a concrete artist and specialist recommended by the Pod artist with whom she has worked before. I have seen his work in a studio/gallery setting and more recently the completed bollards at BIMA for example."

Pod Relocation Budget

Concrete base	\$4,385
Electrical	\$820
Moving	\$400
Dedication plaque	\$140
Sprinkler parts	\$100
Misc.	\$500
Total budget	\$6,345
Total approved budget	\$3,245
Difference	\$3,100

We are assembling all components and people for work to begin on Aug. 12th and continue through September. **We ask that the City Council approve our request for an additional \$3,100 for Pod relocation expenses. Thank you.**



UPDATE on
PUBLIC ART SUBFUND BALANCE:

As of August 5, 2015

Estimated Balance as of 1/1/15:	\$140,000
2015-16 Conservation Expenses	(\$20,000)
2015-16 BIAHC Program Mgmt	(\$51,000)
Remaining Pod project costs* *assumes approval of additional \$3,100	(\$10,345)
Waypoint project budget	(\$45,000)
Funding generated by 2% allocation of eligible capital expenses	TBD
Estimated Balance as of 12/31/16:	\$13,655

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Public Safety Committee Update	Date: August 11, 2015
Agenda Item: Council Discussion	Bill No.: 15-135
Proposed By: Public Safety Ad Hoc Committee	Referral(s):

BUDGET INFORMATION

Department: Executive	Fund:	Munis Contract #
Expenditure Req: none	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:

I move that the City Council appointment Councilmembers _____ to
the Public Safety Committee for a term of one year expiring _____

Background:

See attached standing committee request form.

RECOMMENDED ACTION

Motion:

I move that the City Council appointment Councilmembers _____ to
the Public Safety Committee for a term of one year expiring _____



**Standing Committee Formation Request
Resolution No. 2015-07**

Committee Information

Requested by: Public Safety Ad Hoc Committee

Request Date: August 11, 2015

Name of Proposed Committee: Public Safety Committee

Procedural Authority/Governance Manual Reference(s): 3.1.2

Purpose/Scope of Work

The Public Safety Committee ("PSC"), as a standing committee, would:

- Hold quarterly meetings noticed and open to the public;
- Accept written public comment, and provide opportunity for public comment during PSC meetings;
- Provide feedback to management on;
 - o Police Department organization, practices, policies and performance standards;
 - o Police training programs;
 - o Police responsiveness to the needs of all of the members of the community;
 - o Police Department process for responding to community concerns, and its performance in that regard;
 - o Issues of public concern.
- Meet with the Chief and discuss his proposed annual report before the report is finalized and delivered to the full council;
- Continually evaluate the appropriate scope of the PSC's responsibilities; and
- Report to the Council after each quarterly meeting, or more often as appropriate.

PSC meetings would be open public meetings, and would not be an appropriate forum for receipt of confidential or sensitive complaints or issues regarding the Police Department. Such matters should be submitted to the City Manager or City Attorney for evaluation. The PSC will not operate in a judicial or quasi-judicial capacity.

Specific Task Deliverable(s) (recommendations, reports, etc.)

See purpose/scope of work.

Link to Council/Department Work Plan

Committee will report to the City Council quarterly.

Additional Information

Reports to: ☒ City Council ☐ City Manager

Public Participation/Education Required: ☐ Yes ☒ No

Staff Support Required: ☐ Yes ☒ No

If Yes, in what form (notes, technical, etc.)?

Review Date(s): Yearly

City Manager Comments

City Manager concurs with committee recommendation.

Members

Consists of three (3) councilmembers with one (1) year terms.

Proposed Motion

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

July 14 & 16, 2015 Special Meetings: “Core 40 Plus”

The purpose of the two work sessions was to consider street design standards which serve all non-motorized modes of travel, ages and abilities and their practical application to Core 40 projects (“Core 40 Plus”) and to prioritize projects for the 2016 CIP update. Community members representing a variety of user experiences were invited to attend.

Attending one or both sessions were Committee members Alyse Nelson, Chair, Demi Allen, John Grinter, Lief Horwitz, and Patty Lyman, liaisons Wayne Roth and Kirk Robinson and City Engineer Chris Hammer. Seventeen community members and City engineering staff also attended.

Committee members Marsha Cutting, and Don Willott were absent.

Street Design:

Examples of successful improvements in bicycle safety including Dexter Ave in Seattle, North Madison, Blakely school, Bucklin Hill, and Finch

Winslow connecting trails

All access (separated trails) using up to 48 feet of 60 foot Right-Of-Ways

Separation on Lynwood Center Road high priority. Sportsman Club and Fletcher Bay roads rank high; Inter-island trails important component - reserve trail easement for Wyatt to Fletcher Bay Rd via Lost Valley

Winslow (pedestrians first!): sidewalks, greenways, connecting pathways, speed tables, improved lighting

Adopt a tool box of design standards

CIP Priorities:

Miller Road, Lynwood Center Road, Winslow connectivity

The next committee meeting is scheduled for August 19th.

Respectfully submitted

Wayne Roth

To: City Council

From: Val Tollefson, UAC Liaison

Re: July 27, 2015 UAC meeting.

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

Also present: Public Works Director Barry Loveless, Engineering Specialist (Water Resources) Cami Apfelbeck, Councilmember Val Tollefson, Jackie Taylor (Puget Sound Energy Community Engagement Specialist)

1. Meeting minutes for June 22 and July 13 meetings were accepted as amended.
2. Cami Apfelbeck discussed the Water Quality Management Program. She provided several documents which outline the Program benefits and their relation to the SSWM Utility. This information is available on the City website at <http://www.bainbridgewa.gov/516/Water-Quality-and-Flow-Monitoring-Progra>. She illustrated some areas where requirements of the City's NPDES Permit are completely satisfied by this Program, and other areas where the Program contributes to the Permit requirements.
3. The Committee discussed Cami's presentation. While there was consensus that the WQMP was worthwhile, the Committee generally was of the opinion that the cost of the program should not be borne wholly by the SSWM Utility.
4. The Committee discussed other utility operating expense issues. In addition to reinforcing its recommendation that the Utility Tax should be eliminated, the Committee felt that the cost of the Kitsap Conservation District ILA should be carried more by the General Fund. Savings from operating expense savings should be used to bolster capital investment, not to reduce rates. Andy Maron will summarize the Committee's thinking for consideration at the next meeting.
5. The remainder of the discussion focused on Committee input to the Comprehensive Plan. Preliminary comment focused on the curious fact that the water, sewer, and storm water utilities are not dealt with in the Utilities Element, on the poor organization and excess content in the Water Resources Element, and on the general subject of City policy concerning ownership of and control over all public utilities on Bainbridge.
6. The Committee decided that additional meeting were needed in August to accomplish the work, and set meetings for August 3 and August 17, both meetings to be scheduled from 4:30-6:30pm. These are in addition to the regularly scheduled meeting for August 10. The meeting of August 24 is cancelled.

Adjourn at 7:40. Next meeting is on Aug 3 at 4:30.



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

TO: City Council
FROM: Mike Scott
RE: **July 27, 2015 Ethics Board Meeting Notes**

Present: Ingrid Billies, Joe Deets, Judith Tingley, Dennis Willerford, Susan Buckles

1. The meeting was called to order at 6:30pm and adjourned at 8:45pm. The minutes of the January 2015 meeting were approved.
2. Dennis Willerford and Susan Buckles reviewed the history of the Ethics Board and the Board discussed the scope and purpose of the Ethics Program and the activities of the Ethics Board, including training, consideration of ethics complaints, and providing advisory opinions.
3. The Board discussed potential approaches to providing regular ethics training for elected officials, members of city committees and commissions, city staff, and the public. Ideas discussed included published articles, case studies, and the development of a game designed to illustrate ethical issues, analyses, and responses. Members of the Board expressed a desire to enhance ethical participation and civil discourse among all stakeholders in city government.
4. The Board discussed the desirability of regular attendance at Board meetings by a City Council liaison, and expressed support for the idea. The Board would also like support from a staff liaison, if possible. The staff liaison could assist in scheduling regular ethics training for the various groups listed above.
5. The Board will continue to hold its regular meetings on the third Monday of each month, but will change the Board's meeting location to City Hall.
6. Joe Deets was elected Chair of the Ethics Board.

Respectfully submitted,
Mike Scott
Acting Ethics Board Liaison

2015 PROPOSED COUNCIL CALENDAR ITEMS

Absences	Clerk	Department	Timing (min)	Study Session 7 pm		Absences	Clerk	Department	Timing (min)	Business Meeting 7 pm	
	Kelly		25	1-Sep			Roz		25	8-Sep	
				Executive Session (Collective Bargaining, Review Performance of an Employee) - 60 min.				PCD EXEC	10	Ordinance Regarding Wireless Communications Facilities - Public Hearing (Consider Action)	
		PCD EXEC	20	Wireless Communications Facilities Ordinance - 1st Reading (Info.)				PCD	10	Ordinance No. 2015-04 (Formerly 2014-07), Landscaping and Tree Ordinance - Public Hearing (Consider Action)	
		EXEC	20	Franchise Fee Options				PW	CA	Ordinance No. 2015-07, Transportation Impact Fees	
		PW	20	Ordinance No. 2015-07, Transportation Impact Fees - Staff Intensive (Info.)				EXEC	CA	Fire Safety Services Interlocal Agreement w/ BIFD (Consider Action)	
		EXEC	10	Fire Safety Services Interlocal Agreement w/ BIFD (Info.)				PCD	CA	Resolution No. 2015-05, Amending the PCD Administrative Manual (Consider Action)	
		PCD	10	Resolution No. 2015-05, Amending the PCD Administrative Manual (Info.)				EXEC	CA	Equipment Sharing Interlocal Agreement w/BIMPRD (Consider Action) - added	
		EXEC	10	Equipment Sharing Interlocal Agreement w/BIMPRD (Info.)				PD	CA	Radio Frequency Contract Extension w/Washington State Patrol (Consider Action) - added	
		PD	10	Radio Frequency Contract Extension w/Washington State Patrol (Info.) - added					45		
			125								
										Work Session	
								EXEC	60	Human Services Funding Goals Workshop	

2015 PROPOSED COUNCIL CALENDAR ITEMS

Absences	Clerk	Department	Timing (min)	Study Session 7 pm		Absences	Clerk	Department	Timing (min)	Business Meeting 7 pm	
	Kelly		25	15-Sep			Roz		25	22-Sep	
		PW	10	Rockaway Beach Outfall Study Professional Services Agreement (Info.) - added				PW	CA	Rockaway Beach Outfall Study Professional Services Agreement (Info.) - added	
		PW	10	Deep Culvert Assessment Study Professional Services Agreement (Info.) - added				PW	CA	Deep Culvert Assessment Study Professional Services Agreement (Info.) - added	
			45						25		
										Work Session	
								EXEC	60	Human Services Funding – 2016 Funding Framework	
										Transportation Benefit District (following City Council meeting)	
									30	Changes from 2015 Legislative Session	
				29-Sep							
				5th Tuesday - no meeting							

2015 PROPOSED COUNCIL CALENDAR ITEMS

Absences	Clerk	Department	Timing (min)	Study Session 7 pm		Absences	Clerk	Department	Timing (min)	Business Meeting 7 pm	
	Kelly		25	6-Oct			Roz		25	13-Oct	
		FIN	20	Ordinance No. 2015-__, SSWM Rates - 1st Reading (Info.)				PW	CA	Ordinance 2015-20, Update to SSWM Code BIMC 13.24, 2nd Reading (Consider Action)	
		FIN	15	Mid-Biennial Budget Modifications (Info)							
		FIN	10	Ordinance No. 2015-__, 2016-2021 Capital Facilities Plan, 1st Reading (Consider scheduling public hearing 10/27)							
		FIN	10	Ordinance No. 2015-__, Property Taxes Levied in 2016, 1st Reading (Consider scheduling public hearing 10/27)							
		FIN	10	Ordinance No. 2015-__, Water Rates, 1st Reading (Consider scheduling public hearing 10/27)							
		FIN	10	Ordinance No. 2015-__, Sewer Rates, 1st Reading (Consider scheduling public hearing 10/27)							
		EXEC	10	Discuss Petition Threshold for Electric Utility Ballot Proposition (Info.)							
			110								
	Kelly		25	20-Oct			Roz		25	27-Oct	
								FIN	10	Ordinance No. 2015-__, 2016-2021 Capital Facilities Plan, Public Hearing/2nd Reading (Consider Action)	
								FIN	10	Ordinance No. 2015-__, Property Taxes Levied in 2016, Public Hearing/2nd Reading (Consider Action)	
								FIN	10	Ordinance No. 2015-__, Water Rates, Public Hearing/2nd Reading (Consider Action)	
								FIN	10	Ordinance No. 2015-__, Sewer Rates, Public Hearing/2nd Reading (Consider Action)	
								FIN	10	Ordinance No. 2015-__, Mid-Biennial Modifications, 1st Reading (Info.)	
								FIN	10	Ordinance No. 2015-__, SSWM Rates, 2nd Reading (Consider Action)	

