CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, AUGUST 27, 2019

BAINBRIDGE ISLAND CITY HALL
280 MADISON AVENUE N.
BAINBRIDGE ISLAND, WASHINGTON

AGENDA

1. CALL TO ORDER/ROLL CALL - 6:00 PM

2. EXECUTIVE SESSION

   2.A **(6:05 PM) Pursuant to RCW 42.30.110(1)(i), to discuss with legal counsel matters relating to litigation or potential litigation to which the city, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency** 15 Minutes

3. PLEDGE OF ALLEGIANCE / APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE - 6:20 PM

4. PUBLIC COMMENT - 6:25 PM

5. MAYOR'S REPORT - 6:40 PM

6. CITY MANAGER'S REPORT - 6:45 PM

7. PRESENTATION(S)

   7.A **(6:50 PM) Proclamation in Support of National Drive Electric Week and Drive Electric Kitsap - Deputy Mayor Tirman,** 5 Minutes
   Proclamation for National Drive Electric Week

8. PUBLIC HEARING(S)

   8.A **(6:55 PM) Ordinance No. 2019-03, Relating to Subdivision Update - Planning,** 20 Minutes
   20190827 CC Staff Memo Subdivision Update
   Attachment 1 to Staff Memo re Ord 2019-03 (Supplemental Information)
   Ord 2019-03 Exhibit A updated

Ord 2019-03 Exhibit B
Ord 2019-03 Exhibit C
20181213 PC Staff Memo Subdivision Overview
20190122 CC Staff Memo Subdivision Overview
20190319 CC Staff Memo Subdivision Update PC Recommended Draft

9. UNFINISHED BUSINESS

9.A **(7:15 PM) Suzuki Affordable Housing Project Decision on Number of Housing Units - Executive,** 60 Minutes
BRIDGE Housing PowerPoint (Presented at August 6, 2019 Council Meeting)
BRIDGE Housing Report & Recommendations for the Suzuki Affordable Housing Site
BRIDGE PowerPoint HRB_Suzuki Site_8_21_2019
2019.08.21_Suzuki Site Report Addendum FINAL
Suzuki Pro Forma 2019.08.21

9.B **(8:15 PM) 2019 Annual Drainage Projects - Public Works,** 10 Minutes
2019 Location Map
Bid Form
Contract for 2019 Annual Drainage Projects

9.C **(8:25 PM) Lodging Tax Advisory Committee (LTAC) Grant Application for Downtown Wayfinding Signage - Public Works,** 10 Minutes
BI Downtown Wayfinding Signage LTAC Application
COC Wayfinding Support Letter 082119.pdf
BIDA Letter of support COBI LTAC.docx

10. NEW BUSINESS

10.A **(8:35 PM) Memorandum of Understanding between Kitsap County Sheriffs Office and Bainbridge Island Police Department Regarding Registered Sex Offender Address/Residency Verification Program Grant - Police,** 5 Minutes
MOU - Registered Sex Offender Address/Residency Verification Program Grant

10.B **(8:40 PM) Wyatt/Madison Roundabout Project Right-of-Way and Temporary Construction Easement Acquisition - Public Works,** 10 Minutes
ROW Easement Agreement - MARE - Parcel No. 272502-4-184-2004
ROW Easement Agreement - MARE - Parcel No. 272502-4-185-2003
TCE - MARE - Parcel No. 272502-4-009-2007
TCE - MARE - Parcel No. 272502-4-184-2004
TCE - MARE - Parcel No. 272502-4-185-2003
Memorandum - CLS Evaluation

10.C **(8:50 PM) Amendment No. 5 to Professional Services Agreement with Contract Land Staff, LLC, in support of the Wyatt/Madison Roundabout Project - Public Works,** 10 Minutes
Amendment No. 5 to PSA with Contract Land Staff LLC

10.D **(9:00 PM) Amendment No. 1 to the Interlocal Agreement with the Kitsap County Noxious Weed Control Board for Noxious Weed Control - Public Works,** 10 Minutes

Amendment No. 1 to ILA for Noxious Weed Control
2017 ILA for Noxious Weed Control

10.E **(9:10 PM) Ordinance No. 2019-23, Re-establishment of the Salary Commission - Executive,** 10 Minutes
Ordinance No. 2019-23, Re-establishment of the Salary Commission
Exhibit A to Ordinance No. 2019-23 - Track Changes

11. CONSENT AGENDA

11.A **(9:20 PM) Agenda Bill for Consent Agenda,** 5 Minutes

11.B **Accounts Payable and Payroll**
Report to Council of Cash Disbursements
Payroll.pdf

11.C **City Council Study Session Minutes, August 6, 2019**
CCMIN 080619 STUDY SESSION

11.D **City Council Regular Business Meeting Minutes, August 13, 2019**
CCMIN 081319 BUSINESS

11.E **Dave Ullin Open Water Marina (DUOWM) Buoy Removal and Install Contract Award - Public Works,** 5 Minutes
Bid Form
Contract - Norwest Marine, LLC
Dave Ullin Open Water Marina (DUOWM) Plans
Memo - Marine Access Committee (MAC) Recommendation

11.F **Resolution No. 2019-25, Opposing Initiative 976 Concerning Motor Vehicle Taxes and Fees,** 5 Minutes
Resolution No 2019-25, Opposing Initiative 976 Concerning Motor Vehicle Taxes and Fees
Bainbridge_Island_Initiative_976_FAQ.docx
Vehicles Subject to Fees

11.G **Ordinance No. 2019-20, Relating to 2019 2nd Quarter Budget and Updated Capital Improvement Plan Amendments - Finance,** 5 Minutes
2019 2nd QTR Budget Amendments Transmittal Memo.docx
Ordinance No. 2019-20, Relating to 2019 2nd Quarter Budget and Updated Capital Improvement Plan Amendments

11.H **Interlocal Agreement with the Bainbridge Island School District for a Stop Paddle Camera Test Program - Police,** 5 Minutes
Interlocal Agreement with the Bainbridge Island School District for a Stop Paddle Camera Test Program

11.I **Sidewalk Cutting and Replacement Contract - Public Works,** 5 Minutes
Bid Form

Contract - Precision Concrete Cutting Inc.
Attachment C - Road List

12. COMMITTEE REPORTS

12.A (9:25 PM) Committee Reports, 5 Minutes
Ethics Board Meeting Minutes, July 15, 2019
Ethics Board Meeting Minutes, July 29, 2019
Race Equity Task Force Meeting Minutes, June 11, 2019
Race Equity Task Force Meeting Minutes, June 7, 2019
Race Equity Task Force Meeting Minutes, July 11, 2019
Race Equity Task Force Meeting Minutes, August 1, 2019

13. FOR THE GOOD OF THE ORDER - 9:30 PM

14. ADJOURNMENT - 9:40 PM

GUIDING PRINCIPLES

Guiding Principle #1 - Preserve the special character of the Island, which includes downtown Winslow's small town atmosphere and function, historic buildings, extensive forested areas, meadows, farms, marine views and access, and scenic and winding roads supporting all forms of transportation.

Guiding Principle #2 - Manage the water resources of the Island to protect, restore and maintain their ecological and hydrological functions and to ensure clean and sufficient groundwater for future generations.

Guiding Principle #3 - Foster diversity with a holistic approach to meeting the needs of the Island and the human needs of its residents consistent with the stewardship of our finite environmental resources.

Guiding Principle #4 - Consider the costs and benefits to Island residents and property owners in making land use decisions.

Guiding Principle #5 - The use of land on the Island should be based on the principle that the Island's environmental resources are finite and must be maintained at a sustainable level.

Guiding Principle #6 - Nurture Bainbridge Island as a sustainable community by meeting the needs of the present without compromising the ability of future generations to meet their own needs.

Guiding Principle #7 - Reduce greenhouse gas emissions and increase the Island's climate resilience.

Guiding Principle #8 - Support the Island's Guiding Principles and Policies through the City's organizational and operating budget decisions.

City Council meetings are wheelchair accessible. Assisted listening devices are available in Council Chambers. If you require additional ADA accommodations, please contact the City Clerk's Office at 206-780-8604 or cityclerk@bainbridgewa.gov by noon on the day preceding the meeting.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 27, 2019 **ESTIMATED TIME:** 15 Minutes

AGENDA ITEM: (6:05 PM) Pursuant to RCW 42.30.110(1)(i), to discuss with legal counsel matters relating to litigation or potential litigation to which the city, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion **PROPOSED BY:** Executive

RECOMMENDED MOTION:
Hold Executive Session.

SUMMARY:
Hold Executive Session.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 27, 2019 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (6:50 PM) Proclamation in Support of National Drive Electric Week and Drive Electric Kitsap - Deputy Mayor Tirman,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Proclamation **PROPOSED BY:** City Council

RECOMMENDED MOTION:

I move to authorize the Mayor to sign the proclamation in support of National Drive Electric Week and Drive Electric Kitsap.

SUMMARY:

The attached proclamation expresses support of National Drive Electric Week (September 14-21, 2019) and Drive Electric Kitsap to be held on September 21, 2019, on Bainbridge Island.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

Proclamation for National Drive Electric Week

FISCAL DETAILS: N/A

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

PROCLAMATION

WHEREAS, the City of Bainbridge Island's Comprehensive Plan includes reducing greenhouse gas emissions and increasing the Island's climate resilience as one of its eight guiding principles; and

WHEREAS, the City Council recognizes that climate change is a worldwide emergency and has created a Climate Change Advisory Committee to serve as a technical and planning advisory committee to advise on steps the city can take to address this issue; and

WHEREAS, the City Council appreciates the effort of several Bainbridge Island-based organizations to educate the public on climate and energy issues through such mechanisms as the Climate and Energy Forum and Movies that Matter; and

WHEREAS, the City Council recognizes that over 30 percent of greenhouse gas emissions in Kitsap County come from transportation; and

WHEREAS, the City Council recognizes that switching from gas powered to electric vehicles represents one important means to reduce carbon emissions; and

WHEREAS, the Washington State Legislature has taken admirable steps to encourage the use of electric vehicles; and

WHEREAS, National Drive Electric Week is designed to inform the public about the advantages of electric vehicles, including in reducing the use of fossil fuels; and

WHEREAS, Drive Electric Kitsap, a local affiliate of National Drive Electric Week, will enable people in Kitsap County to learn more about electric vehicles from experts in industry, government, and non-profit sectors, to talk with owners of electric cars, and bikes and to see a new electric bus acquired by Kitsap Transit;

WHEREAS, the Climate and Energy Forum is holding a Drive Electric Kitsap event on September 21, 2019 starting at 10:00 a.m. at the Bainbridge Island Fire Station 21 and continuing across the street where electric vehicles and bikes will be on display; and

NOW, THEREFORE, I, Kol Medina, Mayor of the City of Bainbridge Island, on behalf of the City Council, do hereby proclaim the week of September 14-21, 2019 as

National Drive Electric Week

in the City of Bainbridge Island, and encourage the public to attend the Drive Electric Kitsap event and learn more about electric vehicles and the role they can play in reducing fossil fuel use and mitigating our contribution to climate change.

DATED this ____ day of August, 2019

_____

Kol Medina, Mayor

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 27, 2019 **ESTIMATED TIME:** 20 Minutes

AGENDA ITEM: (6:55 PM) Ordinance No. 2019-03, Relating to Subdivision Update - Planning,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance **PROPOSED BY:** Planning & Community Development

RECOMMENDED MOTION:

Conduct public hearing.

SUMMARY:

The City Council will be conducting a public hearing on Ordinance No. 2019-03 relating to an update of the City's subdivision regulations. Further detail is provided in the attached staff memorandum dated August 27, 2019.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

The Planning Commission's recommended draft of the subdivision update has been discussed at five study sessions on March 19, April 2 and 16, and May 7 and 28, 2019.

The City Council continued discussion related to the subdivision update during the July 23 business meeting and directed staff to make several changes to the current draft Ordinance 2019-03, including:

- Classifying freestanding landmark trees as secondary natural areas rather than primary.

- Allowing split-rail fencing along the perimeter of subdivisions.
- Clarifying how aquifer recharge protection areas (ARPAs) are designated in subdivisions.
- Specifying that bus shelters be allowed in roadside buffers.

The Council also requested that there be no maximum homesite size requirement in the R-0.4 and R-1 zoning districts but requested further analysis regarding the overall role of homesites in the subdivision update.

Also included with this item is Attachment 1 to the staff memo, which provides additional analysis regarding the rationale and basis for some of the proposed updates (e.g., natural areas, home size requirements).

ATTACHMENTS:

20190827 CC Staff Memo Subdivision Update

Attachment 1 to Staff Memo re Ord 2019-03 (Supplemental Information)

Ord 2019-03 Exhibit A updated

Ord 2019-03 Exhibit B

Ord 2019-03 Exhibit C

20181213 PC Staff Memo Subdivision Overview

20190122 CC Staff Memo Subdivision Overview

20190319 CC Staff Memo Subdivision Update PC Recommended Draft

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND

Department of Planning and Community Development

Memorandum

Date: August 27, 2019

To: City Council

From: Christy Carr, AICP
Senior Planner

Subject: Ordinance 2019-03: Subdivision Update

Introduction

The purpose of tonight's agenda item is to hold a public hearing on Ordinance 2019-03. The public hearing draft in the agenda packet includes changes requested by City Council at the July 23, 2019 business meeting, shown in strikethrough/underline text, highlighted in yellow, in Ordinance 2019-03 and Exhibit A to the ordinance. A summary of these changes is provided in the table below. Please note: Two staff requests for City Council input/decision are in the table. Straightforward clerical edits are not addressed in the table or highlighted in the exhibits.

In addition, the City's new design guidelines document, *Design for Bainbridge,* is cited in revised language in BIMC 17.12.020 (Exhibit A) and included in its entirety as Exhibit C. This is intended to give better context for how the design guidelines will be implemented for subdivision development within the broader framework of design review. Please note: The design guidelines have not been approved. Planning Commission review of the design guidelines began on August 22, 2019. The Planning Commission will hold a public hearing on September 5, 2019 and forward its recommendation to the City Council for its consideration at the September 17, 2019 study session.

Policy Framework, Procedural History, and Additional Analysis

To refresh the City Council on the policy framework and procedural history of the subdivision update, three staff memorandums are included in the background material:

- December 13, 2018 memorandum to Planning Commission providing overview of approach, summary of major changes, and supporting Comprehensive Plan goals and policies
- January 12, 2019 memorandum to City Council providing updated overview
- March 19, 2019 memorandum to City Council transmitting the Planning Commission's recommended draft of Ordinance 2019-03

Additional analysis for specific standards; specifically, natural area requirements and maximum homesite size, is provided in Attachment 1 to this memorandum.

The following is a summary of the revisions that have been incorporated (in yellow highlights) into the public hearing draft of Ordinance 2019-03, Exhibit A:

Page	Section	Summary of Change
1	17.12.020	Updated language to reflect applicability of design guidelines per update.
2	17.12.040.E	Added language to clarify process for short subdivisions that do not go through design review.
3	17.12.050.A.2	• Deleted ARPA. • Moved freestanding landmark trees to secondary natural areas.
3	17.12.050.A.3.d	**Change not made from last draft.** *Requesting City Council input* on whether or not buffer modifications or setback reductions from Chapter 16.20 BIMC can be used in subdivision development.
9	17.12.070.J	**Change not made from last draft.** *Requesting City Council input* on whether or not to consider change suggested via public comment: *Garages, including detached garages, located on individual homesites and facing a public street shall be:* *a. Limited to two vehicles;* *b. and shall be located to reduce driveway surface area. ~~Either accessed from the side or rear or set back from the most front-facing exterior wall of habitable space a minimum of five feet unless the house is not visible from the public street.~~*
10	17.12.070.L	Changes made to allow only split rail fencing at the exterior boundary of subdivisions (not just along the road).
11	17.12.070.O	Added bus shelters to allowable structures in roadside buffers.
15	Table 17-12-070-1	• Deleted maximum homesite size from R-0.4 and R-1 zoning districts. • Added definition of homesize to include all floor area and garage.

The following revision has been incorporated (in yellow highlights) into the public hearing draft of Ordinance 2019-03. *Staff is requesting City Council input* on whether or not to consider this change to BIMC 17.08.020 suggested via public comment:

F. A division (1) caused by condemnation or by acquisition by a government entity in lieu of condemnation, or (2) otherwise resulting from a transfer of land to a government entity, or to a Qualified Open Space Entity, for open space, park, public vehicular access, public pedestrian access, utility, or right-of-way purposes, or to a private utility regulated by the State Utilities and Transportation Commission for utility improvement purposes. For the purposes of this Section, a "Qualified Open Space Entity" is a non-profit Washington corporation, tax exempt under Internal Revenue Code Section 501(c)(3), which includes among its express purposes the conservation and preservation of open space and park lands on Bainbridge Island; provided that any land received by a Qualified Open Space Entity under this paragraph shall have been stripped of all development rights, and subject to a recorded covenant against further subdivision, or residential or commercial development.

Attachment: Attachment 1

Natural Area Requirement

Existing Open Space Requirement and Proposed Change

The City's current subdivision standards for the "flexlot" open space option include the following requirements (BIMC 17.12.030.A.4):

- The area provided for open space shall be based on and consistent with the existing valued open space features (listed in Table 17.12.030-2) on the subject property, up to a maximum of 25 percent of the area of the property being subdivided.
- If a property being subdivided contains valued open space features as described in Table 17.12.030-2 that exceed 25 percent of the gross land area, the maximum required area for open space designation is still 25 percent, unless it includes protected critical area as regulated by Chapter 16.20 BIMC.
- If the gross land area contains less than 25 percent in open space features, then the designated open space is identified accordingly.

In the subdivision update, the term "open space" is changed to "natural space" to reflect that the space is not "open" to all uses. The proposal includes revised requirements across the range of zoning districts. Natural space requirements are increased in the island's conservation area (R-0.4, R-1, and R-2 zoning districts) to 55, 45, and 30 percent, respectively, and remain the same or are decreased in other districts. A site's required aquifer recharge protection area (ARPA) would serve as its natural area; therefore, a site may have more than its required natural area.

Information Considered

Since the ordinance establishing the development moratorium states the City Council's concerns regarding likely adverse impacts related to growth and development under existing regulations and was enacted to allow time to develop regulations and policies to ensure that the vision and goals of the City's Comprehensive Plan are being met to the Council's satisfaction, the natural area requirement is proposed to be increased in the "conservation areas" of the island (R-0.4, R-1, and R-2 zoning districts).

Staff reviewed a number of documents and data sources when considering new standards for the maximum natural area requirement. The required natural area will be based on and consistent with the existing types of natural areas on the subject property, up to a maximum variable by zoning district, unless additional natural area is required due to the presence of critical areas, their buffers or setbacks, or shoreline buffers. The maximum required is an individualized standard; that is, a site is only required to designate natural area up to the maximum if it is already existing.

This information provides a factual basis and rationale for the proposed increase in the natural area requirements in the island's conservation areas consistent with state law.

2003/2004 Bainbridge Island Open Space Analysis

In determining the current open space area requirement, the City relied on the "Analysis of Open Space Report" dated July 15, 2003, and amended April 30, 2004. This report suggested that the City can establish a standard for open space that is based on an empirical analysis of the amount of open space that is currently existing in the City, as well as a review of standards imposed by other local governments in the area. It further states: "The City's standard is both a community standard and a standard to apply to individual parcels. Since each parcel that is proposed for development consists of a specific amount of land, and the application of the City's standard produces an open space requirement that is specific to that parcel, the result is an individualized calculation of the impact of the development on the open space of the City." The report identified the preferred method (or standard) for an open space requirement as acreage of open space as a percent of developed land.

While the rationale for the preferred method (or standard) provided in the report could be more comprehensive, staff did not find fault with it or find readily available methodologies supporting open space standards in other jurisdictions. Further, since it offers an individualized calculation based on a site's existing amount of open space, it is an appropriate methodology to use for the subdivision update.

Staff revisited the 2004 study to (a) better understand its methodology and (b) update the standards based on current conditions. The 2004 study provides an open space inventory and current level of service (LOS) – open space acres as a percentage of developed acres. The total open space was 3,475.9 acres and the LOS was 35.42 percent. It is not specifically clear in the report why the City in 2004 chose 25 percent as its open space standard when the existing LOS (or current conditions) was over 10 percent higher at the time of the study.

To update the standards, staff used current inventory figures for the various types of open space using sources from the City's GIS system and the Bainbridge Island Land Trust. Staff also added two types of open space not included in the 2004 study: wetland buffers and stream buffers. It is unknown why these types of open space were not originally included. Staff included them in the updated analysis because, as critical areas, they would be required to be designated as natural area (which is the same in the City's existing subdivision standards).

A comparison of the 2004 and 2019 open space inventory and LOS (open space acres as percentage of developed acres) is shown below. "Developed land" is defined as land that is not classified as vacant in the Kitsap County Assessor's data. The 2019 existing level of service ranges from 40 to 85 percent island wide. Major factors contributing to the different inventory figures include: new Park District and Bainbridge Island Land Trust acquisitions, addition of critical area buffers, and a significant increase in open space tracts due to development activity.

Year	Total Open Space (acres)	Total Developed Land (acres)	Level of Service	Percent of Total Island
2004	3,475.9	9,144	35.42%	20%
2019	10,441	12,332	84.66%	60%
2019 without critical area buffers	4,905	12,332	39.77%	40%

2014 Bainbridge Island Metropolitan Park and Recreation District (Park District) Comprehensive Plan

The Park District is currently working on a 2020 update to its Comprehensive Plan. Updated inventory figures will be available in Fall 2019.

For the 2014 plan, the Park District used several methods to estimate the demand for land and/or facility gaps in the Bainbridge Island community, park, recreation, and open space including: 1) Level-of-service (LOS) measurements related to population, and 2) Participation and questionnaire/survey methodologies. The demand for park, recreation, and open space land was estimated using a ratio of a required type of land (e.g., natural space) to a standard unit of population. The plan uses the National Recreation & Park Association (NRPA) standards that have been developed over time by major parks, recreation, and open space departments across the country and calculates facility and land for Park District land and other public agencies and non-profits that share the mission of parks and recreation. The plan uses a ratio of 1,000 persons per land or facility type to determine the needed supply of existing and future park, recreation, and open space land and facilities. Some highlights of the Park District Plan relevant to the subdivision update include:

> LOS can also be affected by many factors, an example being a public commitment to set aside land for the purpose of preserving sensitive areas such as wetlands and riparian corridors, or amenities such as scenic viewpoints and trailheads/corridors. In some instances there are no comparable national or state definitions, so LOS ratios have been calculated in this plan for activities specific to the Bainbridge Island community.
>
> To augment the LOS method used for this plan, a series of public meetings were held in the community and several public surveys were conducted. The additional input provided through these participation methods helped to define the LOS specific to the Bainbridge Island community.
>
> Natural areas are defined as a landscape with a characteristically local environmental setting providing outdoor recreation, such as viewing and studying nature, wildlife habitat, and conservation. Open space or natural areas should be located to encompass diverse or unique natural resources, such as lakes, streams, natural saltwater shoreline, marshes, flora, fauna, and topography.
>
> According to NRPA, a suitable standard for natural areas is about 10.00 acres per every 1,000 residents. In practice, however, there are no minimum or maximum standards concerning natural areas. A site should provide whatever is necessary to protect the resource.
>
> The Park District (2014) presently provides 1,279.22 acres of open space and natural areas or approximately 55.56 acres per 1,000 island residents. Public and private agencies combined provide 2,161.66 acres or 93.88 acres per 1,000 residents. These relatively high ratios include Manzanita Park, Battle Point Park, Grand Forest, Meigs Park, Ted Olson Nature Preserve, Gazzam Lake, and extensive holdings of BILT among others. These extensive landholdings, however, do not entirely protect the sensitive and threatened wildlife habitat and forest land preservation objectives of the island. Consequently, the present supply (ELOS standard) should be increased to maintain the current level of service by another 313.08 acres in order to set aside natural areas along critical hillside, wetland, significant shorelines and stream corridors on the island, especially if portions of these landholdings are in jeopardy of development or in order to provide public access for proposed trail corridors.

2015 City of Bainbridge Island Land Cover Data

The City's land cover data was used to determine the percent tree cover by zoning district and by watershed. Land classified in the tree category would most likely fit the definition and objectives of the proposed natural area requirement. The tree cover category excludes buildings, bare ground, impervious surfaces, roads under trees, and shorter vegetation. The existing (2015) percent tree cover in the "conservation areas" of the island are:

- R-0.4 – 77.87%
- R-1 – 67.98%
- R-2 – 61.84%

The land cover data was also categorized according to watersheds as follows:

• Agate Pass – 70.66% • Blakely Harbor – 85.30% • Fletcher Bay – 48.69% • Gazzam Lake 91.45% • Murden Cove – 71.35% • Manzanita – 69.58%	• North Eagle Harbor – 57.09% • Pleasant Beach – 54.87% • South Beach – 41.08% • Sunrise – 67.25% • Port Madison – 77.27% • South Eagle Harbor – 55.73%

2018 City of Bainbridge Island Critical Areas Ordinance (CAO) Update

The City's CAO updated included a new tool – the Aquifer Recharge Protection Area (ARPA) – designed to protect aquifer recharge on the island. Designation of an ARPA – up to 65 percent of the native vegetation on site – is required in the City's "conservation areas" (R-0.4, R-1, and R-2 zoning districts). As with other development in these zones, subdivisions would be required to designated an ARPA. The ARPA would be included in the natural area of the subdivision.

The CAO Update best available science review provides:

> The LID manual states that a minimum 65 percent on-site native vegetation retention is the best means to maintain or more closely mimic the natural hydrologic function of the site and watershed. The 65 percent number is based on a series of studies done throughout the late 1990s to mid-2000s coupling empirical data with hydrological monitoring aimed at determining thresholds of impervious surface area (as a proxy for urban development) for maintaining watershed and stream health. Most of these studies were completed in the Puget Sound area, and this work became the foundation of both the 2002 and 2012 LID manuals. Subsequent research has shown this figure to be a "defensible target" to retain sufficient hydrologic conditions.

2018 Bainbridge Island Land Trust Strategic Conservation Plan Update

The Bainbridge Island Land Trust's ("BILT") 2018 Conservation Plan Update is designed to build upon, not replace, the 2012 BILT Conservation Plan, and refine the organization's strategic initiatives for protection and restoration endeavors. In the 2012 plan, BILT recognized that the supply of conservation lands and habitats on Bainbridge Island was diminishing due to the continued press of development and land use patterns. In 2018, these concerns remain and are heighted due to

population growth in the Puget Sound area and on Bainbridge Island. Highlights from the 2018 Conservation Plan Update relevant to the City's subdivision update include:

- The current supply of undeveloped and unprotected land may be gone by 2030, based on a simple linear projection using trends from that past 18 years.
- Very few large, undeveloped, and unprotected parcels remain. For example, in 1996 there were 94 undeveloped properties over 10 acres in size. Now, over 20 years later, there are only 35 remaining.
- More land has been protected by private development through open space tracts in subdivisions and plats than any other private or public conservation effort over the past 18 years.

Maximum Home Size Requirement

The subdivision update includes a 1,600 square foot maximum home size requirement in the R-8 and denser zoning districts. This number is based on the maximum home size requirement in the City's current housing design demonstration projects program (HDDP). While the HDDP program is optional and provides incentives, such as increased density or departures from zoning standards, the new subdivision regulations include the maximum home size as a requirement.

The City's GIS database shows that the average single-family residence in these zoning districts is 1,580 square feet. The City's reasonable use exception provision in its critical areas regulations includes a 1,200 square foot maximum home size. Although it is not anticipated that many parcels in the R-8 and denser zoning districts are encumbered with critical areas to the extent they would require a RUE to develop, the "reasonable" size restriction is another example of a maximum home size provision.

Since the current HDDP program is due to sunset at the end of 2019, this new provision will meet the stated goals and policies of the Comprehensive Plan to provide a diversity of housing types, ownership, and affordability.

Chapter 17.12

SUBDIVISION STANDARDS

17.12.010 Applicability

This chapter sets forth standards for short subdivisions, long subdivisions, large lot subdivisions, and nonresidential and multifamily subdivisions. Specific requirements relevant to each individual type of subdivision are provided throughout various chapters of this title.

17.12.020 Subdivision Design Guidelines

~~All residential subdivisions outside the Neighborhood Center and Mixed Use Town Center zoning districts shall comply with those design guidelines contained in "Design Guidelines for Residential Subdivisions" set forth in BIMC 18.18 and its reference documents, which are adopted as part of this title by reference.~~
~~The purpose of subdivision design guidelines is to define the qualities of subdivisions that meet the guiding principles, goals, and policies of the city's Comprehensive Plan and to serve as a tool for guiding individual projects to meet those expectations through the city's land use review procedures. The design guidelines offer reference points for the public to participate in discussions of new subdivisions, and they allow applicants flexibility in meeting development standards and zoning requirements. An applicant may be granted a departure from the design guidelines by demonstrating that an alternative design better meets the intent of the design guidelines.~~

Subdivision development in all zoning districts shall comply with the requirements of the 2019 Bainbridge Island Design Guidelines -- "*Design for Bainbridge*," as amended, as follows:

A. Detached single-family residential subdivision development shall comply with only Sections 1, 2, 3, and 6;
B. Attached single-family residential and multi-family residential development shall comply with only Sections 1, 2, 3, and 4;
C. Commercial subdivision development shall comply with all sections, as applicable.

17.12.030 Four-Step Design Process

The city's approach to planning for subdivisions requires a four-step process that gives the highest priority to identification and conservation of existing natural site features. This process reverses the conventional site planning approach, which typically begins by laying out the streets, lot lines and building footprints. Instead of first identifying the areas to be cleared for development, the design process begins by analyzing on-site resources and the site's relationship to surrounding properties, in order to identify what resources are most worthy of preservation and what areas can best accommodate development.

This design process is required for all residential subdivisions. The process is further defined in BIMC 2.16.125.D; it consists of four steps: 1) Delineate Natural Area; 2) Locate Homesites and Community Space; 3) Define Access; and, 4) Draw Lot Lines.

17.12.040 Administrative Departures

A. A departure from existing subdivision standards may be requested only by an applicant to allow use of an alternative standard not listed among the applicable requirements of BIMC 17.12.050 through BIMC 17.12.070. Departures are not variances and are not required to meet the criteria associated with a variance application. Rather,

departures allow adjustment of existing standards to achieve better outcomes in cases where strict application of the existing standard would result in an inferior subdivision design.

B. Departures from the subdivision standards in BIMC 17.12.050 through BIMC 17.12.070, may be permitted as part of the subdivision review process. In order for such a departure to be allowed, it must satisfy the intent of the four-step design process, and the resulting subdivision must be consistent with the general purpose and intent of the subdivision ordinance and the specific standard(s). A departure shall not be allowed from the following standards:

1. Natural area
2. Community space
3. Homesite size

C. Any request for one or more departures shall be made at the Design Guidance Review Meeting as part of the pre-application phase of the project. Departures shall be reviewed concurrently with a preliminary application for subdivision. The Design Review Board may include an administrative departure in its recommendation to the Planning Commission, if all of the following criteria are met:

1. Because of unusual shape, exceptional topographic conditions, environmental constraints or other extraordinary situation or condition in connection with a specific piece of property, strict adherence to the existing standard would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the subdivision ordinance as provided in BIMC 17.04.010;
2. The granting of the departure results in a subdivision with greater natural resource conservation value, less adverse impact to adjoining properties, or more practical design because of topography, critical area, or other extenuating circumstance; and
3. All possible efforts to comply with the standard or minimize potential harm or adverse impacts have been undertaken. Economic consideration may be taken into account but shall not be the overriding factor in approval; and
4. The departure is consistent with other applicable regulations and standards; and
5. The granting of any departure will not be unduly detrimental to the public welfare nor injurious to the property or improvements in the vicinity in which the property is located.

D. If the Design Review Board's recommendation is to grant the departure(s), the departure shall be included as a component of the project in subsequent reviews pursuant to BIMC 2.16.110.D.3 and BIMC 2.16.110.E. The departure(s) shall be included in the Director's recommendation to the hearing examiner unless a deviation from the recommendation is documented in the Director's report pursuant to BIMC 2.16.110.E.6.b.

E. For short subdivisions not requiring Design Review Board review, request for departures shall be made at the pre-application conference. The Director may approve one or more departures, if the criteria in BIMC 17.12.040.C are met, as part of their administrative decision for the preliminary subdivision in accordance with BIMC 2.16.070.F.

17.12.050 Natural Area and Community Space.

A. Natural Area Required. All residential subdivisions shall provide natural area consistent with BIMC 17.28, Definitions, Table 17.12.070-1, and the following standards:

1. Natural Area Objectives. The natural area(s) shall support one or more of the following objectives:

   a. Preservation and protection of:
      i. Natural resources and ecological functions, including groundwater recharge;
      ii. Native soils and topography;
      iii. Historic island landscapes including farmland, meadows, pastures, and orchards; and
      iv. Scenic views along roads.

   b. Promoting interconnected open space, wildlife corridors, and undeveloped areas;
   c. Promoting a development pattern consistent with island character.

2. Types of Natural Area. The natural area(s) shall be designated as the first step in the four-step design process defined in BIMC 2.16.125.D. Natural areas consist of primary and secondary natural areas.

a. Primary Natural Areas (PNA). PNAs form the core of the natural area to be protected. PNA's include the following:

i. Critical areas other than critical aquifer recharge areas;
ii. Critical area buffers and setbacks; and
iii. Shoreline buffers.
~~iv. Aquifer recharge protection area- as required by BIMC 16.20.100; and~~
~~v. Free standing landmark trees, as defined in BIMC 16.32, and their critical root zone (as identified by a consulting arborist).~~

b. Secondary Natural Areas (SNA). SNAs are noteworthy or significant features of the natural landscape. SNA's include the following:

i. Farmland, pastures, meadows, and orchards;
ii. Mature trees and shrubs;
iii. Wildlife corridors;
iv. Greenways and trails;
v. Scenic viewsheds;
vi. Mature vegetation on ridgelines;
vii. Free standing landmark trees, as defined in BIMC 16.32, and their critical root zone (as identified by a consulting arborist).

3. Amount of Natural Area Required. The natural area requirement shown in Table 17.12.070-1 shall be provided as shown in Figure 17.12.070-1, Natural Area Allocation, and in accordance with the following standards:

a. The area provided for natural area shall be based on and consistent with the existing types of natural areas (listed in BIMC 17.12.050.A.2) on the subject property, up to the maximum shown in Table 17.12.070-1, unless additional natural area is required due to the presence of PNAs (listed in BIMC 17.12.050.A.2.a).

b. All PNAs (listed in BIMC 17.12.050.A.2.a) are required to be designated as natural area even if this amount exceeds the maximum percent required shown in Table 17.12.070-1. This may result in no subdivision being permitted or a subdivision with less than the maximum number of lots allowed in accordance with Table 17.12.070-1.

c. If the area being subdivided contains less than the percent natural area shown in Table 17.12.070-1, then the designated natural area is identified accordingly and community space is required pursuant to BIMC 17.12.070.B.

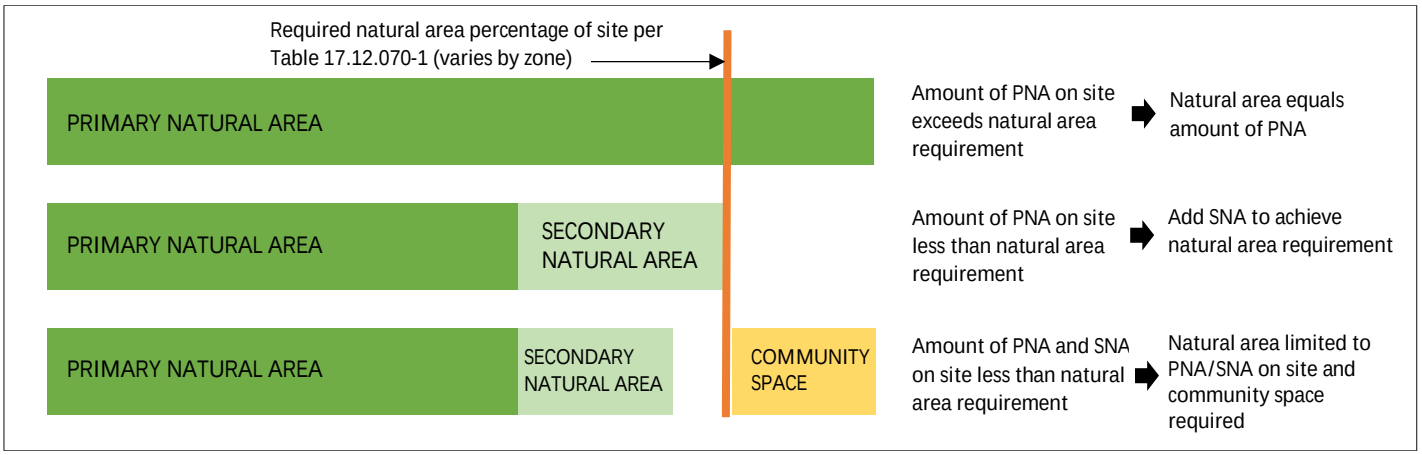
d. All lands subject to critical area regulations by Chapter 16.20 BIMC shall remain subject to those regulations. Buffer modifications or setback reductions may be used.

e. Natural areas may be included on individual lots.

f. Natural areas shall not be required to be dedicated to the public, and the owner shall not be required to permit public access to designated natural areas.

g. All natural areas shall be depicted on the face of the preliminary and final plat.

Figure 17.12.070-1. Natural Area Allocation.



4. Aquifer Recharge Protection Area (ARPA). Subdivisions in the R-0.4, R-1, and R-2 zoning districts shall meet the requirements of BIMC 16.20.100 and the following standards:

a. If a proposed subdivision includes more than one parcel, the ARPA shall be calculated based on the total square footage of all parcels;

b. If the required ARPA is greater than the required natural area, the natural area shall be increased to achieve the required ARPA area;

c. The 12,500 square foot development area allowed pursuant to BIMC 16.20.100.E.2.b shall be allocated in aggregate; that is, the total development area within the subdivision shall be determined by the total number of lots allowed multiplied by 12,500;

d. ARPAs within subdivisions shall be consistent with the ARPA development standards listed in BIMC 16.20.100.D.

5. Natural Area Configuration. Designated natural areas shall be configured in a manner that enhances and promotes the natural resource characteristics of the property and development pattern of the surrounding area. Natural area configuration shall satisfy the following guidelines to the extent feasible:

a. Natural area should be concentrated in large, consolidated areas; and
b. Natural area should connect to adjacent off-site open space areas, designated wildlife corridors and trails, and/or critical areas, where feasible; and
c. Natural area should be designed to preserve views from off site of the subject property; and
d. Natural area should be delineated with a low perimeter-to-area ratio;
e. Natural area shall have a with a minimum width of fifty (50) feet outside of roadside and perimeter buffers; and
e. Natural area may be included as a portion of one or more lots or may be contained in a separate tract, except for critical areas and their buffers and setbacks.

6. Natural Area Fencing and Signage. Fences and/or signs delineating the boundary of natural areas are required. The director shall determine which option (fence or sign) is required, based on the recommendations from the Design Guidance Review Meeting.

a. If fencing is required:
   i. Low-impact fences are preferred and must be constructed in accordance with the definition in BIMC 17.28.020;
   ii. Fencing is not required at the exterior boundary of the subdivision;
   iii. Gaps in fencing not exceeding five (5) feet are permitted; and
   iv. Gates are permitted if they are consistent with the definition of low-impact fences in BIMC 17.28.020.

b. If signs are required:
   i. They shall be constructed in accordance with the definition in BIMC 17.28.020; and
   ii. Typically, they shall be spaced at intervals of 50 feet, allowing for variation due to reasons such as topography, configuration of natural area, distance from other features, etc.

c. If signage is required and encroachments into the designated natural area occur, the director may require that the owner install fencing and/or additional signage to prevent future encroachments. Required fencing and signs shall be maintained in good repair, with repair or replacement to occur within 60 days.

7. Natural Area Ownership. Ownership of natural area shall be established consistent with one of the following forms of ownership:

a. Private Ownership. Natural areas may be held in private ownership if established by easements, restrictive covenants, the natural area management plan, or similar legal means; or
b. Common Ownership. Natural areas may be held in common by a home or property owners' association or other similar organization. For the purposes of this title, if a land trust or a similar conservancy maintains ownership or a conservation easement, that shall be considered common ownership. If this ownership pattern is selected, covenant, conditions, and/or restrictions shall be required; or
c. Public Ownership. Designated natural areas shall not be required to be dedicated to the city or other public agency, and the owner shall not be required to permit public access to designated natural areas. However, if the owner offers to dedicate, the city or other public agency may choose to accept ownership of natural areas. Consequently, upon approval and acceptance by the city council, the natural areas shall be dedicated to the public.

8. Natural Area Maintenance. An applicant shall submit a draft natural area management plan (NAMP) as described in the Bainbridge Island administrative manual, for review as part of the preliminary plat application. Final approval of the NAMP will occur at the time of final plat approval. The natural area management plan shall include:

a. A list of all approved uses for the natural areas. Where uses in separate natural areas vary, the specific location of each use shall be depicted graphically.
b. A maintenance plan for natural areas, that clearly describes the frequency and scope of maintenance activities for natural areas ~~and that meets all requirements set forth in subsection 7 herein, and in the Bainbridge Island administrative manual~~.
c. The approved NAMP must be filed with the Kitsap County Auditor. In the event that the natural area is not maintained consistent with the NAMP, the city shall have the right to enter the property for necessary maintenance, with the cost of such maintenance assessed against the landowner or, in the case of a homeowner's association, the owners of the properties within the subdivision and shall, if unpaid, become a tax lien on such property or properties.

9. Allowed Uses in Natural Area. The following uses are allowed in those natural areas that are not part of a required roadside or perimeter buffer (unless zoning regulations of BIMC Title 18, provisions of the shoreline master program per Chapter 16.12 BIMC, or critical areas regulations of Chapter 16.20 BIMC, including allowed uses within aquifer recharge protection areas, restrict that use):

a. Passive recreation, including pervious trails;
b. Agricultural uses and fencing necessary for animal control in SNAs only;

c. Potable water wells and well houses;
d. Low impact fencing or signs marking the natural area boundary or critical area boundary;
e. On-site sewage treatment system use approved by the director for all residential zones, if the applicant can demonstrate that (i) the proposed use will not adversely affect the function or characteristics of the specific natural area, (ii) the system is approved by the Kitsap County health district, and (iii) construction of the system will not require the removal of significant trees, native forests, vegetation within a required buffer for designated critical areas subject to Chapter 16.20 BIMC, or vegetation within areas designated for protection under the shoreline master program pursuant to Chapter 16.12 BIMC;
f. Storm drainage system use approved by the director for all residential zones if the applicant can demonstrate that (i) enhanced vegetation will be provided so that the facility appears as a natural feature, (ii) the proposed use will not adversely affect the function or characteristics of the specific natural area, (iii) the system meets the design standards of Chapters 15.20 and 15.21 BIMC, including low impact development designs, and (iv) the system design must contribute to the function and characteristics of the natural area feature by providing the following:
i. No above-ground storm detention facilities are permitted; and
ii. Enhanced vegetation will be provided in conjunction with the storm drainage facility in order to make it a more natural feature; and
iii. Pedestrian trails should be considered as part of the design; and
iv. While fencing of designated natural areas or critical areas may be required by the director pursuant to subsection A.8.a of this section, separate fencing of storm drainage facilities or areas shall only be installed if necessary to protect public safety. Where fencing is required, low impact fencing shall be used, and chain-link fences are prohibited unless superseded by state law.
g. Playgrounds and tot lots, picnic shelters and benches, community gardens, bus shelters, community art, or fountains may be allowed within a designated natural area, provided the proposed use will not adversely affect the function or characteristics of the specific natural area.
h. Solar panels, small wind energy generators, composting bins, rainwater harvesting barrels, cisterns, and rain gardens/swales, as defined in Chapter 18.36 BIMC, may be allowed within a designated natural area, provided the proposed feature will not result in the damage or removal of significant trees.

B. Community Space Required. All residential subdivisions, except short subdivisions and as modified in subsection 2, below, shall provide community space consistent with BIMC 17.28, Definitions, Table 17.12.070-1, and the following standards:

1. Community Space Objectives. Community space shall accomplish one or more of the following objectives:

a. Provide a place for residents to gather in shared space.
b. Provide common buildings, open space, or gardens.
c. Provide space for unstructured recreation.
d. Enhance a felt and actual sense of security, identity, and community.
e. Provide a protected, traffic-free environment.

2. Amount of Community Space Required. The minimum community space shown in Table 17.12.070-1 shall be provided and shall be depicted on the face of the plat. Community space is not required in the R-0.4, R-1, and R-2 zoning districts if the maximum natural area is provided.

3. Community Space Configuration. Community space should adjoin the largest practicable number of lots within the development. Non-adjoining lots shall be provided with safe and convenient pedestrian access to community space. Community space shall not include perimeter or roadside buffers.

4. Community Space Ownership. Ownership of community space shall be established consistent with one of the forms of ownership set forth in BIMC 17.12.050.A.5.

5. Community Space Maintenance. An applicant shall submit a draft community space management plan (CSMP) as described in the Bainbridge Island administrative manual, for review as part of the preliminary plat application. Final approval of the CSMP will occur at the time of final plat approval. The community space management plan shall include:

a. A list of all approved uses for the community space. Where uses in separate community spaces vary, the specific location of each use shall be depicted graphically.
b. A maintenance plan for community space that clearly describes the frequency and scope of maintenance activities, and that meets all requirements set forth in subsection 5 herein and the Bainbridge Island administrative manual.
c. The approved CSMP must be filed with the Kitsap County Auditor within thirty (30) days of final plat approval. In the event that the community space is not maintained consistent with the CSMP, the city shall have the right to enter the property for necessary maintenance, with the cost of such maintenance assessed against the landowner or, in the case of a homeowner's association, the owners of the properties within the subdivision and shall, if unpaid, become a tax lien on such property or properties.

6. Allowed Uses in Community Space. Community space may include uses such as crop and animal agriculture, meadows, orchards, pastures, turf fields, and common buildings. Prohibited and allowed uses within community space shall be included in the draft terms, conditions, covenants, and agreements proposed for the subdivision, which shall be submitted with the preliminary subdivision application. Final terms, conditions, covenants, and agreements must be filed with the Kitsap County Auditor within thirty (30) days of final plat approval.

17.12.060 Homesites. All single-family residential subdivisions require homesites located and designed consistent with BIMC 17.28, Definitions, Table 17.12.070-1, and the following standards:

A. Homesite Area.

1. A homesite area no greater than the maximum area shown in Table 17.12.070-1 shall be provided for each lot and shall be depicted on the face of the plat.
2. The homesite area shall include the primary residential dwelling, accessory buildings, and on-site parking, if provided on each lot within the subdivision.
3. Other allowed uses and structures include residential landscaping, pathways, turf, and fences; individual water, stormwater, and septic infrastructure.
4. Homesites shall not contain any portion of required PNAs. Homesites may include critical aquifer recharge areas but no portion of an aquifer recharge protection area.

B. Homesite Siting. The four-step design process outlined in Section 17.12.030 BIMC is intended to allow the characteristics of the land to determine the most suitable location of homesites. Homesites shall be sited to meet the following standards:

1. Homesite locations shall be configured to maintain the natural features of the site and minimize topographic alteration and clearing of existing vegetation.
2. Homesite locations shall facilitate the efficient use of land by limiting areas of disturbance, impervious surfaces, utility extensions, and roadways.
3. If clustered pursuant to Table 17.12.060-1, homesites shall be located to minimize adverse impacts to adjacent, previously existing residential development and are not required to be located near any existing home on the property.

C. Homesite Clustering. Clustering, or grouping, of homesites is required in accordance with Table 17.12.060-1.

17.12.070 General residential subdivision standards. All residential subdivisions shall comply with the following standards.

A. Constrained lots. If, due to site or design constraints, more than one homesite with supporting infrastructure cannot be located on or provided for a subject property, no division of land is permitted. Constrained lots may also result in a subdivision with less than the maximum number of lots allowed in accordance with Table 17.12.070-1.

B. Preexisting lots. Lots that have previously received final approval from the city, or that have previously received final approval from Kitsap County prior to inclusion within the city boundaries, and that do not comply with standards of this chapter shall be considered existing nonconforming lots, but any future resubdivision of any such lots shall comply with the requirements of this title.

C. Platted lots. The platted lot defines the extent of private ownership of land within the subdivision. The size, shape and potential uses of a lot depend on many factors that will be considered in the subdivision design process. Establishing lot lines is the last step in the design process, but a desired result will affect decisions throughout the process, and the physical characteristics of the entire property will present both constraints and opportunities. Standards applicable to lots are found in BIMC 17.12.070 and Table 17.12.070-1.

D. The short subdivision process shall not be used, either by a person alone or by persons acting together, at one time or over a period of time, to circumvent compliance with the more stringent requirements that control the subdivision of land into five or more lots. When an application for a short subdivision is filed within five years after the approval of a short subdivision on a contiguous land parcel, presumption of an attempt to circumvent short subdivision requirements may be invoked by the director as a basis for further investigation, to assure compliance with the intent of this provision and the requirements of a long subdivision.

D. Remaining area. Any area not designated as public or private access, buffers, lots, or utility tracts shall be designated as either natural area or community space, in accordance with the objectives in either BIMC 17.12.050.A.1 or 17.12.050.B.1.

E. Site Disturbance. The extent of land disturbing activities, as defined in BIMC 15.20.020.22, shall be limited to the minimum required for site preparation and construction.

F. Compatibility with Adjacent Development

1. Subdivisions shall be designed and located to ensure compatibility with existing adjacent development.
2. Views of house lots from exterior roads and abutting properties shall be minimized by preserving the natural topography and existing vegetation to the greatest extent possible.

G. Dimensional standards.

1. Table 17.12.070-1 sets forth minimum and maximum dimensional standards for single-family residential development. Dimensional standards for multifamily and commercial subdivisions shall be in accordance with Table 18.12.020-2 and Table 18.12.020-3.
2. Where a property is located in more than one zone district, units permitted by density calculations within each zone district must be constructed on the portion of the property located within that district and required setbacks for each zone district must be met. Permitted densities are not “blended” across the zone district line.

H. Septic Systems. Locations of individual or community drainfields and associated reserve drainfields shall comply with all applicable standards established by the Kitsap Public Health District or Washington Department of Health. Reserve drainfield areas shall remain undisturbed until such time as their use is required. This standard shall be noted on the face of the preliminary and final plat.

I. Streets and Vehicle Access. Subdivisions shall comply with the following standards unless modified by the City Engineer:

1. Subdivisions shall comply with all applicable standards of the "City of Bainbridge Island Design and Construction Standards and Specifications," as amended, and Island-Wide Transportation Plan, as amended. Deviations from the "City of Bainbridge Island Design and Construction Standards and Specifications" may be granted by the City Engineer upon evidence that such deviations are in the public interest and that they are based on sound engineering principles and practices. All requirements for safety, function, appearance and maintainability must be fully met. Desired deviations must be requested at the Design Guidance Review Meeting during the pre-application phase of the project.

2. Each lot in a residential subdivision shall have direct access to a public or private street, except for those with shared driveways or alternative lot designs that provide shared or clustered parking outside of individual lots.

3. The street system of a proposed subdivision shall be designed to connect with any existing, proposed, or planned streets outside of the subdivision or to create a connection beneficial to the overall circulation of the surrounding area, as determined by the City Engineer.

4. Interior street layout shall be oriented on the east/west axis if feasible, to maximize active and passive solar access.

5. To minimize impervious surfaces, all public rights-of-way, access easements, private streets, and driveways shall not be greater than the minimum dimensions required to meet standards.

6. Street names and traffic regulatory signs shall be provided, and their locations shall be indicated on the plat/plan. The locations of mailboxes and traffic regulatory signs are only required on the plat/plan when other public improvements are required.

7. Transit stops shall be provided as recommended by Kitsap Transit.

J. Parking and Garages.

1. Parking shall be provided consistent with BIMC 18.15.020, except as modified by this subsection.
2. Parking spaces provided on individual lots must be located within the designated homesite.
3. Parking spaces may be located outside of individual lots, consolidated in a remote or satellite parking area, or in individual or shared garages.
4. Consolidated parking areas shall be landscaped in accordance with BIMC 18.15.010.F.
5. Shared garages are limited to five vehicle spaces and shall not exceed 60 feet in length or 1440 square feet total.
6. Garages, including detached garages, located on individual homesites facing a public street shall be:
    a. Limited to two vehicles; and
    b. Either accessed from the side or rear or set back from the most front-facing exterior wall of habitable space a minimum of five feet unless the house is not visible from the public street.

K. Circulation and Access.

1. All subdivisions shall include a circulation and access system of walkways, paths, or trails that interconnect lots, commonly-owned natural area, community space, and adjacent access facilities. Trails that provide connection to streets, public areas or other trails through the subdivision boundaries shall provide public access.
2. Multi-modal facilities shall be consistent with the applicable standards of the "City of Bainbridge Island Design and Construction Standards and Specifications."
3. Subdivisions may be required to provide dedicated access easements if one or more "trail connection zones" are located on the site as shown on Map C and D (Non-Motorized System Plan) of the Island-Wide Transportation Plan, as amended.
4. Pursuant to RCW 58.17.110(1) sidewalks or other planning features shall be provided to assure safe walking conditions for students who walk to and from school.

L. Fencing.

1. Sight obscuring fencing is prohibited at the exterior boundary of a subdivision ~~along a public right of way~~.
2. Fencing within ~~a~~ perimeter or roadside buffers or at the exterior boundary of a subdivision ~~along a public right of way shall not exceed 3 feet, 6 inches in height~~ shall meet the requirements of low-impact fencing in accordance with the definition in BIMC 17.28.020.
~~3. Fencing at the exterior boundary of a subdivision along a public right of way is prohibited within the roadside buffer or at the edge of right of way.~~
4. Fencing around surface stormwater ponds shall not exceed 3 feet, 6 inches in height unless required by the City Engineer for safety reasons.
5. Fencing is prohibited in those roadside areas maintained by the City (e.g. shoulders, ditches, utilities).

M. Landscaping. Individual homeowners are responsible for the maintenance and modification of landscaping on their lots, subject to any rules and guidelines established by a homeowners' association or similar body. Native vegetation on the site should be retained and maintained where possible and landscaping should be responsive to the natural contours of the lot.

N. Perimeter Buffers. The intent of perimeter buffers is to visually and physically separate adjacent land uses, and when necessary, to minimize impacts of new development on adjacent properties. Perimeter buffers are not required along public rights-of-way.

1. Perimeter buffers shall be established at the exterior boundary of all subdivisions with a gross area of one acre or greater. Perimeter buffer shall be maintained as a "no cut/no build zone." Existing native vegetation, including significant trees and tree stands, shall be preserved within perimeter buffers. The tree retention, protection, and replacement requirements of BIMC 18.15.010.C apply to perimeter buffers unless modified by this section.

2. The minimum width of perimeter buffers for single family subdivisions shall be the width of the minimum homesite boundary to exterior plat boundary required in accordance with Table 17.12.070-1 or as determined by an administrative departure.

3. The minimum width of perimeter buffers for multifamily and commercial subdivisions shall be 25 feet in the R-0.4, R-1, and R-2 zoning districts and 15 feet in all other zoning districts either maintained or planted to achieve the full screen landscape standard provided in BIMC 18.15.010.D.4.a.

4. No additional planting is required in perimeter buffers of single family subdivisions unless all of the following are met:

a. The width of the homesite boundary to exterior plat boundary is less than the minimum required in accordance with Table 17.12.070-1, as determined by an administrative departure; and
b. Existing vegetation does not provide an effective visual screen; and
c. In the R-0.4, R-1, and R-2 zoning districts, the abutting property is not capable of being subdivided.

5. If additional planting is required, the following standards shall apply:

a. In the R-0.4, R-1, and R-2 zoning districts, additional plant material shall be installed to achieve the full screen landscape standard provided in BIMC 18.15.010.D.4.a along the portion of the exterior plat boundary that has been reduced. Alternatively, the applicant may submit a landscape plan that results in an effective visual screen of the subdivision from off-site properties along the portion of the exterior plat boundary that has been reduced. In either case, any additional plant material shall be native species and no turf or lawn is permitted.

b. In all other zoning districts, additional plant material shall be installed to achieve the full screen landscape standard provided in BIMC 18.15.010.D.4.a along the portion of the exterior plat boundary that has been reduced.

6. No structures, buildings, or parking facilities may be located within perimeter buffers, except that, utility lines and trails may be located within perimeter buffers provided no significant trees are removed.

7. Perimeter buffers may be included as a portion of one or more lots or may be contained in a separate tract.

8. Perimeter buffers may be included as a portion of the natural area required in BIMC 17.12.050.A.

9. The performance and maintenance assurances requirements of BIMC 18.15.010.H apply to perimeter buffers if additional planting is required.

10. The irrigation and maintenance standards of BIMC 18.15.010 apply to perimeter buffers if additional planting is required.

11. Perimeter buffers shall be shown on the face of the preliminary and final plat.

O. Roadside Buffers. The intent of roadside buffers is to enhance or retain Island character through the minimization of disturbance of existing roadside vegetation and screen new development from more highly traveled roads.

1. Roadside buffers are required for all subdivisions along collector or arterial roads in the R-0.4, R-1, and R-2 zoning designation. The minimum width of roadside buffers is 40 feet.

2. Roadside buffers shall be shown on the face of the preliminary plat. Roadside buffers may be part of individual lots or contained in a separate tract.

3. No structures, buildings, or parking facilities may be located within roadside buffers, except that, utility lines and boxes, mailboxes, entry signs, bus shelters, and transit stops may be located within roadside buffers. Local access streets and trails may cross roadside buffers provided no significant trees are removed.

4. Existing, native vegetation, including significant trees and tree stands, shall be retained within roadside buffers. Tree retention, protection, and replacement requirements in BIMC 18.15.010.C apply to roadside buffers.

5. If existing vegetation provides an effective visual screen, or is consistent with existing roadside character, no additional planting is required. If existing vegetation does not provide an effective year-round visual screen, additional plant material shall be installed, consistent with the following:

a. Additional plant material shall be installed to achieve the full screen landscape standard provided in BIMC 18.15.010.D.4.a. Any additional plant material shall be native species and no turf or lawn is permitted;
b. Additional plant material is not required if mature forest or other dense vegetation is not part of the existing roadside character.

6. Roadside buffers may be included as a portion of the natural area or community space required in BIMC 17.12.050.

7. The performance and maintenance assurances requirements of BIMC 18.15.010.H apply to perimeter buffers.

8. The irrigation and maintenance standards of BIMC 18.15.010 apply to perimeter buffers.

9. For subdivisions designating community space that is intended for agricultural use and would be adversely impacted by the addition of screening landscaping, a roadside buffer shall be required to use screening landscaping that does not adversely impact the proposed agricultural use.

10. To accommodate an existing house that is located within 25 feet of the subdivision boundary adjacent to a collector or arterial road, the roadside buffer width shall be reduced to the width adjoining the existing home between the existing house and the subdivision boundary adjacent to the collector or arterial road.

P. Design Diversity. All single family residential subdivisions outside the Neighborhood Center, Mixed Use Town Center, High School, R-8, and R-14 zoning districts shall avoid a uniform appearance and repetitive building types by incorporating measures that promote design diversity, including:

1. The same model and elevation shall not be built next to each other. Different models are defined as having variations in floor plans.

2. Home designs shall be varied to achieve a minimum of one floor plan for each three homes. Mirrored floor plans to not count as different floor plans. Methods to provide variation include building modulation and secondary building forms (e.g., covered porches, dormers, window bays). The number of floor plans per home is as follows:

a. 1-3 homes: 1 plan
b. 4-8 homes: 2 plans
c. 9-11 homes: 3 plans
d. 12 or more homes: 4 plans

3. In long subdivisions, at least 20 percent of the homes must be at least 25 percent smaller than average home size and 20 percent may be up to 25 percent larger than average home size. If 20 percent of the homes is a fraction, round to the nearest whole number.

Q. No City Maintenance of Streets in Short Subdivisions. Streets within a short subdivision shall not be maintained by the city unless such streets have been dedicated as a right-of-way, improved to current city standards, and accepted as part of the approved short subdivision. Therefore, unless accepted, the responsibility for maintenance shall lie with the owners of the lots.

17.12.080 Multifamily and nonresidential subdivisions. Subdivisions established for multifamily and nonresidential uses shall comply with all provisions of BIMC Title 18 (Zoning) applicable to the zone district where the property is located, and for the type of development anticipated. This requirement shall include, without limitation, compliance with design guidelines and standards for lot areas, dimensions, mobility and access, landscaping, screening, and vegetative buffers.

17.12.090 Special requirements for critical areas and shoreline.

A. Critical Areas. Any portion of any subdivision that contains a critical area as defined in Chapter 16.20 BIMC must conform to all requirements of that chapter.

B. Shoreline. Any portion of any subdivision located within the jurisdiction of the shoreline master program, as defined in Chapter 16.12 BIMC, must conform to all requirements of that chapter.

Table 17.12.060-1: Homesite Clustering Requirements

<table>
<tr><th>ZONING DISTRICT

DIMENSIONAL STANDARD</th><th>R-0.4</th><th>R-1</th><th>R-2</th><th>R-2.9</th><th>R-3.5</th><th>R-4.3</th><th>R-5</th><th>R-6</th><th>R-8</th><th>R-14</th><th>NC</th><th>MUTC
HS I and II</th></tr>
<tr><td colspan="13">HOMESITE CLUSTERING REQUIREMENT</td></tr>
<tr><td>Short Subdivisions

2-4 lots with greater than 50% natural area and community space combined</td><td colspan="3">n/a [1]</td><td colspan="9" rowspan="3">25 ft. maximum homesite separation</td></tr>
<tr><td rowspan="2">2-4 lots with less than 50% natural area and community space combined</td><td colspan="3">No maximum homesite separation [1]</td></tr>
<tr><td colspan="2">Site disturbance limited to 35% of site</td><td>n/a [1]</td></tr>
<tr><td>Long Subdivisions

5-9 lots with maximum natural area requirement</td><td colspan="3">No maximum homesite separation [1]
Site disturbance limited to 35% of site</td><td colspan="9" rowspan="5">25 ft. maximum homesite separation</td></tr>
<tr><td rowspan="2">5-9 lots with less than maximum natural area requirement</td><td colspan="2">50 ft. [2]</td><td>25 ft. [2]</td></tr>
<tr><td colspan="3">Maximum homesite separation</td></tr>
<tr><td rowspan="2">10+ lots</td><td colspan="2">50 ft.</td><td>25 ft.</td></tr>
<tr><td colspan="3">Maximum homesite separation</td></tr>
</table>

1. Homesite location needs to meet general requirements (BIMC 17.12.060.B).
2. As an alternative to maximum homesite separation, limit site disturbance to 35 percent of site.
3. Site disturbance includes land disturbing activity as defined in BIMC 15.20.020.22.

Table 17.12.070-1 Subdivision Dimensional Standards

[Numbers in brackets indicate additional requirements listed at the end of the table.]

ZONING DISTRICT DIMENSIONAL STANDARD	R-0.4	R-1	R-2	R-2.9	R-3.5	R-4.3	R-5	R-6	R-8	R-14	NC	MUTC HS I and II
MINIMUM LOT AREA												
Short and Long Subdivision	If the site is not served by a public sewer system, the minimum individual lot area shall be determined by the Kitsap Public Health District in accordance with Section 15 of the Kitsap County Board of Health Ordinance 2008A-01, Amended June 7, 2011, *Onsite Sewage System and General Sewage Sanitation Regulations*, as amended. If the site is served by a public sewer system, there is no minimum lot area. Individual lots may contain portions of natural area, community space, and access easements.											
Large Lot Subdivision	5 ac or 1/128th of a section, whichever is smaller.	N/A										
BASE DENSITY The "base density" of a property means the density designated on the zoning map, exclusive of any density bonuses (see BIMC 18.12.050.A). Irregularly shaped lots and lots containing critical areas may not be permitted to achieve maximum density. Additional regulations on density may apply pursuant to BIMC 16.20.												
Short, Long and Large Lot Subdivisions	The maximum number of lots permitted shall be calculated by dividing the total lot area of the property (without deducting areas to be dedicated as public rights-of-way or areas to be encumbered by private road easements) by the square footage shown below as the zone-specific base density.											
Base Density	100,000 sq. ft.	40,000 sq. ft.	20,000 sq. ft. [1]	15,000 sq. ft.	12,500 sq. ft.	10,000 sq. ft.	8,500 sq. ft.	7,260 sq. ft.	5,400 sq. ft.	3,100 sq. ft.	20,000 sq. ft. [2]	See FAR table
Base density pursuant to BIMC 18.12.030.A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	3,630 sq. ft.	2,074 sq. ft.	N/A	N/A
NATURAL AREA												
Minimum percentage of total site	55%	45%	30%	25%	25%	20%	15%	N/A	10%	5%	15%	5%
Minimum width	50 ft.			25 ft.				N/A	5 ft.			
COMMUNITY SPACE [x] Instead of providing the required 5% community space, that area may be added to the required natural area if it can be demonstrated that greater conservation area can be achieved. [y] Community space not required if maximum natural area is provided.												

ZONING DISTRICT DIMENSIONAL STANDARD	R-0.4	R-1	R-2	R-2.9	R-3.5	R-4.3	R-5	R-6	R-8	R-14	NC	MUTC HS I and II
Minimum percentage of total site	5% [x][y]	7.5% [y]	10% [y]	15%						10%	15%	10%
HOMESITE Note: Refer to definition of homesite and standards for homesites. [x] Refer to BIMC 16.12, Special Provisions for Point Monroe District – 1,400 sq. ft. maximum development area applies.												
Maximum size	~~10,000 sq. ft.~~ N/A	~~7,500 sq. ft.~~ N/A	6,500 sq. ft.	5,500 sq. ft.	4,500 sq. ft.	3,500 sq. ft.	3,500 sq. ft.	N/A [x]	3,000 sq. ft.	2,250 sq. ft.	3,500 sq. ft.	2,250 sq. ft.
HOME SIZE Note: Home size includes all floor area, including the garage, consistent with definitions in BIMC 18.12.050.F and 18.36.030.103.												
Maximum size	N/A								1,600 sq. ft.			
MAXIMUM LOT COVERAGE												
Short and Long Subdivision	Same as applied to the entire property that is the subject of the subdivision application, a portion of which shall be assigned to each lot at the time of preliminary plat approval.											
Large Lot Subdivision	10%	15%	20%	25%	25%	25%	25%	N/A	25%	40%	N/A	N/A
MINIMUM SETBACKS Note: Additional setbacks may be required by: (a) Chapter 16.08 or 16.12 BIMC, or (b) Chapter 16.20 BIMC, Critical Areas, or (c) BIMC 18.09.030, Use-specific standards, or [x] Attached or zero lot line, or zero homesite boundary, is allowed in all districts if building is 1,600 sf or less [y] ADUs do not need to meet TOTAL building to homesite boundary setback – only minimum setback; must be located within homesite.												
Building to homesite boundary Net building size 1,600 sq. ft. or less Minimum/total [x] [y]	5 ft. min., 10 ft. total						3 ft. min., 10 ft. total					
Building to homesite boundary Net building size 1,601 sq. ft. or more Minimum/total [y]	15 ft. min., 50 ft. total	10 ft. min., 25 ft. total	10 ft. min., 20 ft. total					N/A	N/A		N/A	
Building outside homesite to exterior plat boundary line Net building size 200 sq. ft. or less	50 ft.	25 ft.		10 ft.		5 ft.						

ZONING DISTRICT DIMENSIONAL STANDARD	R-0.4	R-1	R-2	R-2.9	R-3.5	R-4.3	R-5	R-6	R-8	R-14	NC	MUTC HS I and II
Building outside homesite to exterior plat boundary line Net building size 200 sq. ft. or more	50 ft.	25 ft.		10 ft.		5 ft.					5 ft.	
Homesite to exterior plat boundary line	50 ft.	25 ft.	15 ft.	10 ft.		0 ft.						
Any building to SR 305 right-of-way	75 ft.	75 ft.	75 ft.	N/A	25 ft.	N/A	N/A	N/A	25 ft.	N/A	25 ft.	25 ft.
Homesite to edge of arterial and collector right-of-way	25 ft.			10 ft.								
Building outside homesite to edge of arterial and collector right-of-way [3]	40 ft.			10 ft.								
Any building, other than shared garage, to subdivision access road	10 ft.						5 ft.					
Shoreline Jurisdiction	See Table 16.12.030-2, Dimensional Standards Table, and BIMC 16.12.040.I.3.h, Shoreline Structure Setbacks.											
SHARED GARAGE DIMENSIONAL STANDARDS												
Shared garage to subdivision access road	0 feet											
Shared garage to shared garage	10 feet											
Shared garage maximum size	60 feet long or 1440 square feet total											
MAXIMUM BUILDING HEIGHT												
Short, Long, and Large Lot Subdivisions	Height requirements for standard lots apply pursuant to BIMC Table 18.12.020-2.											

[1] The base density for that parcel in the Lynwood Center special planning area designated as R-2 is one unit per 20,000 sq. ft. but may be increased up to 3 units per acre; provided, that a public access easement is granted for that portion of the parcel that lies to the south of Point White Drive along the waters of Rich Passage. The base density of some parcels in the Fort Ward historic overlay district may be increased as shown in BIMC 18.24.110.
[2] In the NC district, single-family dwellings must be in accordance with zoning in the R-2 district except that bonus densities may be obtained pursuant to BIMC 18.12.030.D if applicable (see BIMC 18.09.030.B).
[3] Transit shelters allowed in setback subject to City approval.

Chapter 17.28

DEFINITIONS

Sections:
17.28.010 Rules of construction.
17.28.020 Definitions.

17.28.010 Rules of construction.
Rules of construction shall be those listed in BIMC 18.36.010. (Ord. 2011-02 § 2 (Exh. A), 2011)

17.28.020 Definitions.
1. "Arterial" means an arterial road as defined in the City of Bainbridge Island Islandwide Transportation Plan. ~~major thoroughfare used mainly for through traffic rather than access to nearby property. Arterials have greater traffic-carrying capacity than collector or local streets and are designed for continuously moving traffic~~.

~~2. "Block" means a group of lots, tracts or parcels within well-defined and fixed boundaries.~~

2~~3~~. "Buffer" means as defined in Chapter 18.36 BIMC.

~~4. "Circle template" means as defined in Chapter 18.36 BIMC.~~

~~5. "Cluster development" means a group of adjoining homesite areas situated in a suitable area of a property, designed in such a manner that facilitates the efficient use of land by reducing disturbed areas, impervious surfaces, utility extensions and roadways, while providing for the protection of valued open space features.~~

3~~6~~. "Cluster ~~grouping~~" means ~~a~~ grouping ~~of two or more homesite areas for short subdivisions and a grouping of four or more~~ homesites ~~for long~~ within a subdivision to facilitate the efficient use of land by limiting areas of disturbance, impervious surfaces, utility extensions and roadways. ~~s regulated by BIMC 17.12.030.B.~~

4~~7~~. "Code" means the City of Bainbridge Island Municipal Code.

5~~8~~. "Collector" means a collector road as defined in the ~~c~~City of Bainbridge Island ~~comprehensive plan~~ Islandwide Transportation Plan.

6. "Community space" means the portion of a subdivision maintained in perpetuity and designated for the common use and enjoyment of property owners within the subdivision.

7~~9~~. "Comprehensive plan" means as defined in Chapter 18.36 BIMC.

8~~10~~. "Contiguous land" means land adjoining and touching other land regardless of whether or not portions of the parcels have separate tax numbers, or were purchased at different times, in different sections, are in different government lots or are separated from each other by public or private easement or right-of-way.

9~~11~~. "Critical areas," as used in this title, means critical areas, ~~and~~ their protective buffers, and aquifer recharge protection areas as described by Chapter 16.20 BIMC.

10~~12~~. "Dedication" means the deliberate assignment of land by an owner for any general and public uses, reserving to the owner no other rights than such as are compatible with the full exercise and enjoyment of the public uses to which the property has been devoted. The intention to dedicate shall be evidenced by the owner by the presentment for filing of a final plat of a short or long subdivision, a large lot subdivision, or a nonresidential or multifamily subdivision showing the dedication. Acceptance of the filing shall be by approval of the final plat by the city.

11~~13~~. "Department" means as defined in Chapter 18.36 BIMC.

12~~14~~. "Director" means as defined in Chapter 18.36 BIMC.

The Bainbridge Island Municipal Code is current through Ordinance 2018-42, passed October 9, 2018.

13~~15~~. "Division" means a portion of property within an approved preliminary subdivision that is authorized to be recorded separately by the specific terms and conditions of the preliminary and/or final subdivision approval.

14. "Driveway" means the access provided from a subdivision access street to an individual lot, shared garage, or homesite.

15~~16~~. "Easement" means a right of use granted by a property owner to specific persons or to the public for use of land for a specific purpose.

16~~17~~. "Effective visual screen" means a sight-obscuring barrier provided by: (a) a topographic variation, (b) a physical condition, such as an existing native forest, or (c) installed vegetation that provides a visual barrier within five years of planting.

17. "Farms" and "farmland" mean land used for crop agriculture or livestock agriculture, as those terms are defined in Chapter 18.36 BIMC.

18. "Final subdivision" or "final plat" means the final drawing of the subdivision and dedication prepared for filing for record with the county auditor and containing all elements and requirements set forth in Chapter 58.17 RCW or its successors and the Bainbridge Island Municipal Code.

~~19. "Flexible lot design" is the design process the city uses that permits flexibility in lot development and encourages a more creative approach than traditional lot-by-lot subdivision. The flexible lot design process includes lot design standards for the placement of buildings, use of open spaces and circulation that best addresses site characteristics. This design process permits clustering of lots, with a variety of lot sizes, to provide open space, maintain Island character and protect the island's natural systems.~~

20. "Footprint" means a building footprint as defined in BIMC 18.12.050.

21. "Greenway" means a system composed of land areas and connector links. The land areas include, but are not limited to: large open areas, public lands, farmlands, critical areas, forests, shoreline areas, and parks. The features of the connector links include trail systems, riparian areas, visual or scenic views of ridgelines, wildlife corridors or any combination of these.

22. "Health district" means the Kitsap Public Health District ~~County health district~~.

23. "Hearing examiner" means the official designated as the hearing examiner for the city pursuant to BIMC Title

24. "Homesite ~~area~~" means ~~the area~~ that portion of a lot depicted on the face of a plat that is intended for development of the primary residential dwelling and accessory buildings and necessary infrastructure within a ~~cluster~~ subdivision.

25. "Island character" is the term used to describe the special character of the island – winding, narrow and vegetated roadways and forested areas, meadows, farms, areas that contain much of the island's wetlands and streams, aquifer recharge areas and fish and wildlife habitat areas. For the purposes of this title, it does not refer to a level of service, or type of development, or measure of development intensity.

26. "Landscaping" means as defined in Chapter 18.36 BIMC.

27~~26~~. Large Lot Subdivision. A "large lot subdivision" means the division or redivision of land into two or more lots for the purpose of sale, lease or transfer of ownership where each lot is not smaller than five acres or 1/128th of a section (whichever is smaller); provided, that this shall not include division or redivision of land where all parcels are greater than 20 acres or 1/32nd of a section.

28~~27~~. "Laws of descent" means the rules of inheritance law established by the state of Washington and the federal government that apply in cases where there is no will naming the persons to receive the possessions of a person who has died.

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2928. "Long subdivision" means the division or redivision of land into five or more lots, tracts (except tracts specifically reserved as ~~open space~~ natural area), parcels, sites or divisions for the purpose of sale, lease or transfer of ownership, but shall not include a short subdivision.

3029. "Lot" means a lot as defined in Chapter 18.36 BIMC.

3130. "Low-impact fencing" means a fence designed to preserve views into an area and wildlife access to and from the area while providing a physical barrier to prevent livestock or humans from easily or inadvertently entering the area. Low-impact fencing includes without limitation two- or three-tier split-rail or horse-rail fencing not exceeding five feet in height, four-inch by four-inch wooden posts with two or three strands of cable in between, or other fencing with similar visual, barrier, and access characteristics as determined by the director.

3231. "Mature vegetation on ridgelines" means as defined in Chapter 18.36 BIMC.

33. "Mature trees and shrubs" means as defined in Chapter 18.36 BIMC.

3432. "Meadow" means an open, nonforested area formed by the land's natural features and events of nature.

3533. "Native forest" means established forest areas primarily consisting of native trees and plants.

3634. "Native vegetation" means as defined in Chapter 18.36 BIMC.

37. "Natural area" means the undeveloped portion of a subdivision that contains natural resources features such as critical areas, significant tree stands, forested areas, native vegetation, and designated wildlife corridors, that is preserved in perpetuity designated or reserved for public use or enjoyment, or used for the private use and enjoyment of property owners within the subdivision.

3835. "Off-site views" or "views from off site" means as defined in Chapter 18.36 BIMC.

~~36. "Open space" means any area of land that is predominantly undeveloped and that provides physical and/or visual relief from the developed environment in perpetuity, that is generally unimproved and set aside, designated or reserved for public use or enjoyment, or used for the private use and enjoyment of property owners. Open space may consist of undeveloped areas, such as pastures and farmlands, woodlands, greenbelts, critical areas, pedestrian corridors and other natural areas that provide recreational opportunity and visual relief from developed areas. Open space excludes tidelands, areas occupied by buildings, and any other developed areas such as driveways, all rights-of-way and any other impervious surfaces not incidental to open space purposes.~~

3937. "~~Open space~~ Natural area sign" means a sign used to delineate the boundaries of designated open space, critical areas, and/or their buffers. Open space/critical areas signs shall be made of metal or similar durable material and shall be between 64 and 144 square inches in size.

4038. "Orchard" means as defined in Chapter 18.36 BIMC.

4139. "Pasture" means land used for grazing.

42. "Perimeter buffer" means a vegetated space retained or established at the exterior plat boundary of a subdivision that provides an effective visual screen between, and minimizes potentially adverse impacts to, adjacent properties.

4340. "Phasing" means the use of limits on construction, permitting or occupancy to reduce the immediacy or severity of impacts of the subdivision on the environment or to better achieve the requirements of state law for the concurrence of the facilities and services with the needs generated by development.

4441. "Plat" is a map or representation of a subdivision, showing thereon the division of a tract or parcel of land into lots, blocks, streets and alleys, or other divisions and dedications.

4542. "Planning commission" means the Bainbridge Island planning commission, as described in BIMC 2.14.020.

The Bainbridge Island Municipal Code is current through Ordinance 2018-42, passed October 9, 2018.

~~43~~6. "Platted lot" means a fractional part of divided lands having fixed boundaries, being of sufficient area and dimension to meet minimum zoning requirements for width and area and the flexible lot development standards contained within this title. The term includes tracts or parcels.

~~44~~7. "Preliminary plat" is a drawing of a proposed subdivision showing the general layout of streets and alleys, lots, blocks, and other elements of a subdivision consistent with the requirements of this title. The preliminary plat shall be the basis for the approval or disapproval of the layout of a subdivision.

~~45~~8. "Public way" means a dedicated street, easement allowing public access, and other forms of access open to the public.

~~46~~9. "Right-of-way" means land in which the state, county, city or other governmental entity owns the fee simple title or has an easement dedicated or required for a transportation or utility use. The right-of-way is the right to pass over the property of another. It refers to a strip of land legally established for the use of pedestrians, vehicles or utilities.

50~~47~~. "Road" means as defined in Chapter 12.38 BIMC.

51~~48~~. "Roadside buffer" means a vegetated space retained or established that provides an effective visual screen of new development or preserves existing roadside character, forested character, or scenic views.

52. "Scenic view or scenic viewshed" means a view of predominantly natural features typical of island character largely unobstructed by buildings.

53. "Shared garage" means a structure or building located outside of individual lots used to meet the parking requirements within a subdivision.

54~~48~~. "Short plat" means the map or representation of a short subdivision.

55~~49~~. "Short subdivision" is the division or redivision of land into four or fewer lots, tracts (except tracts specifically reserved as ~~open space~~ natural area), parcels or sites, for the purpose of sale, lease or transfer of ownership~~, except that the division or redivision of two or more existing lots into up to nine lots consistent with the procedures and standards contained in BIMC 17.12.030.A shall constitute a short subdivision if an applicant dedicates additional open space area pursuant to BIMC 17.12.030.A.5~~.

56~~50~~. "Significant tree" shall have the meaning defined in Chapter 18.36 BIMC.

57~~51~~. "Stormwater" shall have the meaning defined in Chapter 15.20 BIMC.

58~~52~~. "Street" shall have the meaning defined in Chapter 18.36 BIMC.

59. "Subdivision access road" means the access road that serves only the subdivision.

60~~53~~. "Testamentary provisions" means provisions of a last will or testament of a person who has died concerning land or property owned or controlled by that person, which provisions are generally carried out by an executor appointed by a court or public official on behalf of the deceased.

61~~54~~. "Wetland" shall have the meaning defined in Chapter 16.20 BIMC. (Ord. 2017-02 § 21, 2017; Ord. 2011-02 § 2 (Exh. A), 2011)

The Bainbridge Island Municipal Code is current through Ordinance 2018-42, passed October 9, 2018.

DESIGN REVIEW MANUAL

DESIGN FOR BAINBRIDGE

2019

ACKNOWLEDGMENTS

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framework

PARTNERSHIP berger

COATES DESIGN ARCHITECTS
Responsible Architecture.

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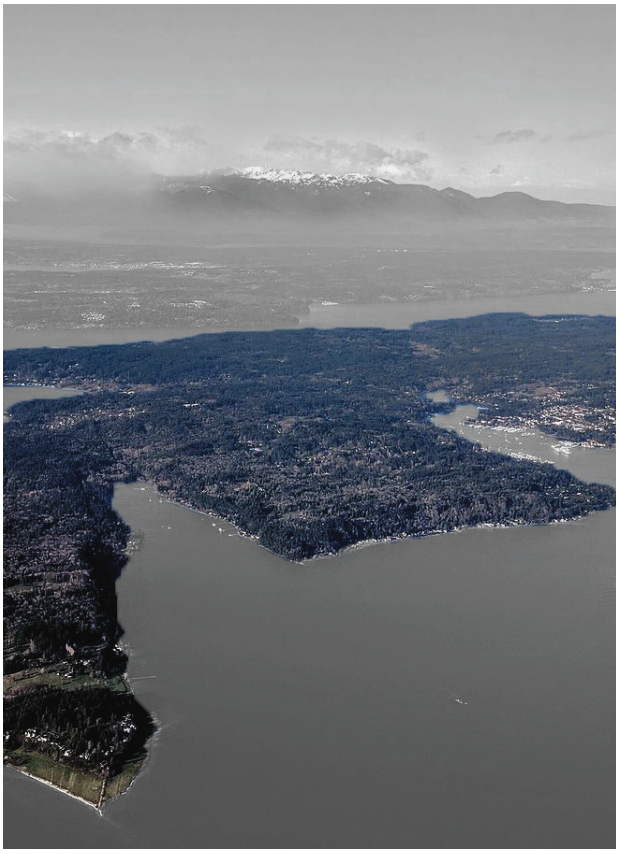
1 DESIGN ON BAINBRIDGE

The Island

Bainbridge Island is a close knit community with several neighborhood centers and a lively, walkable downtown in Winslow with a mix of shops, services and activities. The Island attracts residents and visitors with its magnificent natural setting and mix of rural and small-town charm, all a short ferry commute from Downtown Seattle. The City's residents are committed to preserving the Island's sense of community and green spaces, and deeply value the Island's natural lands, shorelines and enduring connection to local agriculture.



The City's Design Guidelines are based on the existing policies, principles and values established in Bainbridge Island's Comprehensive Plan and through community engagement. Each of these values and principles as they relate to the design of new development is articulated in the following section, and the guidelines draw on these principles and offer specific guidance to inform design at various scales and stages, including site design, building design and composition, and architectural detailing. The Guidelines were carefully crafted to ensure that new development reflects Bainbridge Island's common values and culture, and that it contributes to and enhances the City's built environment.

Values + Principles

The Bainbridge Island community values authenticity and design that is specific to Bainbridge. Generic approaches to design for sites, streets, buildings, and other elements are inconsistent with the island character and values.

DESIGN FOR BAINBRIDGE

Bainbridge Island's architecture is diverse, spanning a range of eras and architectural styles, but its urban fabric maintains a defining character and continuity within its varied buildings, streets and neighborhoods. Good design is the thoughtful composition of buildings, landscape and public spaces that creates a meaningful relationship to a building's surroundings and contributes to the public realm and neighborhood fabric. These guidelines define the responsibility of new development as respecting neighborhood context, responding sensitively to the surrounding built and natural environment, and contributing to the community.

DESIGN FOR SUSTAINABILITY & CLIMATE RESILIENCE

Bainbridge residents cherish the Island's natural environment and are committed to protecting and restoring the ecological and hydrological functions of its natural lands and water bodies. Sustainable design and green building practices help reduce the burden of development on natural systems, and help ensure Bainbridge Island is climate resilient. Concentrating growth in the Island's urban center through the zoning code and around shared infrastructure conserves natural habitat, ecological functions, open space and areas designed for recreational use. Specific elements of site design, building design, construction, and operation, such as efficient use of energy and water, integration of renewable energy, and use of sustainable and ethical materials can mitigate the environmental toll of new development and address local climate vulnerabilities.

DESIGN FOR A WALKABLE, BIKEABLE AND CONNECTED COMMUNITY

Part of a safe, healthy and sustainable community is a walkable, bikeable and transit-friendly built environment that encourages active transportation. Walkable, bike- and transit-friendly development that development that reduces reliance on cars can help improve air quality and help residents live healthier more active lives. New development should support alternative travel modes and contribute to the individual's connection to place. Thoughtful design can further both these goals enhancing the public realm that ties together the city's buildings, which in turn improves the quality of the walkable and bikeable experience.

DESIGN FOR HEALTH, EQUITY, AND INCLUSION

Healthy housing development and expansion of educational and civic institutions support diverse and inclusive growth, and help build thriving neighborhood centers. Design can have an effect not only on the community's look and feel, but also on housing affordability for people of different means, and the comfort of people from different backgrounds. Building an accessible community that supports transit and that creates and creates a quality pedestrian experience can help grow employment locally, improve quality of life, and lay the foundation for a more diverse community.

DESIGN TO FOSTER CULTURE AND SOCIAL WELL-BEING

The contributions of Bainbridge Island's residents through the arts, agriculture, and active organizations are a piece of what defines the City. Bainbridge Island's rich history, and dynamic cultural life are supported by the City's buildings, parks, and public spaces. They represent the community's experiences and foster a robust public life in Bainbridge Island's downtown, in distinct neighborhoods, and in the Island's rural areas. New development should contribute to and create spaces that are accessible and reflect local culture and identity.

DESIGN FOR CONNECTIONS TO THE NATURAL ENVIRONMENT

Bainbridge Island's natural environment is not simply a scenic backdrop for its built environment — the two are intimately connected. New development should draw inspiration from and preserve natural areas, responding to natural features like slopes, streams, heritage trees, and wetlands in ways that minimize disturbance and leave ecological functions intact.

How to Use this Document

Design for Bainbridge provides guidance for applicants to successfully navigate the design review process. This section highlights key elements of the design review process to improve clarity and predictability for the City, applicants, and the public.

When is Design Review Required?

The Bainbridge Island Municipal Code (BIMC) specifies when design review is required in Table 2.16.010-1: Summary Table of Land Use Procedures. The requirement for design review is based on the type of land use review required for the type of development or other activities proposed.

Design review is required for the following project types:

a. Major site plan and design review (includes any site plan and design review in the business/industrial zoning district)
b. Major conditional use permits
c. Preliminary long subdivisions
d. Preliminary large lot subdivisions
e. Major shoreline conditional use permits

Design review is optional for the following project types:

a. Minor site plan and design review
b. Minor conditional use permits
c. Preliminary short subdivisions

The development of single-family homes and minor activities or improvements like routine maintenance, interior work, or projects that don't require a building permit or a change of use are exempt.

Design Standards vs Guidelines

Design for Bainbridge includes both Design Standards and Design Guidelines. Design Standards are clearly defined, mandatory and applied based on the site's context (surrounding neighborhood, and natural environment), and the site itself. Guidelines are more flexible and provide different approaches to meeting the Design Standards. For a project to be approved, it must comply with all applicable Design Standards and demonstrate how the project team has applied Design Guidelines to meet those standards. Design Standards and Design Guidelines, and the development to which they apply, are defined below.

Design Standards: Standards mandate planning and design actions that the applicant must incorporate in their project application. Compliance with standards is mandatory and failure to meet a mandatory standard may be used as a basis for the city's denial of a project application.

Design Guidelines: Guidelines are voluntary and not mandatory; however, compliance with guidelines may be necessary to comply with the Design Standards. Guidelines provide a variety of ways to satisfy the Design Standards based on the specific context and site. Failure to meet a voluntary guideline cannot be used by the city as a basis for a project denial.

Development: Development means all structures and other modifications to the natural landscape above and below ground, on a particular site.

Relationship to Other Regulations, and Permit Review

Design review is part of an integrated land use and development review process. Regulations that come into play during this process include zoning, subdivision standards, building permits, and other regulations for shoreline development, critical areas, and State Environmental Policy Act (SEPA). The Design Review Board (DRB), in coordination with City staff, is responsible for design review which focuses solely on compliance with Design Standards and Design Guidelines contained in this document. Regulations for zoning, subdivisions, and buildings are reviewed and approved by other parties within the City. Design review starts early in the City's land use review process and concludes with final review and recommendations from the DRB directly to the Planning Commission, which then reviews the application for major site plan and subdivision applications. The final permit decision varies by the permit type but is typically made by the Planning Director or the City's Hearing Examiner. For more information on the permit review processes please refer to the City's Administrative Manual and Municipal Code (BIMC 2.16)

Departures

Design for Bainbridge is intended to provide flexibility in meeting the Design Standards and applying the Design Guidelines to projects. However, there may be circumstances where the applicant proposes a design solution that meets the guiding principles and intent of the standards and guidelines but is not in strict compliance. Departures may be approved by the final decision-maker with a recommendation on approval or denial by the DRB for projects under their review.

Definitions

The definitions contained in this section are applicable only to this document and its contents.

Active means fostering human activity and interaction, often to describe streets and public spaces with pedestrian traffic, events and programming, or uses that draw, facilitate, or serve as a backdrop for human interactions such as shops and restaurants.

Built Environment means the parts of our physical surroundings that are created by and for humans and serve as the setting for human activity.

Character is the distinctive qualities of a place, building or street.

Civic Uses are public buildings or institutions owned and operated by governmental or other public agencies. This includes government offices, courthouses, police and fire stations, and schools.

Context is the physical (including natural and human-made) and cultural environment around a specific site and how the site relates to those surroundings.

Development means all structures and other modifications of the natural landscape (both above and below ground) on a particular site.

Design Standards mandate planning and design actions that the applicant must incorporate in their project application. Compliance with standards is mandatory and failure to meet a mandatory standard may be used as a basis for the city's denial of a project application.

Design Guidelines are voluntary and not mandatory; however, compliance with guidelines may be necessary to comply with the Design Standards. Guidelines provide a variety of ways to satisfy the Design Standards based on the specific context and site. Failure to meet a voluntary guideline cannot be used by the city as a basis for a project denial.

Fenestration is the arrangement, proportioning, and design of windows and doors in a building.

Frontage means street-facing facade of a building and its relationship to the street.

Heat Island Effect is the tendency for built areas to be hotter than their surroundings because of absorbed solar radiation and lack of vegetation, in particular, trees.

Human Scale is the scale at which humans can comfortably interact with their environment based on the physical and cognitive characteristics and capabilities of the human body.

Impervious Surface means a non-vegetated surface area which either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development and/ or a hard surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads, packed earthen materials, and oiled macadam or other surfaces which similarly impede the natural infiltration of stormwater.

Massing: the shape, form and size of buildings.

Natural Systems such as ecosystems or water and nutrient cycles, are systems that exist in nature independent of human involvement and are composed of physical and biological materials and processes.

Permeable materials allow stormwater to infiltrate into the ground.

Public Realm means the spaces around, between and within buildings that are publicly accessible, and support public life and social interaction.

Resilience or climate resilience is the ability to anticipate, prepare for, and respond to hazardous events, trends, or disturbances related to climate.

Stormwater Runoff is the rainfall that flows over land, paved surfaces, and building rooftops.

Right-of-Way means all public streets and property granted or reserved for, or dedicated to, public use for streets, walkways, sidewalks, bikeways, parking, and horse trails, whether improved or unimproved, including the air rights, subsurface rights, and related easements.

Scale means a proportionate size, extent, degree, or level of detail typically in relation to a standard point of reference.

Stormwater Infiltration is the process by which rainfall and stormwater runoff flows into and through the subsurface soil.

Sense of Place is the relationship with the place and its identity as felt by residents and visitors and shaped through experiences of a place's natural, human-made, cultural, and historical features.

Street Types are the classifications for each street on the Island according to common functions and existing or desired characteristics. The permitted building frontages for each Street Type specify setback requirements and treatments between the building and the right-of-way

Transpiration is the process by which water moves through a plant and evaporates into the atmosphere from its leaves and exterior surfaces.

SUSTAINABILITY DEFINED

The term "sustainability" has become a frequently-used buzz word. Sometimes it is even used in an attempt to "green wash" a project or a proposal. Because sustainability is such a fundamental value in Bainbridge Island's design guidelines, a clear definition is needed. In common parlance, sustainability is defined as follows:

The ability to be maintained at a certain rate or level. Common examples are: "the sustainability of economic growth"; "the long-term sustainability of the project."

In the realm of ecology and the survival of the planet and all its inhabitants, sustainability is best defined in the context of living systems. Thus, "sustainability" means, simply, "to align with natural forces, or at least not to defy them," and is about everything we do as humans. To use the phrase "environmental sustainability," for example, or "sustainable agriculture" or a "sustainable economy," while grammatically correct, does not exemplify the true definition of, nor foster application of the real meaning of, sustainability. Sustainability, properly used, is about the entire planet as a living system, including all life forms.

Viewing a community as a living system recognizes that the "rules of the house" are non-negotiable biophysical principles and the elements of sustainability rest upon those principles.

To further understand this approach to community, it helps to know that "ecology" and "economics" have the same root: eco from the Greek oikos, or home. Ecology is the knowledge or understanding of the house, and economics is the management of the house—and it is the same house. Therefore, understanding our community as a living system—an ecosystem—will give us not only a new understanding of "economy" and "economics," but also will foster a vision of the future, along with strategies for its realization, that focus on resiliency, adaptability, and attunement with nature.

If we perceive ourselves and all we create as part of an ecosystem, it is easy to understand that our community is a living system within which there are nodes of wealth: social, natural and financial. All interact as a system and are linked together through nutrient cycles and energy flows, and the maintenance and health of these networks is essential to the overall health and prosperity of our community.

- Jane Rein, Design Review Board

2 DESIGN REVIEW

Design Review Process

The design review process, standards, and guidelines are structured to support good design and a deliberate design process from context and site down to design detailing. Design review is an iterative process intended to help applicants comply relevant standards and guidelines and develop designs for the project that fit Bainbridge Island and the unique context of the site.

1 Conceptual Proposal Review

The conceptual proposal review meeting is an informal meeting between the applicant and the Design Review Board to review site-specific conditions and contextual considerations for the design of development on site. This discussion is intended to inform strategies for site planning and massing that respond sensitively to the neighborhood context.

2 Design Guidance Review

Design guidance review meetings with the Design Review Board offer guidance to potential applicants during the design process on conceptual alternatives. The purpose of the design guidance review meeting is to review how the proposed alternatives fit the surrounding context with a focus on the development's program, uses, site plan, and massing. The Board will also consider any requested departures, the rationale for those departures and their consistency with the intent and principles of the guidelines.

3 Pre-Application Conference

The pre-application conference with City Staff is intended to provide input on preliminary, site, building plans and elevations, and ensure they address Design Standards and Design Guidelines in this document before the application set is finalized.

4 DRB Review & Recommendation

At this meeting, the Board will review the application plans for compliance with Design Standards and Design Guidelines and ensure that the project reflects any revisions recommended by the Board at previous meetings. The Board will document its findings and transmit a written recommendation to the Planning Commission. The Board's recommendation may include conditions to ensure compliance with all standards.

DISCUSSION TOPICS & MATERIALS

1 CONCEPTUAL PROPOSAL REVIEW

Context Analysis
Site Analysis
Statement of Intent

DRB MEETING

2 DESIGN GUIDANCE REVIEW

Concept Design & Alternatives
Massing & Siting Options

DRB MEETING

3 PRE-APPLICATION CONFERENCE

Site and Landscape Plans
Building Plans & Elevations
Guideline Compliance

COMMUNITY MEETING

APPLICATION STAGE

4 DRB REVIEW + RECOMMENDATION

Submittal Requirements

1 Conceptual Proposal Review

Site Analysis

a. Aerial map of with property lines marked and streets labeled within 500 feet;

b. Photos of the site;

c. Topography, physical, and natural features on the site;

d. Landscaping and tree species 6" or greater in diameter, and an arborist report for any landmark trees as defined in BIMC 16.32;

e. Vehicular and pedestrian access to the site including curbs;

f. Summary of applicable zoning standards and Design Guidelines.

Context Analysis

a. Requirements for analysis listed in the Context Analysis Section (Section 3);

b. Vicinity map(s) indicating:

- Property lines;
- Footprints of structures and existing ground and upper floor uses;
- Zoning districts and overlays;
- Natural features, recognized landmarks and designated historic sites or structures; and
- Roadways, sidewalks, trails, bicycle facilities and transit stations.

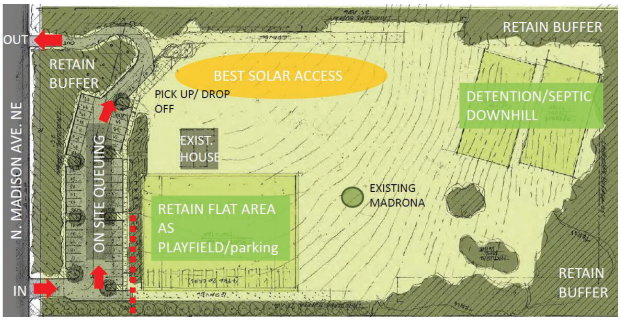
c. Photos of properties, structures, adjacent rights-of-way, natural features, and streetscapes within 500 feet.

Preliminary Development Program (Optional)

a. Preliminary development program (Residential or Live/Work Units, Retail or Office SF, Number of Parking Stalls); and

b. Description of how the program fits within the context and any sustainability, preservation or conservation goals as part of the project.

Conceptual site analysis



Context analysis map

2 Design Guidance Review

a. Vision statement & design intent;

b. Conceptual site plan and architectural massing concepts, and a description of how these designs respond to the context;

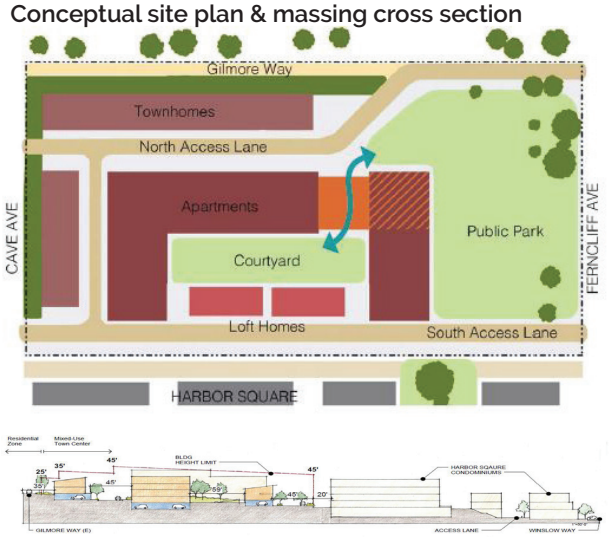
c. Development program (Residential or Live/ Work Units, Retail or Office SF, Number of Parking Stalls);

d. Description of how the program fits within the context and any sustainability, preservation or conservation goals as part of the project;

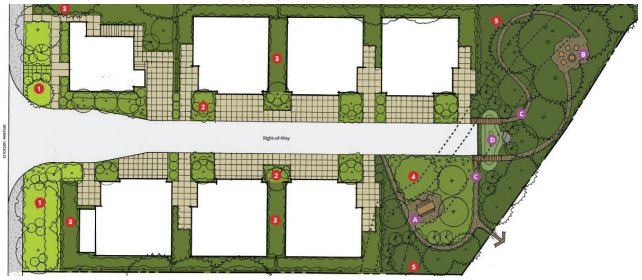
e. Graphic illustration of the overall massing at street level;

f. Narrative explanation of design cues from nearby architectural and natural features;

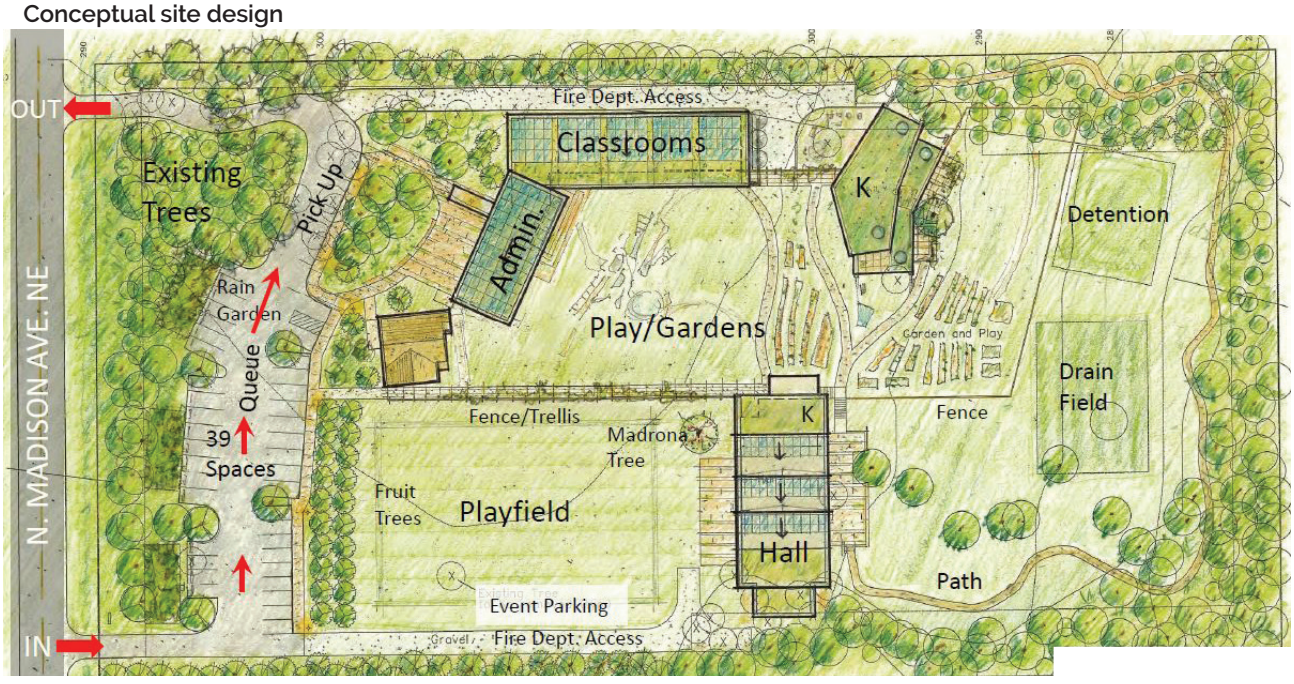
Conceptual site plan & massing cross section



Conceptual landscape plan



Conceptual site design



3 Pre-Application Conference

a. Illustrative site plan, including:
   - Property lines and easements and rights-of-way with dimensions;
   - Footprints of structures on adjacent properties with height in feet and stories;
   - Topography, physical and natural features on the site;
   - Vehicular and pedestrian access to the site including curbs; and
   - Landscaping and tree species 6" or greater in diameter, and an arborist report for any landmark trees.

b. Conceptual floor plans with uses differentiated by color, property boundaries, and buildings and uses on adjacent properties;

c. Preliminary building plans and elevations annotated with facade treatments, materials and colors;

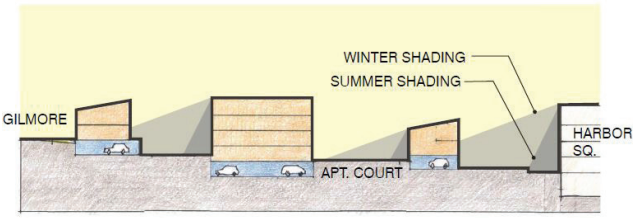
d. Sun/shadow graphic analysis;

e. Summary of applicable Zoning and Design Standards, Design Guidelines, and how applicant intends to meet those standards and guidelines as part of the proposed development with conceptual diagrams or graphics;

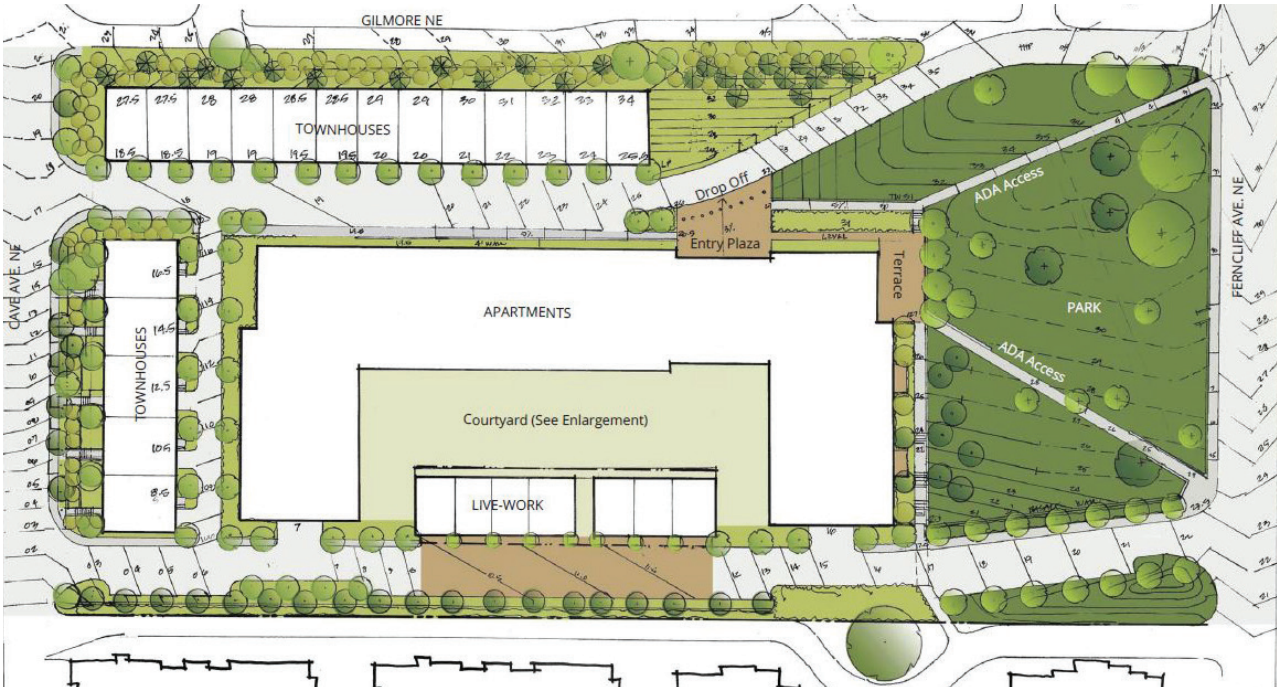
f. Description of how the project relates to the guiding principles in Section 1, and meets the intent of applicable Design Guidelines; and

g. Summary of all anticipated departures from applicable guidelines.

Sun/Shadow Analysis



Illustrative Site Plan



4 Final Design Review

a. Statement of Design Intent and how the project incorporated applicable guidelines;

b. Vicinity Map including property lines and rights-of-way with dimensions, footprints of buildings on adjacent properties, and natural features (landmark trees, streams, wetlands and steep slopes);

c. Final Site Plan Illustration in Color;

d. Final Landscape and Planting Plans;

e. Color Rendering or perspective illustration of the Proposed Development from the street and from an axiomatic view;

f. Final Floor Plan;

g. Final building plans and elevations for all facades;

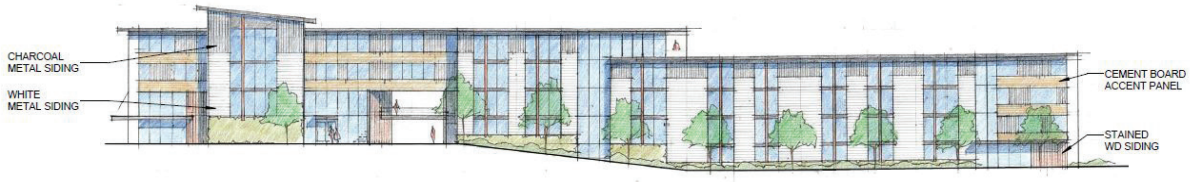
h. Detailed drawings of façade treatments;

i. Materials Palette, samples and cut sheets for all façade materials included in elevation drawings; and

j. Full summary and rationale for all requested departures from Design Guidelines and zoning parameters.

Perspective Illustration

Color elevations with materials



APARTMENT - NORTH ELEVATION

APARTMENT - EAST ELEVATION

APARTMENT - WEST ELEVATION

APARTMENT & LOFT HOMES - SOUTH ELEVATION

3 CONTEXT ANALYSIS

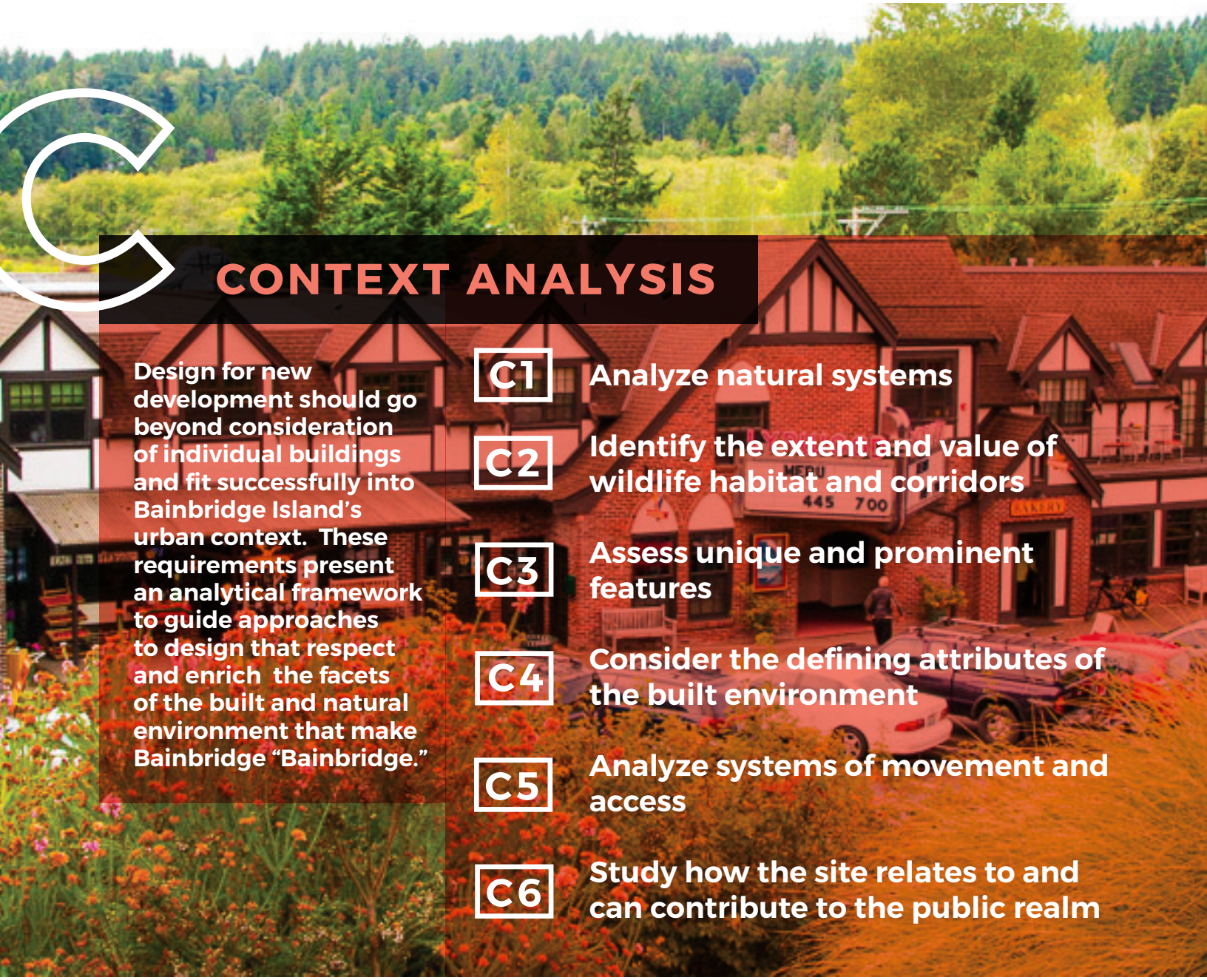
Introduction

Your site is part of our community.

Context analysis is a prerequisite for application of Design Standards and Design Guidelines. This section outlines requirements for applicants to present their understanding of the site's context. The components of the analysis included here are intended to be part of the review process and will be the focus of the Conceptual Proposal Review, the first meeting of the design review process.

A thorough understanding of all aspects of the site and its context is fundamental to design that fits and contributes to Bainbridge Island's unique built and natural environments. Development affects its setting through each facet of design in ways that can be striking or largely invisible to the public. It is not enough to simply describe the context, but to analyze its qualities and to understand and its implications for design.

An effective context analysis will carefully examine the relationship between the site, potential development, and the surrounding environment. This creates a foundation for design that takes cues from patterns in the surroundings and contributes to the Island's unique character, while preserving, supporting, and repairing the natural environment. Sustainability is an overarching goal for design on Bainbridge, and will be a key component in all respects of this analysis.



CONTEXT ANALYSIS

Design for new development should go beyond consideration of individual buildings and fit successfully into Bainbridge Island's urban context. These requirements present an analytical framework to guide approaches to design that respect and enrich the facets of the built and natural environment that make Bainbridge "Bainbridge."

C1 Analyze natural systems

C2 Identify the extent and value of wildlife habitat and corridors

C3 Assess unique and prominent features

C4 Consider the defining attributes of the built environment

C5 Analyze systems of movement and access

C6 Study how the site relates to and can contribute to the public realm

C1 NATURAL SYSTEMS

Natural systems include water and hydrology; vegetation, forests and soils; solar access and wind conditions. The natural systems analysis is the basis of designing a project that minimizes impacts and maximizes sustainable solutions for each project.

Analyze

Water:	stormwater, streams, wetlands, aquifers, and shorelines
Soil:	stormwater infiltration, geological hazards, and soil stability
Vegetation:	major trees, forested areas, and plant communities
Solar Access:	sun and shadow conditions on and near site
Wind:	prevailing wind direction
Resiliency:	current and future flood risk and tidal inundation, heat vulnerability and heat wave risk

C2 WILDLIFE HABITAT & CORRIDORS

Bainbridge Island's exceptional ecosystem and wildlife habitat is highly valued by the community, and development must be balanced with the diversity and abundance of native plants and animals. Habitat includes the terrestrial and marine environment, not only along the shoreline, but for upland sites as well.

Analyze

Habitat:	known species and identified key habitat
Connectivity:	existing or desired connections between key habitat areas
Shoreline:	existing conditions of waterfront sites

C3

UNIQUE & PROMINENT FEATURES

Some sites merit special attention because of how they relate to features that make Bainbridge Island distinct and memorable. These include a variety of natural and human-made features including views and vistas, bluffs, shorelines, bodies of water, historic buildings and working farms. The design review process will focus on minimizing impact on the visibility or character of these valued features as experienced from the public realm.

Analyze

Natural Features:	views and view corridors, significant trees, forested areas, outcroppings, waterfront, and beaches
Human-made Features:	civic or publicly significant buildings or structures, working farms, harbors, and marinas
Historic Sites:	past human activity, historic sites, and buildings

C4

BUILT ENVIRONMENT

The patterns of human-made buildings and spaces around the site inform project design. Appropriate design responses are not encouraged to mimic the built context of the site, but to find ways to be compatible and contribute to the surroundings.

Analyze

Massing:	height, bulk, and form of nearby buildings
Siting:	setbacks from property lines, access points, and relationship between buildings and open spaces
Scale:	how features, design elements and proportions relate to the human experience
Uses:	surrounding services, schools, and other institutional uses

C5 PUBLIC REALM

Public realm includes streets, sidewalks, parks, civic buildings and other places that are accessible to the public. These spaces are often enlivened by adjacent retail or other privately-owned entities. The public realm is at the heart of civic life, and the relationship of projects to the public realm is a fundamental design issue.

Analyze

Building Frontages:	relationship of nearby buildings to the sidewalk and streets
Activities:	nearby retail or other activities
Open Space:	location and type of nearby public and private open spaces
Landscape:	patterns of trees or other significant vegetation
Utilities:	utility poles, junction boxes, utility meters, and stormwater

C6 SYSTEMS OF MOVEMENT & ACCESS

The site context includes its connection to streets, sidewalks, open spaces, and trails. Appropriate approaches to site design will prioritize pedestrians, transit and principles of universal design, and will strive to create new connections wherever possible.

Analyze

Streets:	street classification, width, traffic levels, and parking
Sidewalks:	pedestrian network, materials
Transit:	nearby transit facilities
Bicycles:	nearby bike facilities
Access:	patterns of non-motorized and motorized access

4 DESIGN STANDARDS & GUIDELINES

Introduction

Design Standards establish the minimum requirements in *Design for Bainbridge* necessary to take advantage of the opportunities of the surrounding context and site while contributing to the neighborhood. To provide some flexibility, creativity in design, and address the specifics of each site, the Design Guidelines provide a variety of ways to meet the standards. Design Standards and guidelines are defined in Section 1 as a part of *How to Use this Document* - and are repeated below.

Design Standards: Standards mandate planning and design actions that the applicant must incorporate in their project application. Compliance with standards is mandatory and failure to meet a mandatory standard may be used as a basis for the city's denial of a project application.

Design Guidelines: Guidelines are voluntary and not mandatory; however, compliance with guidelines may be necessary to meet Design Standards. Guidelines provide a variety of ways to satisfy the Design Standards based on the specific context and site. Failure to meet a voluntary guideline cannot be used by the city as a basis for a project denial.

SITE DESIGN

- S1 Natural Systems
- S2 Wildlife Habitat
- S3 Unique Features
- S4 Built Environment
- S5 Systems of Movement

PUBLIC REALM

- P1 Walking & Cycling
- P2 Vehicles in the Public Realm
- P3 Hierarchy of Public Spaces
- P4 Connections to Public Spaces
- P5 Block & Frontage Patterns
- P6 Activity on Commercial Streets

BUILDING DESIGN

- B1 Clear Organizing Concept
- B2 Appropriate Architectural Language
- B3 Facade Composition & Scale
- B4 Sustainable Design
- B5 Materials & Detailing

LANDSCAPE

- L1 Landscape & Architecture
- L2 Public Realm
- L3 Sustainable Features
- L4 Green Infrastructure
- L5 Wildlife Habitat
- L6 Views & View Corridors

SITE DESIGN

Building on an understanding of the site and its context, site design defines how a building relates to its context. The placement, orientation and massing of buildings should support broader patterns in Bainbridge Island's built and natural environment as well as livable neighborhoods and communities.

S1 Protect and repair natural systems

S2 Preserve and enrich wildlife habitat

S3 Respect and magnify unique aspects of site and context

S4 Complement and contribute to the built environment and local identity

S5 Fit the project into the systems of access and movement, prioritizing pedestrians and bicycles

S1 PROTECT AND REPAIR NATURAL SYSTEMS

Intent

Design for new development should protect existing natural systems and mitigate disturbance to the maximum extent possible, In addition, designers should look for ways to heal and repair the Island's natural systems that have been impacted by previous development. Site design should embrace relationships to larger natural systems, and use these systems to inform sustainable design at the site and building level.

IslandWood worked with a 255-acre site on Bainbridge to minimize disturbance to natural systems and restore natural areas on site

a. Use natural topography to inform project design, stepping up or down hillsides.

b. Minimize soil disturbance and excavation, and preserve natural topsoil.

c. Preserve the hydrological functions of the site and create opportunities for natural stormwater infiltration.

d. Incorporate natural water features, habitat, and native plant communities on-site into project design so that they are ecologically functional.

e. Minimize and disconnect impervious cover to reduce runoff.

The Bullitt Center in Seattle integrates native vegetation in the street and public spaces with gray- and rainwater harvesting and filtration

S2 PRESERVE, RESTORE AND ENRICH WILDLIFE HABITAT

Intent

Urban growth often comes at the expense of natural habitat, degrading and fragmenting sensitive plant communities, wetlands, and riparian corridors that provide habitat for local fish, wildlife and pollinators. New development in Bainbridge Island should protect and restore habitat on site and connect to local habitat corridors.

Cedar Creek Watershed Education Center in North Bend, maintains a continuous wildlife habitat along the shore of Rattlesnake lake with green roofs and native plantings.

Dockside Green in Victoria, BC is built around system of stormwater treatment ponds that run into the upper harbor and create a network of wetland habitat.

a. Incorporate existing natural habitat and landscape into site design.

b. Connect new landscaped areas and fragmented habitat to networks of open space and larger habitat corridors wherever possible.

c. Consider porous fencing, hedging and shrubs to define property edges, or gaps in fencing and reduce barriers to wildlife.

d. Promote continuous habitat through private or communal landscaped areas and repair gaps in identified wildlife corridors wherever possible.

S3 RESPECT AND MAGNIFY UNIQUE ASPECTS OF THE SITE AND CONTEXT

Intent

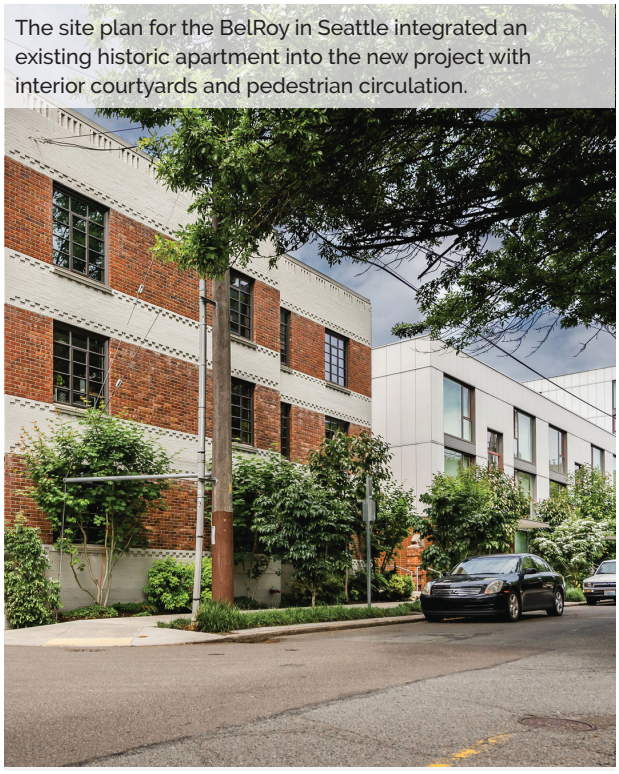
The character of Bainbridge Island is comprised by many kinds of natural and man-made features: historic buildings, views of water and mountains, rolling landscapes, forests, and farms. Development should recognize these features, avoid detracting from their prominence, and highlight them whenever possible.

Madison Square in Bainbridge Island preserved older trees on the site and integrated them into landscape, while framing views of nearby buildings.

a. Work with the particular features of the site—shape, ecological value and characteristics, views, vegetation, hydrology and topography—to create a unique solution for the project.

b. Preserve and highlight public views of unique features that contribute to Bainbridge Island's character.

c. Support visual connections to nearby landmarks.



The site plan for the BelRoy in Seattle integrated an existing historic apartment into the new project with interior courtyards and pedestrian circulation.

S4 COMPLEMENT AND CONTRIBUTE TO THE BUILT ENVIRONMENT AND LOCAL IDENTITY

Intent

Buildings and open spaces should be designed to create a sense of place and contribute to neighborhood identity. Projects should be built to feel like they "belong" to their site and context, becoming part of the fabric of beloved places on Bainbridge Island.

Bainbridge Island City Hall is distinct but not out of place, with a frontage that fits well with the proportions of nearby buildings and a clear public entrance.

a. Site access and new structures to complement patterns in the built environment with attention to setbacks, spaces between buildings, scale, and entries along the street.

b. Create or reinforce a well-defined rhythm of intervals of built and open spaces, designed for the human scale.

c. Develop frontages with quality, interest, and variety, using multiple smaller scale buildings if needed for to fit with neighborhood character.

d. Avoid visually impermeable fencing, high fencing or other monolithic features along publicly visible edges of the site.

The San Juan Building on Ferncliff Avenue in Bainbridge Island keeps the rhythm and scale of it surroundings with a primary facade broken into to smaller sections.

S5 FIT THE PROJECT INTO THE SYSTEMS OF ACCESS AND MOVEMENT, PRIORITIZING PEDESTRIANS AND BICYCLES

Intent

Livable and sustainable communities are walkable and bikeable. Good design in Bainbridge Island will favor pedestrian and bicycle scale, and carefully consider the project's place in the network of streets, sidewalks and trails in decisions about entries, ADA access, and location of vehicular access. Projects should prioritize the pedestrian environment and encourage sustainable transportation choices.

The Ericksen Cottages in Bainbridge Island connect to Ericksen Avenue with a network of pedestrian paths and shared parking areas that minimize impacts on pedestrian areas.

a. Locate and orient primary pedestrian access to the site toward major pedestrian and bicycle travel routes and transit facilities.

b. Incorporate dedicated pedestrian access that connects and aligns with existing public and private pedestrian infrastructure.

c. Integrate access for people of all abilities into the project design so that all visitors are welcome through primary entries and access points.

d. Locate at-grade parking and vehicular access away from active pedestrian areas wherever possible and screen at-grade parking from public view.

e. Provide bicycle parking near access points to and active areas to maximize visibility and convenience.

f. Consider including pedestrian-oriented public spaces and spaces for informal community gathering in non-residential projects.

The Winslow has integrated pedestrian access into the building's front plaza along Winslow Way and interior courtyard off on Ericksen Avenue.

S6 SUPPORT AND CONTRIBUTE TO A VIBRANT PUBLIC REALM

Intent

The public realm should be considered at the site planning level. Some projects will be fully private, but experienced from people passing by. Residential development will have a relationship to passers-by and visitors as well as the residents. Retail buildings and civic buildings have important relationships to the public realm, where dedicated space may be warranted. For all of these project types, the visual and physical relationship to the public realm begins at the site planning level for the most appropriate and beneficial interaction with the community.

a. Arrange site elements to define a clear 'public front' facing toward the primary street.

b. Minimize vehicular presence in the public realm, with driveways and garages de-emphasized in terms of location, width and design.

c. Consider the hierarchy of uses in site design, with important uses or features emphasized.

d. Incorporate natural systems into public spaces in the site where possible and appropriate.

e. Give prominence to pedestrian entrances over vehicle access.

f. Reinforce defined and active street edges and design public facing frontages to interact directly with the public realm as appropriate.

The BelRoy in Seattle has a strong relationship with the street, with a visible and welcoming pedestrian entrances and storefronts and seating that interact with the street.

Chophouse Row in Seattle integrates an active pedestrian route through a series of indoor and outdoor spaces that support the ground level commercial uses on the site.

PUBLIC REALM

Bainbridge Island's network of streets, trails and public spaces are the setting for public life in the city. They support community events and local activities, build the experience of the Island and express local identity. New development should contribute to streetscapes, public and open spaces, and street frontages, and foster activity at street level where appropriate.

P1 Create a safe and comfortable environment for walking and cycling.

P2 Minimize impact of vehicles on the public realm

P3 Design to support a legible hierarchy of public spaces

P4 Strengthen public space connections

P5 Draw from and enhance existing block patterns

P6 Foster interest and activity along commercial streets

P1 CREATE A SAFE AND COMFORTABLE ENVIRONMENT FOR WALKING AND CYCLING

Intent

Whether a project is located in the Island's downtown, neighborhood centers, or rural areas, new development should consider the site's relationship to the pedestrian environment, and how the project can contribute to safety, comfort and continuity in the pedestrian realm.

The Camelia Apartments in Bainbridge Island integrate public walkways through the site with landscaping to provide access to Island Village and Hildebrand Lane.

a. Connect on-site pedestrian walkways with existing public or private routes where projects can improve the network for people walking.

b. Integrate universal design in pedestrian routes, access points and entries, with multi-sensory cues where appropriate in public spaces and access points using visual, auditory and tactile signals.

c. Integrate lighting for pedestrian pathways and entrances to provide safety, mark entry locations and highlight design features.

d. Orient primary entrances toward the site's most active public street frontage.

e. Contribute to the network of safe bicycle routes where possible.

f. Provide bicycle parking at access points to open spaces and buildings, and coordinate bike racks and fixtures with other outdoor furniture on site, along adjacent streets, or nearby public spaces.

This outdoor dining area connects directly to the street, using planters and hardscape materials to define the space associated with the beer garden.

P2 MINIMIZE THE IMPACT OF VEHICLES ON THE PUBLIC REALM

Intent

Public realm design should focus on people rather than cars and vehicular access. Projects should strive to keep conflicts between motorists and people walking and biking to a minimum, and support active and inviting streets by reducing the visual impact service areas, parking, and vehicular access.

This street treatment in Langley, WA makes good use of material and textural cues, and uses on-street parking and loading instead of curb cut access to reduce conflicts.

a. Encourage non-polluting transportation options, such as shared vehicle access and parking in multiple ownership circumstances.

b. Minimize the size and number of curb cuts and locate curb cuts away from active pedestrian areas wherever possible.

c. Screen service uses and parking when near public space using ground floor uses and/or landscaping.

d. Reduce conflicts between pedestrians and motorists through design elements such as planters, paving patterns, or lighting.

e. Create clearly defined pedestrian paths through parking areas with sidewalks or other dedicated facilities.

Pedestrian access for Whidbey Telecom uses variation in materials, landscaping, screening and physical barriers to create a safe pedestrian environment within a parking lot.

P3 DESIGN TO SUPPORT A LEGIBLE HIERARCHY OF PUBLIC SPACES

Intent

Projects should understand their location in the hierarchy of public space and respond accordingly. For example, a site that terminates a vista would be designed as a focal point, while a project that is part of the urban fabric would be designed to fit well with adjacent properties. Design to support a hierarchy of public spaces will help wayfinding and character.

The Marketfront in Seattle creates defined public spaces that highlight views of Elliott Bay, and defines a hierarchy of public and private spaces along the market.

a. Use buildings to help shape and define public spaces where appropriate.

b. Consider vistas, views and irregularities in the street network and block pattern to retain views or to create focal points.

c. Highlight important crossings, intersections, and transitions where appropriate.

d. Incorporate wayfinding that complements project design and surrounding wayfinding systems, with common indicators, destinations, and signed decision points.

An alley in California uses the space between buildings as both a pedestrian connection and as outdoor dining, with framed views of nearby buildings.

P4 STRENGTHEN PUBLIC SPACE CONNECTIONS

Intent

Design for new development on Bainbridge Island should pay careful attention to how the building will interact with the public realm—street, sidewalk, open spaces and landscape. Projects should look for opportunities to make stronger connections in the Island's network of public spaces wherever possible.

Clyde alley in Langley supports pedestrian connections through the center of the block and to other public spaces along 2nd Street.

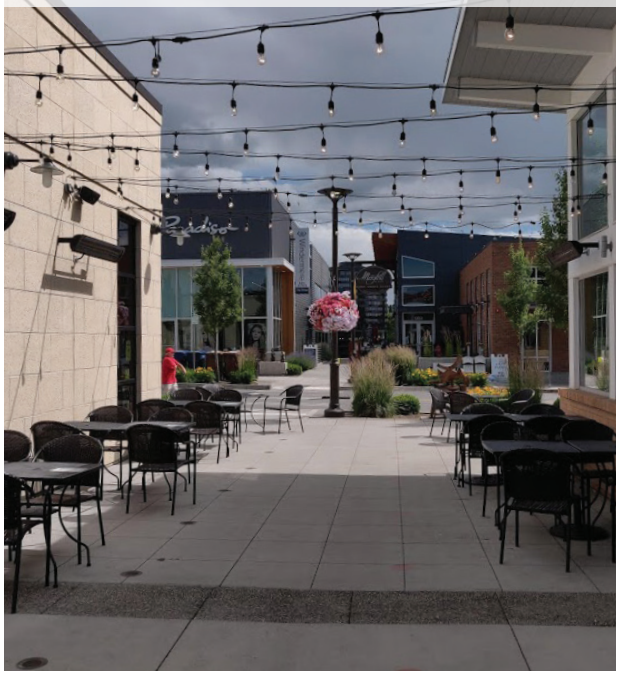
a. Locate primary entrances along the main street, and contribute to the character of the street.

b. Align public spaces, passages and access with existing pedestrian paths or desire lines where no formal paths exist. Public through-routes in Winslow are excellent examples of pedestrian-scale connections.

c. Where appropriate, provide open spaces adjacent to the sidewalk and design public frontages to support direct engagement with the street and pedestrian activity.

d. Use public art to enhance entrances to buildings and public spaces and to create or highlight unique transitions.

A pedestrian alley in Spokane's Kendall Yards creates a direct connection to the Spokane Falls and includes outdoor seating and dining areas that support nearby uses.



P5 DRAW FROM AND ENHANCE EXISTING BLOCK AND FRONTAGE PATTERNS

Intent

Regardless of how people get around, everyone is a pedestrian at some point. Pedestrian-oriented design creates safe, accessible and welcoming for spaces for all in ways that are contextually appropriate for Bainbridge Island's varied environments. Whether it is in the Island's downtown, neighborhood centers, or rural areas, new development should contemplate the site's relationship to the pedestrian environment, and how the project can contribute to safety, comfort and continuity in the pedestrian realm.

a. Seize on the prominent location of corner sites to create focal points with careful detailing and integrated public spaces.

b. Create a porous site with public pedestrian routes through larger developments.

c. Break down the massing of buildings and the scale of long facades to fit the rhythm of the surrounding block.

d. Create a human scale environment at street level with detailing that adds variety and rhythm to the facade.

The Braeburn in Langley WA is integrated into the nearby mid-block crossing and plaza, and uses it's corner location to help create a welcoming entrance to Clyde Alley.

The Braeburn draws on established building patterns, scale and rhythm along 2nd Street for a successful fit with historic building downtown.

P6 FOSTER INTEREST AND ACTIVITY ALONG COMMERCIAL STREETS

Intent

Bainbridge Island is fortunate to have strong and active retail "main streets" in Winslow, Lynwood and Rolling Bay. New development should reinforce the scale and positive attributes of these commercial streets with pedestrian-scale interest and activities.

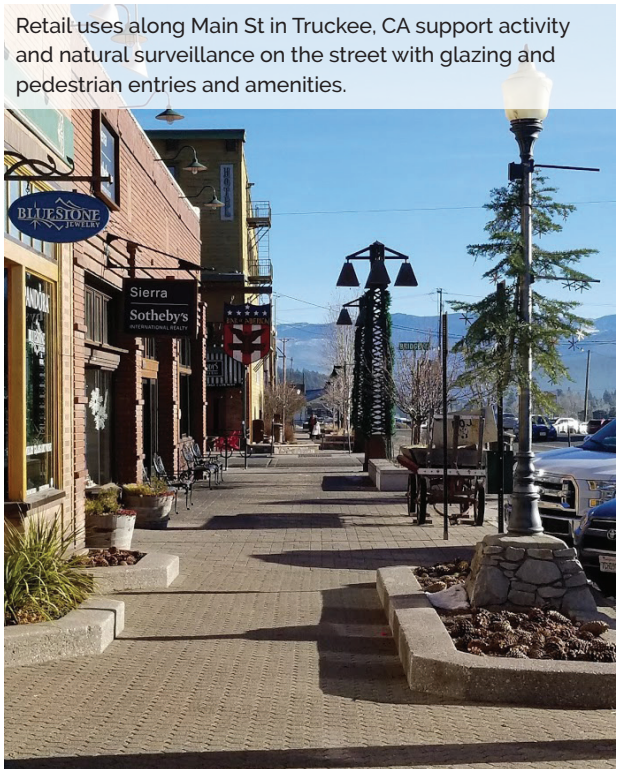
An activated set of storefronts connects directly to the street with seating, shade and large windows.

a. Support adjacent sidewalks and public spaces with active ground floor uses and amenities such as displays and seating, and public art,

b. Place doors, windows, balconies and street-level uses to provide lines of sight for natural surveillance of the street, private and public realm.

c. Build in multiple entries to allow for smaller storefronts, and design to allow retail facades to be adapted to the particular users to give spaces interest and character.

d. Locate utility areas away from active spaces on commercial streets.



Retail uses along Main St in Truckee, CA support activity and natural surveillance on the street with glazing and pedestrian entries and amenities.

B BUILDING DESIGN

Bainbridge Island's diverse buildings types and architectural styles work together with the Island's unique natural setting to create a beloved character. New development should reinforce the character of Bainbridge with thoughtful, well-designed, high quality buildings.

B1 Express a clear organizing architectural concept

B2 Use an architectural language appropriate to Bainbridge Island

B3 Create well composed facades at all scales

B4 Celebrate and prominently feature sustainable design

B5 Use high quality, sustainable materials and well-crafted details

B1 EXPRESS A CLEAR ORGANIZING ARCHITECTURAL CONCEPT

Intent

Buildings are expected to have a clear architectural concept that is internally consistent, appropriate to the building's site and functions, and elegantly expressed.

The Bainbridge Island Museum of Art presents a clear architectural concept developed around public spaces and nearby streets with a clear rhythm and organization of uses.

a. Base the design on a thoughtful organization of uses in plan, taking into account the arrangement of the development program and its relationship to the context of the site.

b. The architectural concept should be rooted in and express sustainable design principles.

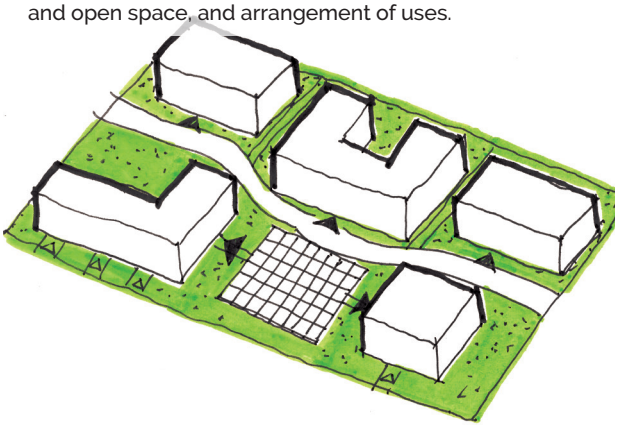
c. The architectural concept should be appropriate to the Pacific Northwest's climate and materials, as well as to the specific conditions of the site.

d. In the building concept and floor plan, consider the relationship of building uses and public space; for example, locating an entry lobby along the street, or designing residential windows to have a degree of privacy from passers-by.

e. Express the rhythm of the building's structural organization in the facades.

f. The architectural concept should make the building's uses and hierarchy legible.

This diagram represents a concept that takes considers the relationship between buildings, access and public and open space, and arrangement of uses.



B2 USE AN ARCHITECTURAL LANGUAGE APPROPRIATE TO BAINBRIDGE ISLAND

Intent

The Design Guidelines do not prescribe architectural styles, but projects are expected to have an attractive and coherent style that fits well with the climate and context of Bainbridge Island.

The Winslow in Bainbridge Island draws on the historic context along Winslow Way and Ericksen Avenue for a consistent and coherent architectural style that fits well.

a. Consider the context and history of Bainbridge Island in the building's massing, roof forms, and siting.

b. Use materials that are locally sourced and regenerative wherever possible.

c. Include weather-protection and other climate appropriate design as an integral part of the architectural language and detailing.

d. Use surrounding building forms (found in context analysis) to inform building shape and form.

Grace Episcopal Church in Bainbridge Island uses locally appropriate style and materials that help integrate the building into the site and surrounding natural setting.

B3 CREATE WELL COMPOSED FACADES AT ALL SCALES

Intent

Facades are not only the visible faces of a building. Facades are the interface between the interior uses and the public realm, bringing in daylight and keeping out the weather. They play a major role in energy efficiency and define the architectural style. Façade design is critical to the success of a building from urbanistic and sustainability standpoints, and thoughtful design is expected for all facades.

An office building on Hildebrand Lane in Bainbridge Island uses detailing and alternation of two primary materials to create a sense of texture and human scale.

a. Design all facades visible to the public to be attractive and well-proportioned, with a graceful composition of fenestration and opaque areas and a sense of texture and depth along building surfaces.

b. Create an architectural concept appropriate to Bainbridge Island and the character of the building's surroundings.

c. Design the building to be attractive from vantage points near and far, with all visible facades receiving full attention to design.

d. Design the building to be pleasing and coherent at multiple scales—from massing and roof form to secondary features such as fenestration and balconies, to details, textures and finishes.

e. Give attention to the level of human scale experienced from the public realm, including detailing at doors and windows and other architectural features such as porches, canopies, balconies, and the like.

f. Incorporate design detail, articulation and quality materials and a sense of human scale in all building facades.

g. Integrate utilities and service functions into architectural concept for building, screening mechanical equipment and trash facilities from view.

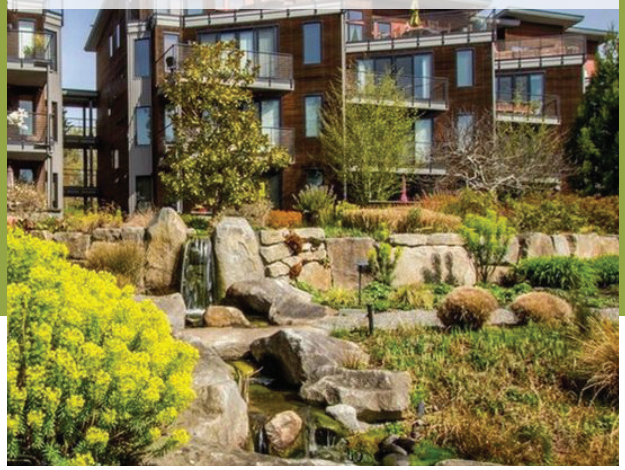
The Klotski Building in Seattle, WA has an inset ground level storefront with floor-to-ceiling windows, and a simple pattern of vertical elements on its upper stories that create a coherent composition with depth and appropriate detail.

B4 CELEBRATE AND PROMINENTLY FEATURE SUSTAINABLE DESIGN

Intent

Projects in Bainbridge Island are expected to be environmentally responsible and resource efficient throughout their life cycle. Buildings will need to meet the requirements of the City and County that require sustainable design; the Design Guidelines are intended to express the values of a healthy environment in the design expression of each project.

The Vineyard Lane apartments in Bainbridge Island use sustainable materials, building practices and design to help reduce energy use.



a. Reuse existing structures whenever possible, recognizing that the most sustainable buildings are those that already exist.

b. Use building materials that reflect a sense of place, favoring recycled or renewable resources and/or local sources.

c. Highlight regenerative materials and renewable energy generation such as solar panel or turbines as visible expressions of the community's aesthetic and values.

d. Offer access to natural light and ventilation in living and working spaces for comfort and reduced energy consumption.

e. Manage direct sunlight with solar control and shading devices, and integrate these features into the overall design, with each facade responding to solar orientation.

f. Consider green or living walls and/or roofs with plants adapted to Bainbridge Island's microclimate; make them visible where possible.

g. Design for flexibility so that the building can be adapted in the future, including reuse of structured parking for non-vehicular future uses.

The Grow Community in Bainbridge Island incorporates reusable energy, efficient heating and cooling systems, and building materials that support thermal efficiency.

B5 USE HIGH-QUALITY MATERIALS AND WELL-CRAFTED DETAILS

Intent

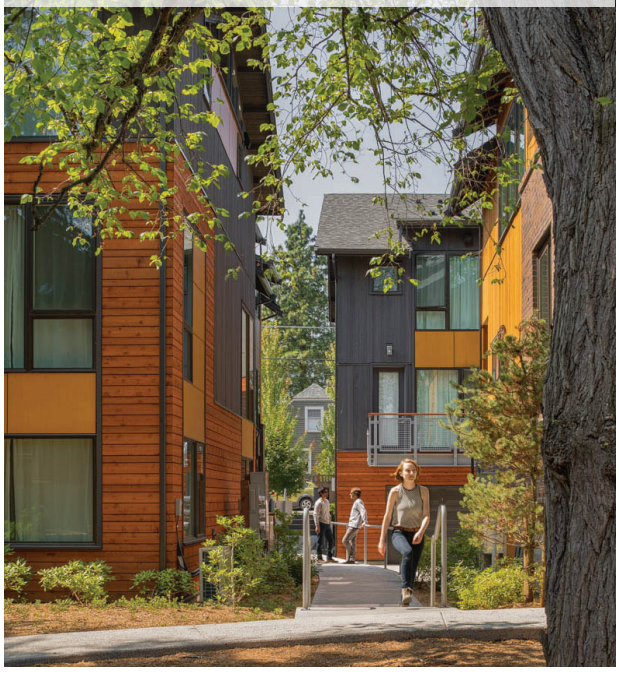
Building materials should be selected for their appropriateness to place, a minimal ecological footprint, and long-term aesthetic value. Thoughtful composition and detailing will express a level of quality and a sense of scale inherent in excellent architectural design.

The Bellevue Botanic Gardens Visitor Center uses low impact materials and careful detailing to create a series of indoor and outdoor space unified by a sheltering roof.

a. Choose durable, low-impact materials that are appropriate for the climate and seasonal shifts in weather conditions.

b. Select materials that are locally sourced and supportive of Bainbridge Island's economy where possible.

c. Express the architectural concept of the building and provide a sense of human scale through thoughtful detailing.



Bryant Heights in Seattle uses alternating high-quality materials create visual interest along building facades and fit in with a dense single family neighborhood.

LANDSCAPE

Landscape design is expected to fit the building into its setting, contribute to a comfortable and welcoming pedestrian environment, and support natural systems with habitat-friendly and sustainable features.

L1 Integrate the landscape concept to complement the architectural concepts

L2 Support the public realm with the landscape design

L3 Integrate sustainable features into the landscape and make them visible wherever possible

L4 Integrate and highlight green infrastructure practices

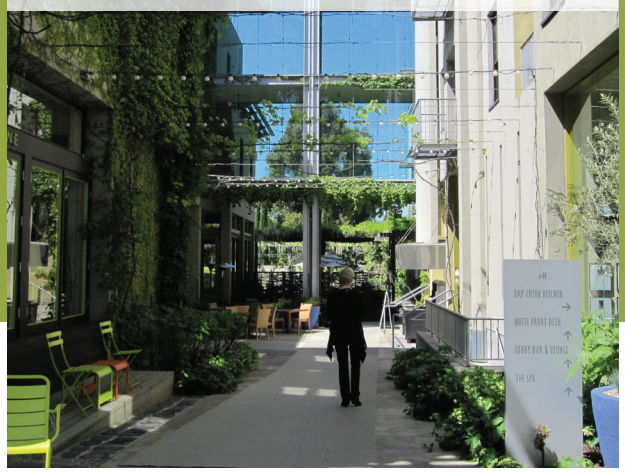
L5 Support healthy habitat in the landscape

L6 Preserve and enhance important views and view corridors

L1 INTEGRATE THE LANDSCAPE CONCEPT TO COMPLEMENT THE ARCHITECTURAL CONCEPT

Intent

Landscape architecture and building architecture are expected to be mutually complementary, working together toward an overall design that is functional, sustainable and pleasing. To this end, the landscape should be designed in tandem with the architecture, rather than as an afterthought.



A passageway in Healdsburg, CA uses small-scale plantings and vines to soften edges and massing, highlight entries and work with passive solar strategies.

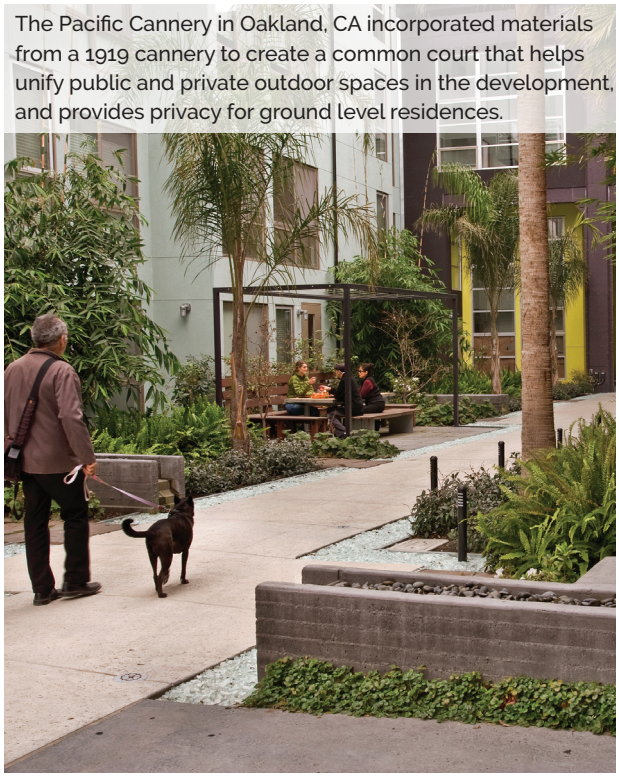
a. Design the landscape to enhance elements of the site and architectural concept by strategies such as defining pathways, zones and edges; creating focal points; softening building massing; highlighting entries, and adding scale, texture and interest to the site.

b. Locate deciduous trees to compliment passive solar strategies, providing shade in summer and allowing sun in the winter.

c. Use plantings where privacy is needed for more intimate and private spaces, or for screening traffic and/or service uses.

d. Choose plantings that complement the proportions and scale of the building, and offer color and interest throughout the year.

e. Ensure that landscape design relates to considers building features such as porches, balconies and roof areas.



The Pacific Cannery in Oakland, CA incorporated materials from a 1919 cannery to create a common court that helps unify public and private outdoor spaces in the development, and provides privacy for ground level residences.

L2 SUPPORT THE PUBLIC REALM WITH THE LANDSCAPE DESIGN

Intent

Landscape design is expected to be an integral part of public spaces, enhancing the functions, activities and character of the public realm..

Uptown Circle in Normal, IL provides seating, shade, and open space that captures 1.4 million gallons of stormwater, reusing it for water features and irrigation.

a. Use landscape design to connect a network of open spaces, appropriate to the project context. This open space network could include the streetscape and building frontages, spaces between buildings, or a series of planted areas and hardscape intended for outdoor use.

b. Encourage interaction between the building's interior uses and exterior public space, Including plazas, seating areas and other hardscape areas to support positive public activities appropriate to the context and building use.

c. Select plantings that reflect a sense of care, providing scale and seasonal color and interest.

d. Consider elements of continuity along streets to provide a level of character along a corridor, and unique elements of distinction that can serve as landmarks or wayfinding.

e. Complement building and landscape design with integrated public art that is developed with the community and overall project concept in mind.

A landscaped plaza in Harbor Square in Bainbridge Island provides pedestrian access that weaves together open spaces and connects residents with open space.

L3 INTEGRATE SUSTAINABLE FEATURES INTO THE LANDSCAPE AND MAKE THEM VISIBLE WHEREVER POSSIBLE

Intent

Sustainable landscape design helps build a network of productive ecosystems that promote local biodiversity, water and energy conservation, and provide a natural experience for the public in the built environment. Human-made landscapes in Bainbridge Island should strive to conserve water and material resources, support healthy and porous soils, and reduce the need for fertilizers and pesticides that damage natural ecosystems.

Thornton Creek Water Quality Channel in Seattle is a water treatment facility and public open space that connects the surrounding community while restoring the environment.

a. Promote water conservation with landscape design that prioritizes native and/or drought tolerant species.

b. Use plantings to provide shade and buffer from wind exposure.

c. Locate trees to provide shading of paved surfaces and reduce heat island effect

d. Accommodate planting space for trees where there is not enough space for trees in the right-of-way.

e. Use local, low-impact, recycled, or sustainably sourced materials and/or repurpose non-hazardous waste materials in the landscape.

f. Utilize vegetative roofs to mitigate stormwater, grow food, provide habitat, reduce heat island effect, improve views and air quality.

g. Design landscape to absorb and reduce particulate matter.

The Stack House in Seattle integrates green roofs, captured stormwater, and salvaged materials from historic buildings on site to create a pollinator-friendly pedestrian route.

L4 INTEGRATE AND HIGHLIGHT GREEN INFRASTRUCTURE PRACTICES

Intent

Landscape design is expected to embrace hydrological functions and reduce the impact of development with green infrastructure. Green spaces offer opportunities for water treatment, infiltration and storage on developed sites in order protect water quality, relieve the burden on stormwater infrastructure, and reduce water use and heating and cooling costs.

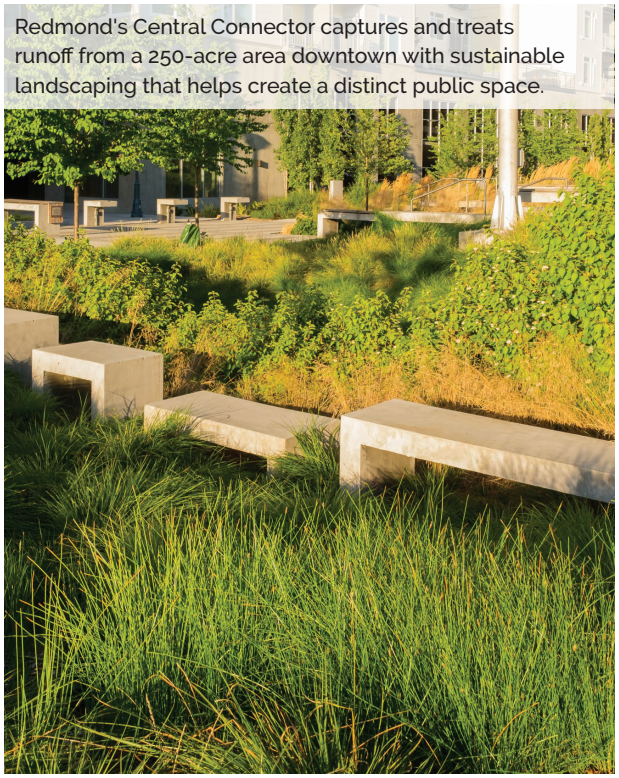
Residential entries at the Expo in Seattle are lined with rain gardens that reduce development impacts while creating a balance of private, semi-private and public spaces.

a. Preserve or restore hydrological functions of the natural landscape, improving stormwater quality through sustainable landscape and civil design practices including stormwater retention and infiltration where appropriate.

b. Use green stormwater infrastructure (GSI) strategies to reduce flooding by slowing and reducing stormwater discharges.

c. Include vegetative roofs and permeable paving for on-site stormwater management.

d. Capture rainwater for reuse for irrigation.



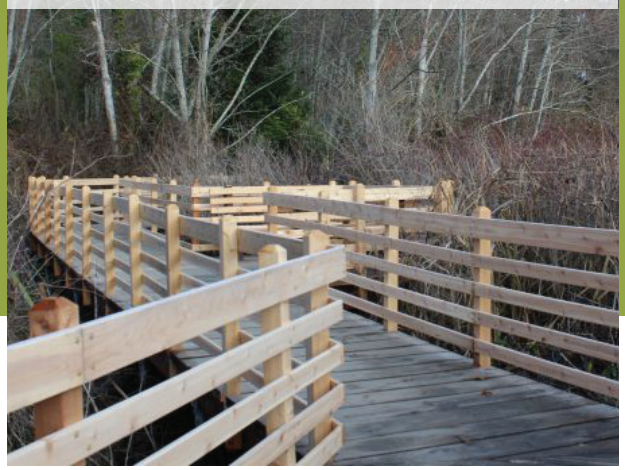
Redmond's Central Connector captures and treats runoff from a 250-acre area downtown with sustainable landscaping that helps create a distinct public space.

L5 SUPPORT HEALTHY HABITAT IN THE LANDSCAPE

Intent

Supporting and creating habitat strengthens a network of ecologically productive landscapes. Designing landscapes that are well adapted to unique microclimates of a project can help provide natural food sources and cover from predators and inclement weather and mitigate the effects of human disturbance on wildlife populations.

Hawley Cove Park in Bainbridge Island protects native forest and wetland that provide rich wildlife habitat and connect to other natural shoreline areas.



a. Preserve large trees and other significant existing vegetation that contributes to larger biological and ecological systems.

b. Design plantings to support stormwater retention, infiltration and aquifer recharge.

c. Promote biodiversity though plantings that attractive to birds, pollinators and other wildlife.

d. Prioritize low maintenance, drought resistant native plantings.

This house on Whidbey Island uses a sustainable approach to site impact and visual character through rainwater reuse, native vegetated roof, and contextual ecological habitat.

L6 PRESERVE AND ENHANCE IMPORTANT VIEWS AND VIEW CORRIDORS

Intent

For some sites in Bainbridge Island, views of the water, mountains and forested areas are defining features. Landscape design should be sensitive to existing view corridors, take advantage of views, and reinforce visual connections with the public realm.

Eagle Harbor Waterfront Park provides waterfront access and views from trails and gathering spaces while retaining existing trees and using low-lying native plantings.

a. Preserve existing views and view corridors, locating new trees to frame, focus and/or complement views and view corridors.

b. Take care to prevent view blockage from the public realm, using lower scale plantings where appropriate and pruning existing trees with best practices of limbing-up rather than topping.

c. Design landscaped areas to complement territorial views, using vegetated roofs where appropriate to mitigate views of roofs.

d. Locate streets to capture distinctive views and create new viewpoints.

DATA 1 in Seattle complements and highlights views under the Aurora Bridge with lower scale plantings and careful placement of trees and light fixtures.

5 STREET TYPES & FRONTAGES

Introduction

Each public street in Bainbridge Island has a distinct character that is defined by the configuration of the right-of-way and the building frontages, public and open spaces and landscape that form the edges of each street. This section focuses on improvements related to new development or redevelopment that shape the pedestrian realm and the buildings that contribute to a distinct streetscape, and together reflect a desired future state for the street. It is intended to inform design decisions on-site and in the public right-of-way that contribute to the character and experience of the streetscape.

Key streets on the island are categorized into street types that are not defined by the same conditions, but share a similar vision and raise similar design considerations. Each street type defines common characteristics and guidelines that offer design direction and align with the vision for these streets. The street types regulate building orientation and façade design through specific building frontage typologies that are permitted only on certain street types. These building frontages outline how buildings should relate to each street and contribute to the public realm through greenery, public spaces, and entries consistent with the character of each street type.

STREET TYPES

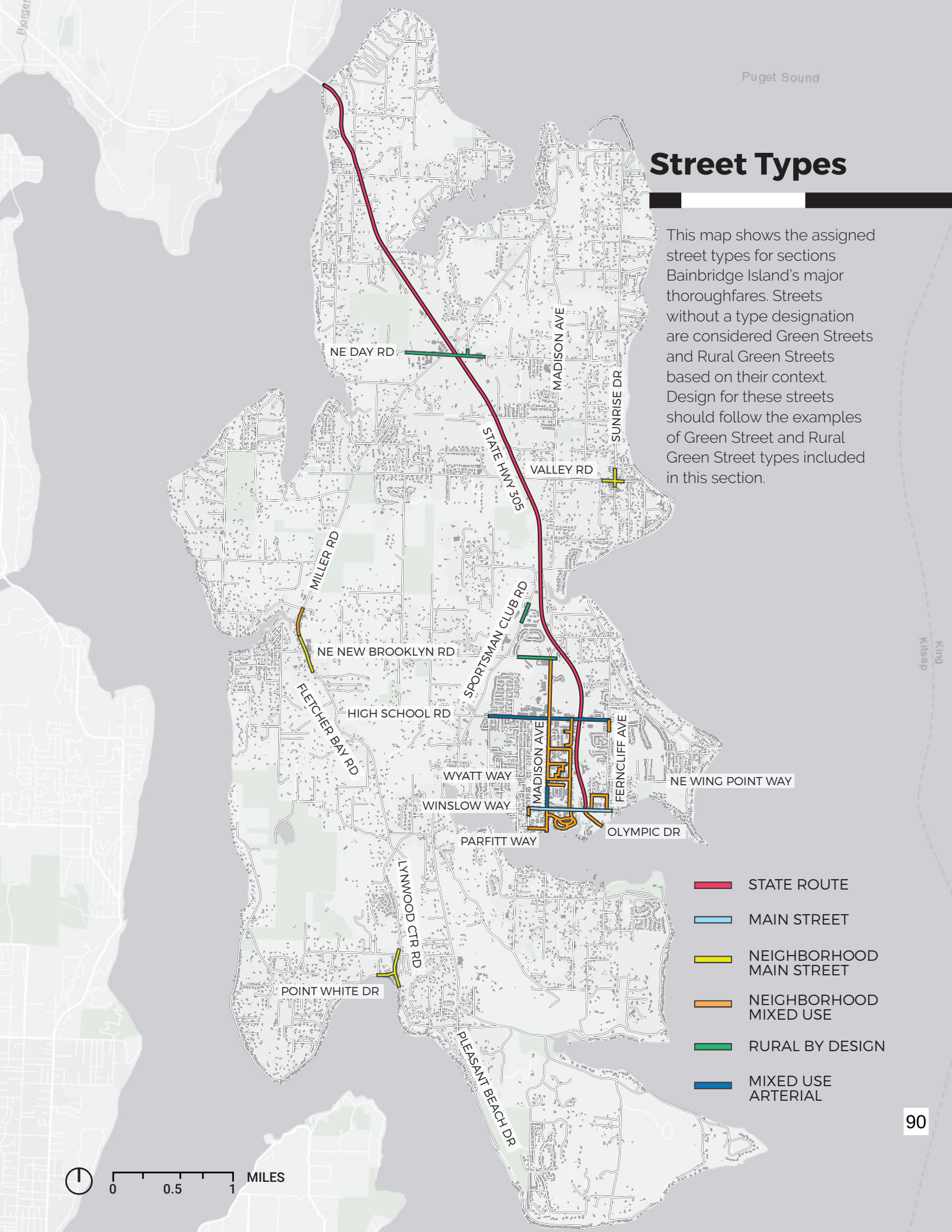
1. State Route
2. Main Street
3. Neighborhood Main Street
4. Neighborhood Mixed Use
5. Mixed Use Arterial
6. Rural by Design
7. Green Street
8. Rural Green Street

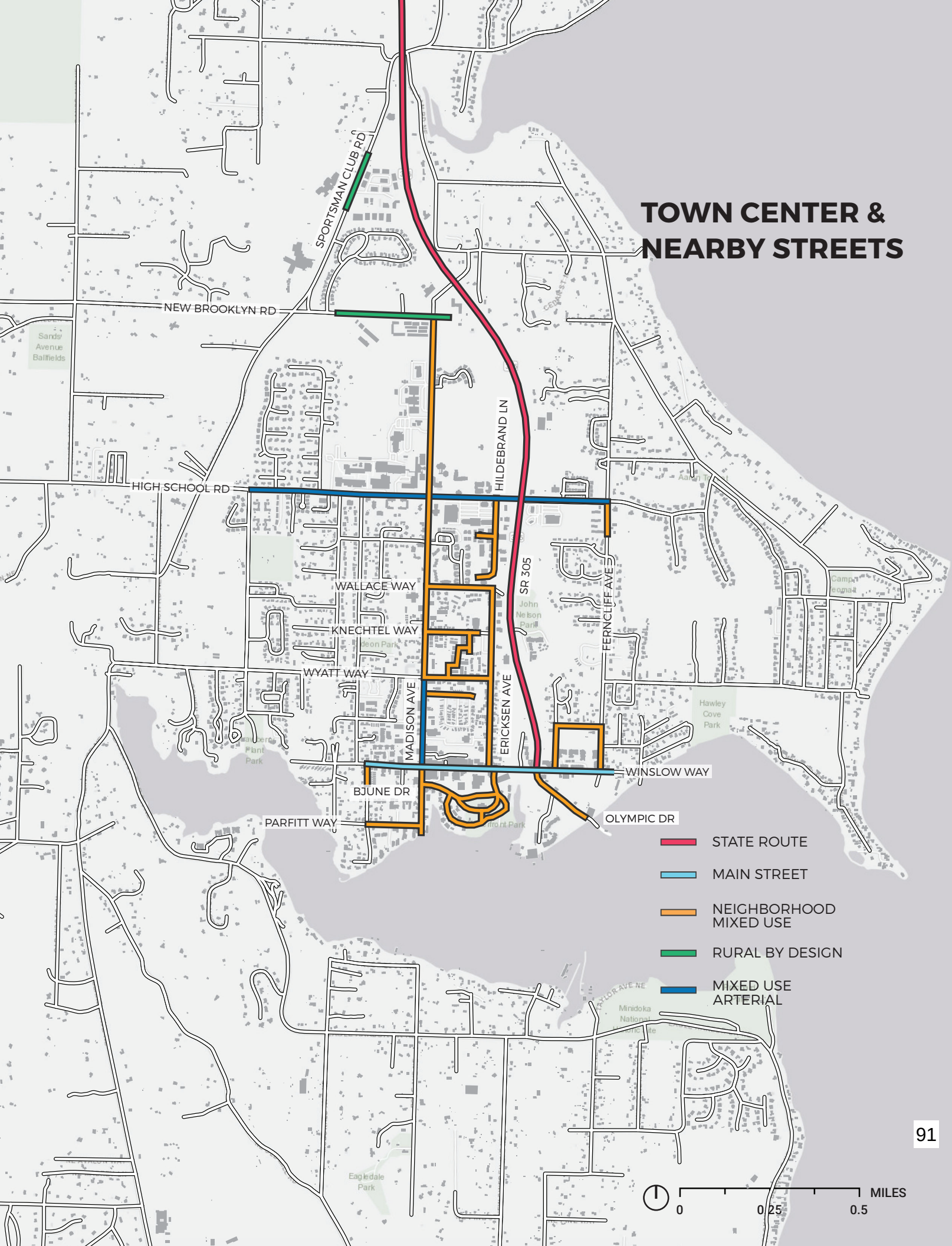
FRONTAGE TYPES

1. Linear / Storefront
2. Landscape
3. Plaza
4. Forecourt
5. Stoop / Terrace
6. Vegetated Buffer
7. Parking

Street Types

This map shows the assigned street types for sections Bainbridge Island's major thoroughfares. Streets without a type designation are considered Green Streets and Rural Green Streets based on their context. Design for these streets should follow the examples of Green Street and Rural Green Street types included in this section.




TOWN CENTER &
NEARBY STREETS
SPORTSMAN CLUB RD
NEW BROOKLYN RD
HILDEBRAND LN
HIGH SCHOOL RD
SR 305
FERNCLIFF AVE
WALLACE WAY
KNECHTEL WAY
WYATT WAY
MADISON AVE
ERICKSEN AVE
WINSLOW WAY
BJUNE DR
PARFITT WAY
OLYMPIC DR
STATE ROUTE
MAIN STREET
NEIGHBORHOOD MIXED USE
RURAL BY DESIGN
MIXED USE ARTERIAL
MILES
0
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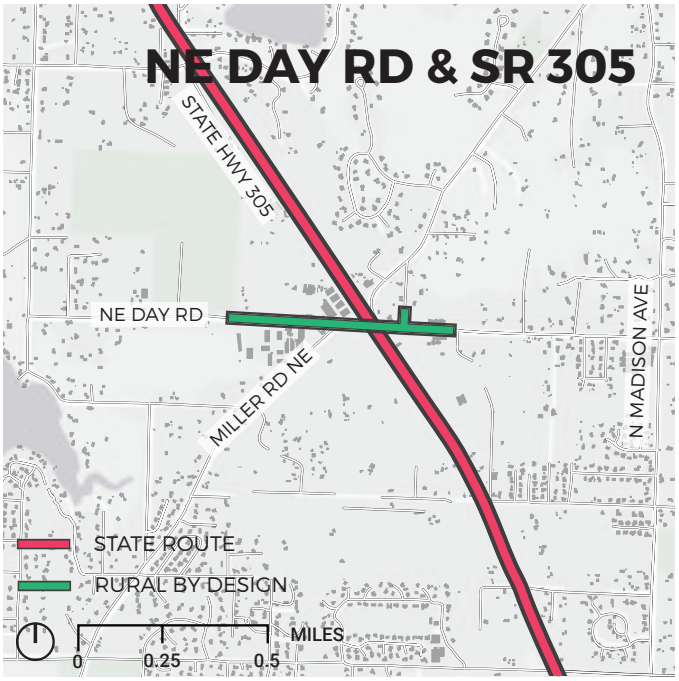
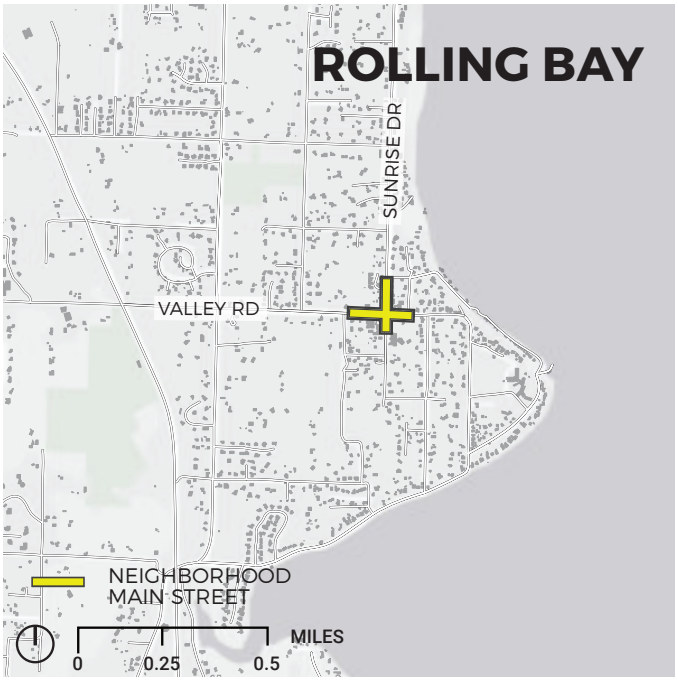

NE DAY RD & SR 305
STATE HWY 305
NE DAY RD
MILLER RD NE
N MADISON AVE
STATE ROUTE
RURAL BY DESIGN
MILES
0
0.25
0.5


ROLLING BAY
SUNRISE DR
VALLEY RD
NEIGHBORHOOD MAIN STREET
MILES
0
0.25
0.5

ISLAND CENTER
MILLER RD NE
NE NEW BROOKLYN RD
FLETCHER BAY RD NE
NEIGHBORHOOD MAIN STREET
NEIGHBORHOOD MIXED USE
MILES
0
0.25
0.5

LYNWOOD CENTER
LYNWOOD CTR RD
POINT WHITE DR
PLEASANT BEACH DR
NEIGHBORHOOD MAIN STREET
MILES
0
0.25
0.5

1 STATE ROUTE

CHARACTERISTICS

a. Lane configuration per WSDOT

b. No pedestrians or activation at edge

c. Limited access

GUIDELINES

a. Minimize direct access from private property

b. Support off-road trail system

c. Restore native vegetation

d. Preserve and enhance Pacific Northwest forested character

e. Conform with state signage laws

f. Minimize site disturbance

2 MAIN STREET

CHARACTERISTICS

a. On-street parking

b. Wide sidewalks

c. Building to property line

d. Many glazed storefronts

e. Varied architectural style

f. Pedestrian through-routes

g. Fine-grained scale

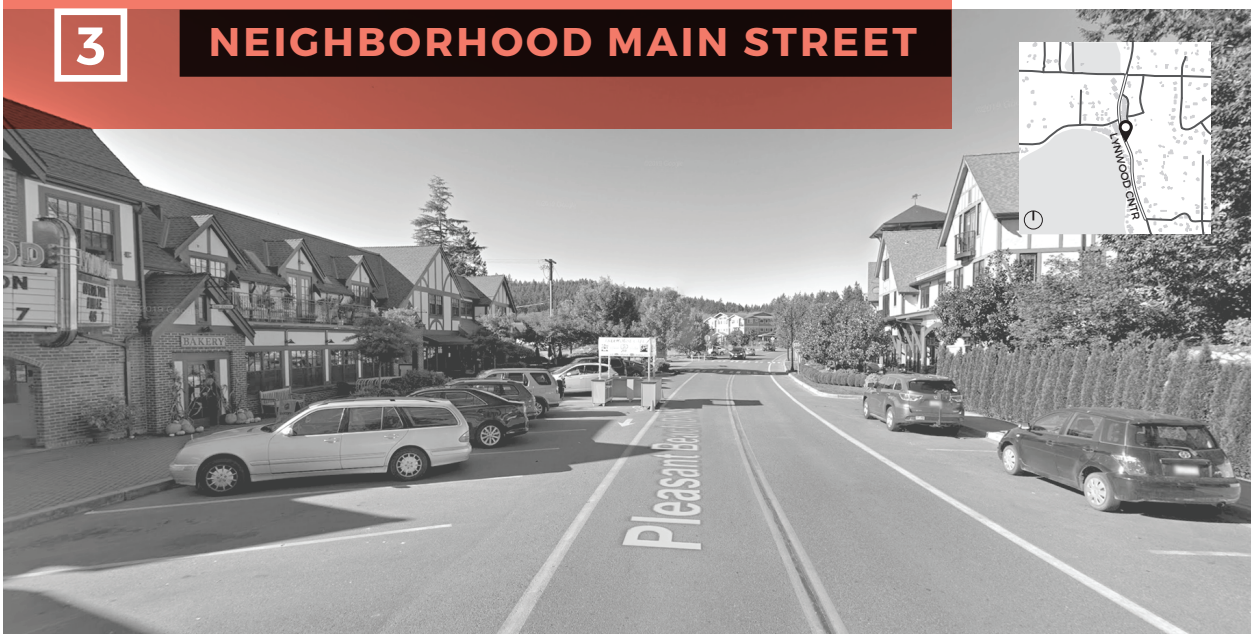
GUIDELINES

a. Encourage activation of street frontage

b. Encourage through-routes

c. Integrate landscape and public art

3 NEIGHBORHOOD MAIN STREET



CHARACTERISTICS

a. Walkable neighborhood node

b. Sidewalk or other dedicated pedestrian facilities

GUIDELINES

a. Develop on-street parking

b. Activate the street with pedestrian oriented street level uses such as storefronts, restaurants, galleries etc.

c. Activate area between buildings and right-of-way with seating, art, gardens

d. Encourage sidewalks or other high quality pedestrian facilities

4 NEIGHBORHOOD MIXED USE

CHARACTERISTICS

a. Lower traffic volume

b. Typically walkable/bikeable route to access the downtown and ferry

c. Varied building frontage types

d. Generally landscaped edges

GUIDELINES

a. Infill or add to pedestrian and bike connections

b. Provide a landscaped setback to buffer residential uses

c. Enhance the varied character

5 MIXED USE ARTERIAL

CHARACTERISTICS

a. Arterial level street capacity

b. Varied land uses

c. Varied edge conditions

GUIDELINES

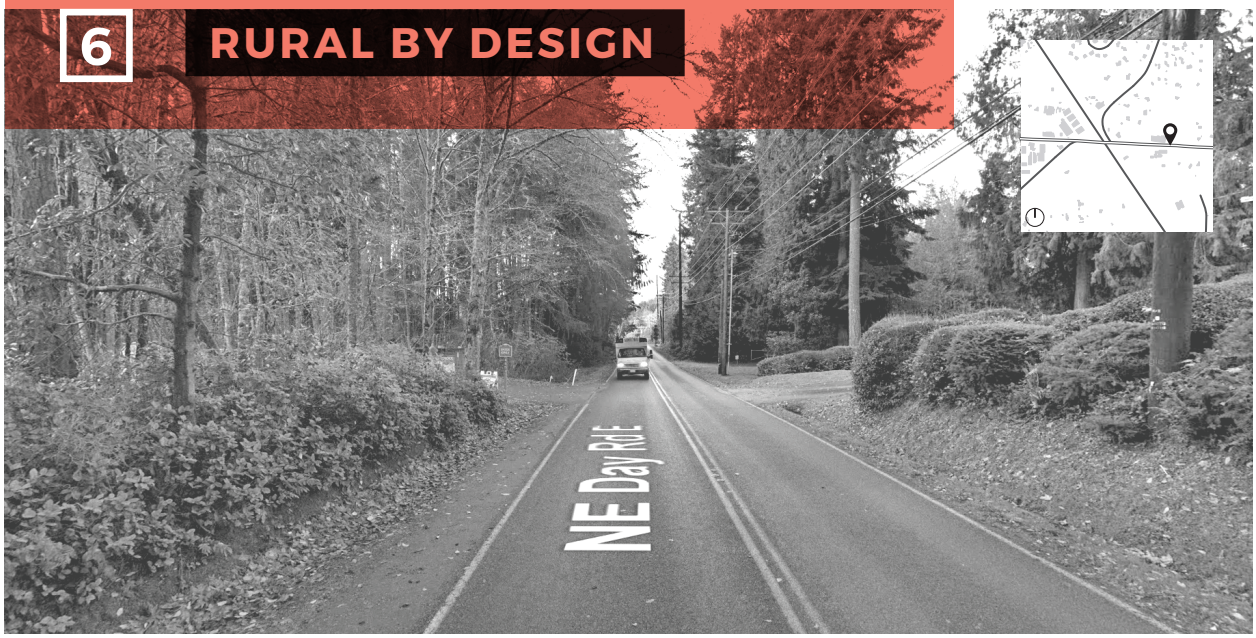
a. Provide landscaped setback to buffer residential uses

b. Provide, curb, gutter, sidewalk bike lane

c. Minimize curb cuts

d. Create on-street parking where appropriate

6 RURAL BY DESIGN



CHARACTERISTICS

a. Pedestrian shoulder or trail wherever possible

b. Green edge conditions

c. Narrow travel lanes

GUIDELINES

a. Retain green edge conditions and character

b. Protect or create swale drainage

c. Retain pedestrian shoulder or trail wherever possible

d. Maintain native vegetation

7 GREEN STREET

DESCRIPTION

The green street is intended to serve as a model for interior streets as part of subdivisions and larger commercial developments in commercial, industrial, mixed use and urban residential districts. It is not a designation for existing public streets, but included to guide street design as part of new development.

The examples on the following page show the application of Green Street guidelines for different types of roads, and accessways.

GUIDELINES

a. Minimize impervious cover and consider permeable paving

b. Integrate stormwater infiltration and retention into landscaped areas

c. Use curb alternatives to channel runoff into landscaping

d. Keep traffic speeds low with narrower travel lanes.

e. Emphasize pedestrians and open space as part of a shared space

f. Minimize paved area with shared driveways, access and parking areas.

g. Use trees to transpire water and mitigate heat island effects

EXAMPLE: SHARED STREET

Heavily landscaped shared pedestrian, bike, and vehicle street with large rain gardens and infiltration areas, and curb alternatives that channel stormwater into drainage and landscape areas

EXAMPLE: SHARED ALLEY ACCESS

Internal garage access via a shared alleyway with distinct paving and substantial rain gardens without curbs or with gaps in curbs and grading to direct runoff into landscape areas.

8 RURAL GREEN STREET

DESCRIPTION

The rural green street is intended to serve as a model for interior streets as part of subdivisions in non-urban residential districts. It is not a designation for existing public streets, but included to guide street design as part of new development.

GUIDELINES

a. Minimize impervious cover and consider permeable paving

b. Create a soft edge along the street and direct runoff into landscaped areas

c. Mitigate erosion along slopes and banks with vegetation and permeable stone fill

d. Integrate stormwater infiltration and retention into landscaping

e. Create a comfortable walking environment with lower traffic speeds

f. Use trees to transpire water and mitigate heat island effects

Building Frontages

Each street type is associated with a set of building frontages that would be permitted along streets of that type. Permitted frontage types for designated street typology, and the setbacks for each frontage type are shown in Table 1 below.

Each building frontage specifies an appropriate setback that applies across all street types. **On designated streets these required setbacks will supersede setback requirements contained in the Bainbridge Island Municipal Code.**

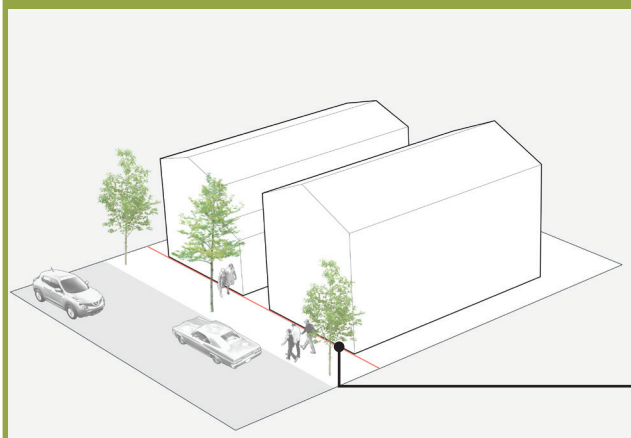
TABLE 1:

PERMITTED FRONTAGES BY STREET TYPE & SETBACKS

	LINEAR / STOREFRONT	LANDSCAPE	PLAZA	FORECOURT	STOOP / TERRACE	VEGETATED BUFFER
STATE ROUTE						✓
MAIN STREET	✓		✓	✓		
NEIGHBORHOOD MAIN STREET	✓		✓	✓		
NEIGHBORHOOD MIXED-USE	✓	✓	✓	✓	✓	
MIXED-USE ARTERIAL	✓	✓	✓	✓	✓	
RURAL BY DESIGN		✓				✓
SETBACK BY FRONTAGE	0 FT	10 FT - 20 FT	10 FT - 20 FT	0 FT	5 FT - 15 FT	25 FT - 50 FT

COURTYARD WIDTH: 10 FT - 30 FT
COURTYARD DEPTH: 10 FT - 30 FT

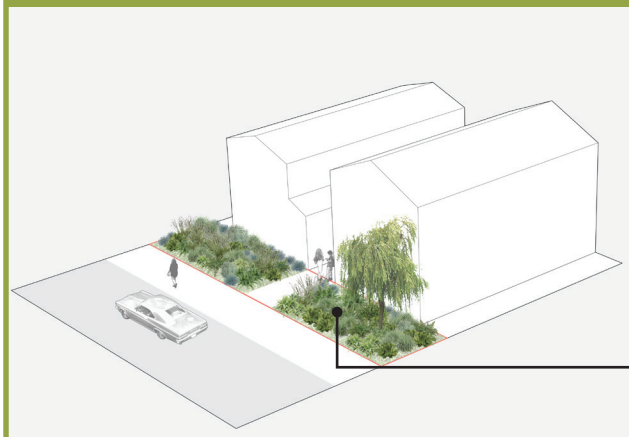
1 LINEAR / STOREFRONT



The linear or storefront building frontage has no setback from the right-of-way. It is the primary building frontage for pedestrian-oriented retail streets and is appropriate for active ground floor uses as part of non-residential or mixed-used development.

SETBACK: 0 Feet

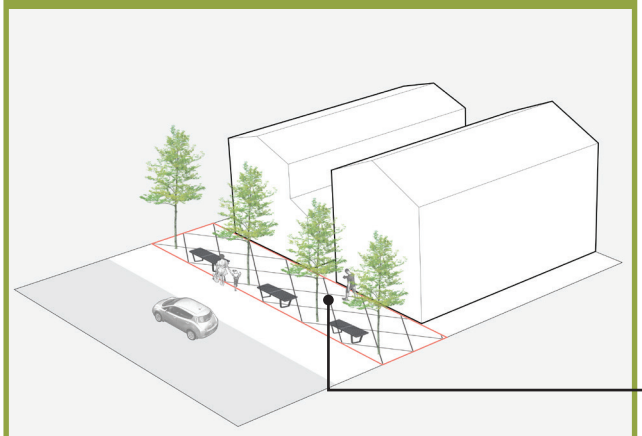
2 LANDSCAPE



The landscape building frontage includes a landscaped setback between the building and the right-of-way This frontage type is permitted on mixed-use and residential streets and is appropriate for office and residential uses particularly when on the ground floor.

SETBACK: 10 - 20 Feet

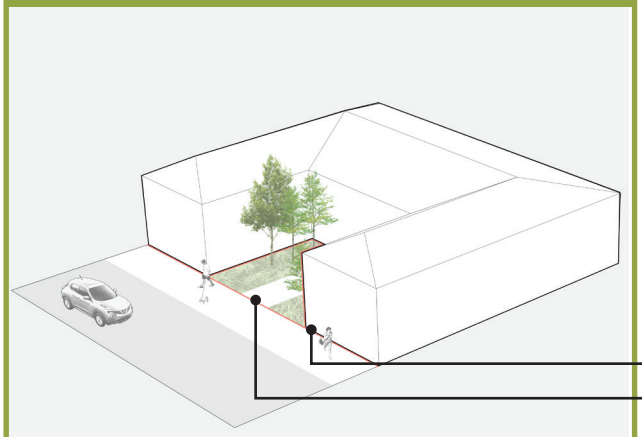
3 PLAZA



The plaza building frontage includes a pedestrian-oriented public space in the setback between the building and the right-of-way. This frontage type is permitted on retail and mixed-use streets and is appropriate for active uses such as retail, dining or civic and cultural uses. The plaza must contribute to and welcoming streetscape, and should support human activity, with amenities such as seating, outdoor dining and activation.

SETBACK: 10 - 20 Feet

4 FORECOURT

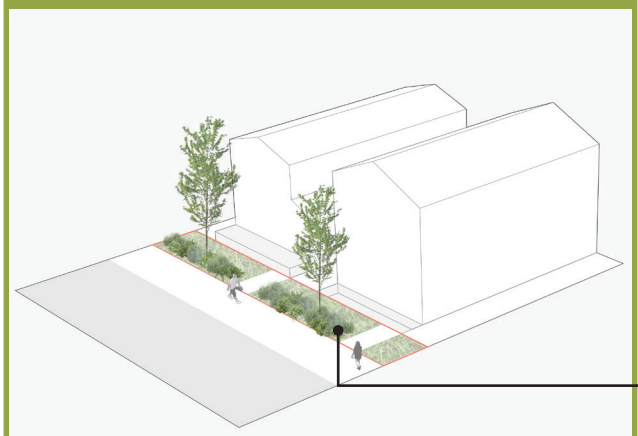


The forecourt building frontage has a defined open or public space at the entrance along the right-of-way. This frontage type is permitted along retail and mixed-use streets and is appropriate for a wide range of land uses and mixed-use development.

SETBACK: 0 Feet

COURTYARD: 10 - 30 Feet Depth
10 - 30 Feet Width
Must contain primary building entrances and open onto the primary public street

5 STOOP / TERRACE



The stoop / terrace building frontage includes a landscaped setback from the right-of-way that accommodates a porch, stoop or terrace at the building's primary entrance. This frontage type is permitted on mixed-use and residential streets and is appropriate for residential and non-retail commercial uses.

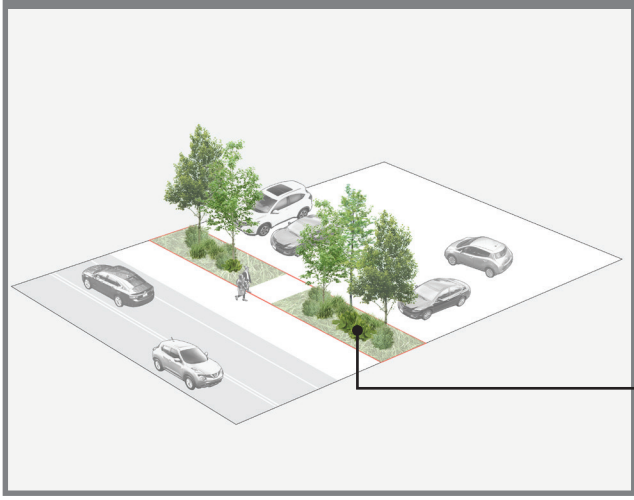
SETBACK: 5 - 15 Feet

6 VEGETATED BUFFER

The vegetated buffer building frontage uses a deep setback to screen development from the right-of-way. This is the only frontage type permitted on SR 305, where access is limited, and it also appropriate for light industrial and inactive non-residential uses on Rural by Design streets. Vegetated buffers can be either natural, where vegetation has arisen naturally or deliberately landscaped to provide an effective screen where there is little natural context.

SETBACK: 25-50 Feet
NATURAL: Preserve or restore native vegetation consistent with conditions and species nearby.
LANDSCAPE: Create a landscaped screen with trees and understory plantings that are native or drought tolerant and compatible with the local microclimate.

PARKING



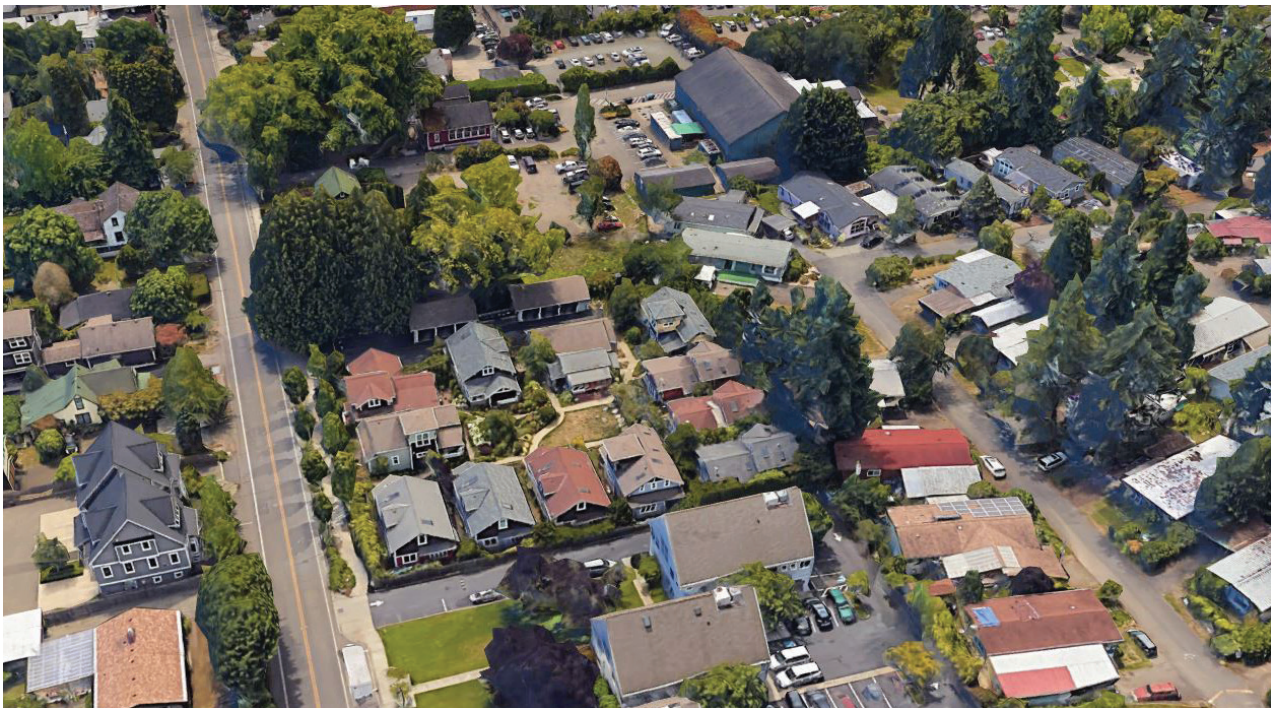
The parking frontage is the only frontage type with parking along the right-of-way. This frontage type is permitted only as an interim condition, where other frontages may be infeasible with parking requirements where a departure may be necessary. A landscaped area with trees and understory plantings is required between the right-of-way and the parking area.

SETBACK: 10 Feet Minimum

6 SUBDIVISION GUIDELINES

Introduction

The subdivision guidelines, in addition to other relevant standards and guidelines in *Design for Bainbridge*, support implementation of the City's subdivision standards contained BIMC 17.12. The subdivision guidelines provide additional guidance and flexibility in meeting the subdivision standards based on the site and surrounding context.



TOPIC	GUIDELINE
ISLAND CHARACTER	Intent: Preserve and maintain Island character. Guideline: Subdivisions should advance *Design for Bainbridge's* values and guiding principles and reflect the special character of the island which includes downtown Winslow's small town atmosphere and function, neighborhood centers, historic buildings, extensive forested areas, meadows, farms, marine views and access, and scenic and winding roads supporting all forms of transportation.
NEIGHBORHOOD CONTEXT	Intent: To reflect and/or enhance the context provided by existing roadway character and neighboring properties. Guideline: Site design should be informed by the context analysis and support the purpose of the zoning district in which the development is located, complement the existing character of specific neighborhoods, provide continuity with adjoining properties and, where necessary, provide transition between land uses and protect privacy of residents on adjacent properties.
NATURAL AREA	Intent: To incorporate forested and/or other natural areas into site design in such a way that ecological and aesthetic integrity, qualities, and values are preserved or restored. Guideline: The required natural area shall be treated as a feature intrinsic to the subdivision design in order to maintain existing on- and off-site ecological processes and provide an asset of value to subdivision residents.
NATURAL SITE CONDITIONS	Intent: To preserve and integrate existing natural site patterns and features throughout the site. Guideline: Site development should be designed to preserve and integrate the natural conditions of the site, including existing topography, native trees and vegetation, drainage patterns, and ecological features based on an inventory and analysis of existing conditions. Homesite and infrastructure placement should complement natural topography and retain native vegetation to the maximum extent feasible.

TOPIC	GUIDELINE
HISTORIC AND CULTURAL RESOURCES	Intent: To preserve important historic and cultural resources. Guideline: Site design should maximize opportunities for preserving historic and cultural structures, and retain historic landscape features and connections
STORMWATER	Intent: Integrate stormwater facilities in site design with emphasis on infiltration and dispersion practices Guideline: Stormwater facilities should utilize existing drainage patterns and be designed as a site amenity, where feasible. Low impact development practices should be used throughout the site to minimize the size of ponds or vaults. Open stormwater facilities (ponds and bioswales) should provide a natural appearance through layout, design and landscape treatment, including shallow side slopes, curvilinear configuration, and use of native vegetation.
SEPTIC SYSTEMS	Intent: To minimize impact of septic facilities. Guideline: Design and locate sewage facilities to minimize site disturbance and native vegetation removal and utilize shared systems where feasible.
WATER CONSERVATION	Intent: To protect the Island's finite groundwater resources and adapt to the impacts of a changing climate. Guideline: Water conservation measures shall be considered in site design including use of native and drought tolerant vegetation, rainwater capture, and water reuse.
COMMUNITY SPACE	Intent: To promote a shared sense of community. Guideline: Community spaces should function as an integral part of the development and be located adjacent to as many homesites as is feasible.
CLUSTER HOMESITES	Intent: To promote interaction within the community and facilitate the efficient use of land by reducing disturbed areas, impervious surfaces, utility extensions and roadways. Guideline: The preferred design for homesites is to cluster them and, to the extent feasible, to locate infrastructure efficiently to maximize the undeveloped area.

TOPIC	GUIDELINE
SOLAR ACCESS	Intent: To provide solar access for wellbeing and energy production. Guideline: Site design, including street, lot, and homesite layout and orientation, should allow for passive and active solar access. Massing of buildings, tree retention, and introduced vegetation should take into account the effects of shade.
ACCESS AND CIRCULATION	Intent: To provide a practical and pleasant network of multi-modal circulation. Guideline: Pedestrian and bicycle connections to various parts of the development, the surrounding road or trail network, and adjacent parcels should be included in site design. Where possible these connections should take advantage of significant views.
MOTOR VEHICLES	Intent: To minimize the prominence of motor vehicle use and storage. Guideline: Site design and features related to motor vehicle use and storage should be minimized. Site design should consider shared driveways, minimum road widths, traffic calming measures such as Woonerfs and chicanes, and shared or clustered parking areas or structures.
HOMESITE DESIGN	Intent: To efficiently configure building footprint(s) and allowed uses within a homesite. Guideline: Homesite configuration should consider compact and energy-efficient home and site design with massive houses on small lots strongly discouraged.
DIVERSITY IN HOUSE DESIGN	Intent: To provide a range of home sizes and designs to achieve diversity in visual appearance and affordability. Guideline: House designs should be varied in size, massing, and frontage character using methods such as varied floor plans, staggered front yard setbacks, building modulation, and changes in exterior materials. Houses should display shared architectural features to establish continuity and harmony.
FACING PUBLIC STREETS	Intent: To reinforce neighborliness of homes along a public street. Guideline: Houses along interior public streets should orient the entry toward the street and avoid the use of solid walls and fences. Garages along the front façade should be de-emphasized by recessing vehicular entrances or locating the garage behind or on the side of the house.

7 SUPPLEMENTAL GUIDELINES

Introduction

The supplemental guidelines are intended to address specific conditions of the site and surrounding context that require additional design guidance to ensure compatibility of new development. These conditions include larger sites (over 1 acre in size), historic places, and civic uses that each present unique design challenges and opportunities. New developemnt and redevelopment that include these specific conditions are required to conform to the design Design Standards and Design Guidelines in this section in addition to those outlined earlier in this document.

Larger Sites

Intent: To develop larger sites (1 acre or larger) to fit within the surrounding context and reinforce desired patterns of development including street typologies, frontage types, and minimizing the visual and physical impact of parking on the public realm.

1 Design the site by clustering buildings and arranging them with frontages on public streets, public spaces, or open space.

a. Design the site so buildings front on a public street.

b. Design the site with buildings fronting on a public space with a variety of activities and functions.

c. Design the site with buildings fronting on public or semi-public open space with human-scaled design elements.

Shopping center retail in University Village in Seattle is oriented toward public spaces and streets with human scale design and pedestrian amenities

2 Design sites to minimize the visual impact of parking on the public realm

a. Parking is not visible from the public realm.

b. Use landscaping to buffer and minimize the visual impact of parking.

c. Locate parking under the building.

d. Provide on-street parking on public streets.

e. Provide a series of smaller groupings of parking to minimize the visual and functional impacts.

Parking in University Village in is located in screened parking structures with active uses at the base

Historic Places

Intent: To ensure that new and infill development are compatible with historic areas, sites, and buildings on the Island. Historic properties are those with structures that are 50 years older and would be eligible for the national, state or local register of historic places, or sites that are listed on those registers.

1 Design the site, building(s), and landscape to be compatible with historic buildings without directly mimicking historic architectural styles.

a. Use site design, massing, height and rooflines, pedestrian entrances, materials and colors to complement historic places.

b. Design sites and buildings in historic areas to meet the Secretary of the Interior's standards for modifications to existing historic buildings and infill development.

c. Design buildings to be consistent with the scale of nearby historic buildings or districts based on the context analysis.

d. Protect the context of historic buildings by considering the historic landscaping that contributes to the setting.

A new building in Rolling Bay complements the scale and architecture of the historic Bay Hay & Feed.

2 Maintain the historic integrity of buildings over 50 years old listed or eligible for the national or local register of historic places.

a. Minimize alterations to historic buildings and properties that are inconsistent with the original design of the building.

b. Restore buildings to their original historic design elements when previously altered.

Reference the City of Bainbridge Island's website for historic listings on the local and state registers: HERE

A conversion of a historic guardhouse in Fort Ward retains the historic facade and detailing of the original building.

Civic Uses

Intent: The design of civic uses and public spaces should be prominent, highlight their unique role in the community and reflect local values and civic identity. Civic projects should maximize opportunities for public benefits through integrated design.

1 Design civic uses and sites to reflect and contribute to their function and role in the community while being clearly identifiable as a civic use.

a. Locate civic uses in prominent locations (such as in Downtown Winslow), and design them to serve as landmarks unless their use and function warrants another location.

City Hall, located in Downtown Winslow, is a clearly identifiable public building with glazing and a clear public entrance along Madison Ave.

2 Design civic sites and buildings to serve multiple functions such as public space, community gatherings, public art, and other compatible uses.

a. Civic uses may use unique frontage types to highlight uses, and public amenities with larger open spaces, gardens, art and other elements between the street and the building.

b. Integrate public open space in the design of civic sites including plazas, parks, seating areas, natural areas, and other amenities.

The Historical Museum offers a gathering space and a place to interact with parts of the Island's history.

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PAGE: Section	POSITION: Source	POSITION: Source
COVER	Coates Design Architects	
Design on Bainbridge		
PG 1: Design on Bainbridge	WikiMedia Commons	
PG 2: Design on Bainbridge	Framework	
PG 3: Values and Principles	Framework	
Context Analysis		
PG 17: Context Analysis	The Island Gateway	
Site Design		
PG 22: Site Design	APsystems Solar / A+R Solar	
PG 23: Site Design - S1	TOP: Berger Partnership	BOTTOM: Berger Partnership
PG 24: Site Design - S2	TOP: Seattle Public Utilities	BOTTOM: PWL Partnership
PG 25: Site Design - S3	TOP: Wenzlau Architects	BOTTOM: Framework
PG 26: Site Design - S4	TOP: Framework	BOTTOM: Framework
PG 27: Site Design - S5	TOP: Framework	BOTTOM: Framework
PG 28: Site Design - S6	TOP: Framework	BOTTOM: Framework
Public Realm		
PG 29: Public Realm	Framework	
PG 30: Public Realm - P1	TOP: Camelia Apartments	BOTTOM: Southern Living
PG 31: Public Realm - P2	TOP: Framework	BOTTOM: Flatrock Productions
PG 32: Public Realm - P3	TOP: Berger Partnership	BOTTOM:: Curbed Los Angeles
PG 33: Public Realm - P4	TOP: Framework	BOTTOM: Framework
PG 34: Public Realm - P5	TOP: Framework	BOTTOM: Framework

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PG 35: Public Realm - P6	TOP: Building Salt Lake	BOTTOM: Framework
Building Design		
PG 36: Building Design	CTA Design Builders Inc.	
PG 37: Building Design - B1	TOP: Coates Design Architects	BOTTOM: Framework
PG 38: Building Design - B2	TOP: Wenzlau Architects	BOTTOM: Culter Anderson Architects
PG 39: Building Design - B3	TOP: Framework	BOTTOM: Framework
PG 40: Building Design - B4	TOP: Kriegh Architects	BOTTOM: Framework
PG 41: Building Design - B5	TOP: Olson Kundig Architects	BOTTOM: Johnston Architects
Landscape		
PG 42: Landscape	Berger Partnership	
PG 43: Landscape - L1	TOP: Berger Partnership	BOTTOM: Miller Company Landscape Architects
PG 44: Landscape - L2	TOP: Uptown Normal	BOTTOM: Framework
PG 45: Landscape - L3	TOP: SvR Design Company	BOTTOM: Berger Partnership
PG 46: Landscape - L4	TOP: Berger Partnership	BOTTOM: Berger Partnership
PG 47: Landscape - L5	TOP: Bainbridge Island Parks & Recreation	BOTTOM: Berger Partnership
PG 48: Landscape - L6	TOP: Walker Macy	BOTTOM: Weber Thompson

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Street & Frontage Types		
PG 50: Street Types	Framework	
PG 51: Street Types	Framework	
PG 52: Street Types	TOP LEFT: Framework	TOP RIGHT: Framework
PG 52: Street Types	BOTTOM LEFT: Framework	BOTTOM RIGHT: Framework
PG 53: Street Types - 1	Google, 2019	
PG 54: Street Types - 2	Google, 2019	
PG 55: Street Types - 3	Google, 2019	
PG 56: Street Types - 4	Google, 2019	
PG 57: Street Types - 5	Google, 2019	
PG 58: Street Types - 6	Google, 2019	
PG 59: Street Types - 7	Kevin Robert Perry, Urban Rain Design	
PG 60: Street Types - 7	TOP: Google, 2019	BOTTOM: City of Auckland, NZ
PG 61: Street Types - 8	Framework	
PG 63: Building Frontages	TOP: Framework	BOTTOM: Framework
PG 64: Building Frontages	TOP: Framework	BOTTOM: Framework
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Subdivision Guidelines		
PG 67: Subdivision Guidelines	Google, 2019	
Supplemental Guidelines		
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PG 72: Supplemental Guidelines	TOP: Hewitt Architects	BOTTOM: Hewitt Architects
PG 73: Supplemental Guidelines	TOP: Framework	BOTTOM: Jennifer Pells
PG 74: Supplemental Guidelines	TOP: Framework	BOTTOM: Framework

DESIGN FOR BAINBRIDGE

DESIGN REVIEW MANUAL

CITY OF BAINBRIDGE ISLAND

Department of Planning and Community Development

Memorandum

Date: December 13, 2018

To: Planning Commission

From: Christy Carr, AICP, Senior Planner

Subject: **Subdivision Update Overview**

I. INTRODUCTION

Beginning in early 2018, the City began a comprehensive update to its subdivision regulations. This project originated to address the City Council's expressed concerns related to development and growth in adopting a temporary moratorium on the acceptance of certain development applications, including subdivisions. The primary focus of this project is to implement the vision of the City's Comprehensive Plan by translating goals and policies related to residential growth and development patterns into specific guidelines and standards for subdivision development.

The purpose of this memorandum is to provide additional context for the Planning Commission to better understand the relevant policy and regulatory framework, identified issues with recent subdivisions; that is, what are we trying to fix, and the proposed approach and tools proposed to address those issues and implement the City's Comprehensive Plan. **Section V, Next Steps (see page 9), poses a number of questions for the Planning Commission to consider. It may be useful to read these questions first.**

II. RECENT SUBDIVISION DEVELOPMENT -- WHAT ARE WE TRYING TO FIX?

Recent subdivision development across the island has been deeply inconsistent with the City's 2017 Comprehensive Plan, particularly Guiding Principal #1, "*Preserve the special character of the Island -- winding, narrow and vegetated roadways and forested areas, meadows, farms, containing much of the Island's wetlands and streams, aquifer recharge areas and fish and wildlife habitat.*" Members of the City Council and community expressed general concerns regarding the adverse impacts of subdivisions due to threatened harm to the island's fresh water aquifers; the loss of trees, forests, native vegetation and soils and their ecosystem services; and the serious challenge of promoting affordable housing.

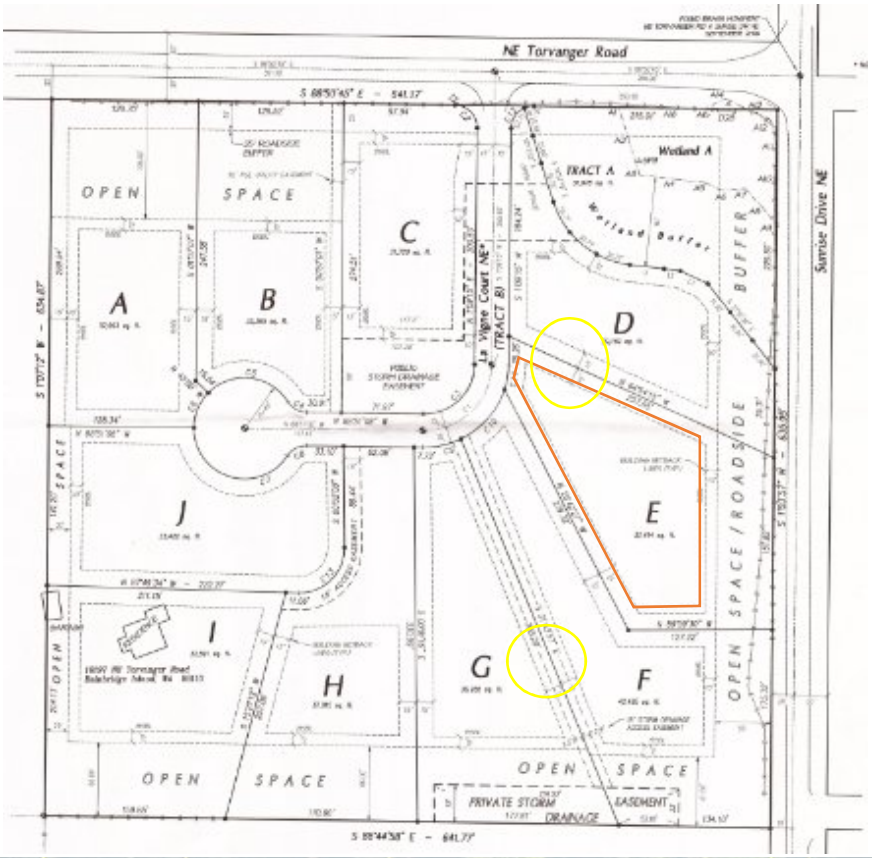
The broad concern is that the City's existing subdivision regulations allow for indiscriminate clearing and grading followed by development of subdivisions wholly out of context with existing roadside and neighborhood character. Examples of recent subdivisions and a summary of specific identified issues of concern related to subdivisions are provided on the following pages.

Examples of recent subdivisions

Additional photos

Identified issues of concern

- Excessive site disturbance, natural contours and vegetation not retained
- Excessive lot coverage (large houses on small lots)
- Tree removal throughout site
- Fences at street and stormwater ponds
- Isolated stormwater ponds – not enough infiltration/dispersion
- No variety in housing type/size
- Emphasis on garages
- No native vegetation retention in buffers
- Structures/signs/fences allowed in buffers
- No maximum impervious surface area
- Road widths too wide
- Doesn't fit roadside/neighborhood character



Example outcomes of existing subdivision standards

Wetland and buffer protected

29% open space provided

Community space (tot lot) provided

Roadside buffer included in open space

Open space at perimeter – not prioritized or integral to site

Native vegetation replaced with lawn/landscaping

Dimensional standards create development/building area

Development/building area nearly same as lot size (31-42,000 square feet) – all cleared

Little planning went into lot configuration – not based on site analysis; results in long driveways and large cleared areas

III. EXISTING SUBDIVISION STANDARDS – BIMC TITLE 17

The City's existing subdivision standards require use of a "flexible lot design process" or "flexlot" that is intended to promote "the preservation and consolidation of open space and clustering of development within residential subdivisions … maintain the current character of the city, encourage efficient and cost-effective provisions for infrastructure, limit the development impact area, and minimize impervious surface area…" While the intent of the flexible lot design process is still valid, and reflective of the City's current Comprehensive Plan, the existing standards often result in traditional or "cookie-cutter" subdivisions.

The flexlot design process requires use of either the "open space" or "cluster" option. Requirements for designated open space or maximum homesite size and separation are included within these existing subdivision standards. The open space option requires retention of only up to 25 percent of the site's valued open space features. The cluster option requires no open space retention and has maximum homesite size and homesite separation (the maximum distance apart homesites can be). Both options must locate lots and infrastructure outside of critical areas and their buffers with density calculated based on the total site area (critical areas and their buffers are not subtracted from the site area when determining density). Recent examples of the two flexlot options are shown below.

Open space option

Winslow Grove

- R-2 zoning, 19 lots (19 allowed)
- 28% open space – comprised of required stream and wetland buffers
- All trees outside of open space and buffers removed
- Isolated and fenced stormwater ponds
- Solid board fencing at road
- Large houses on small lots
- Alternative road standard used (12 feet wide)

Cluster option

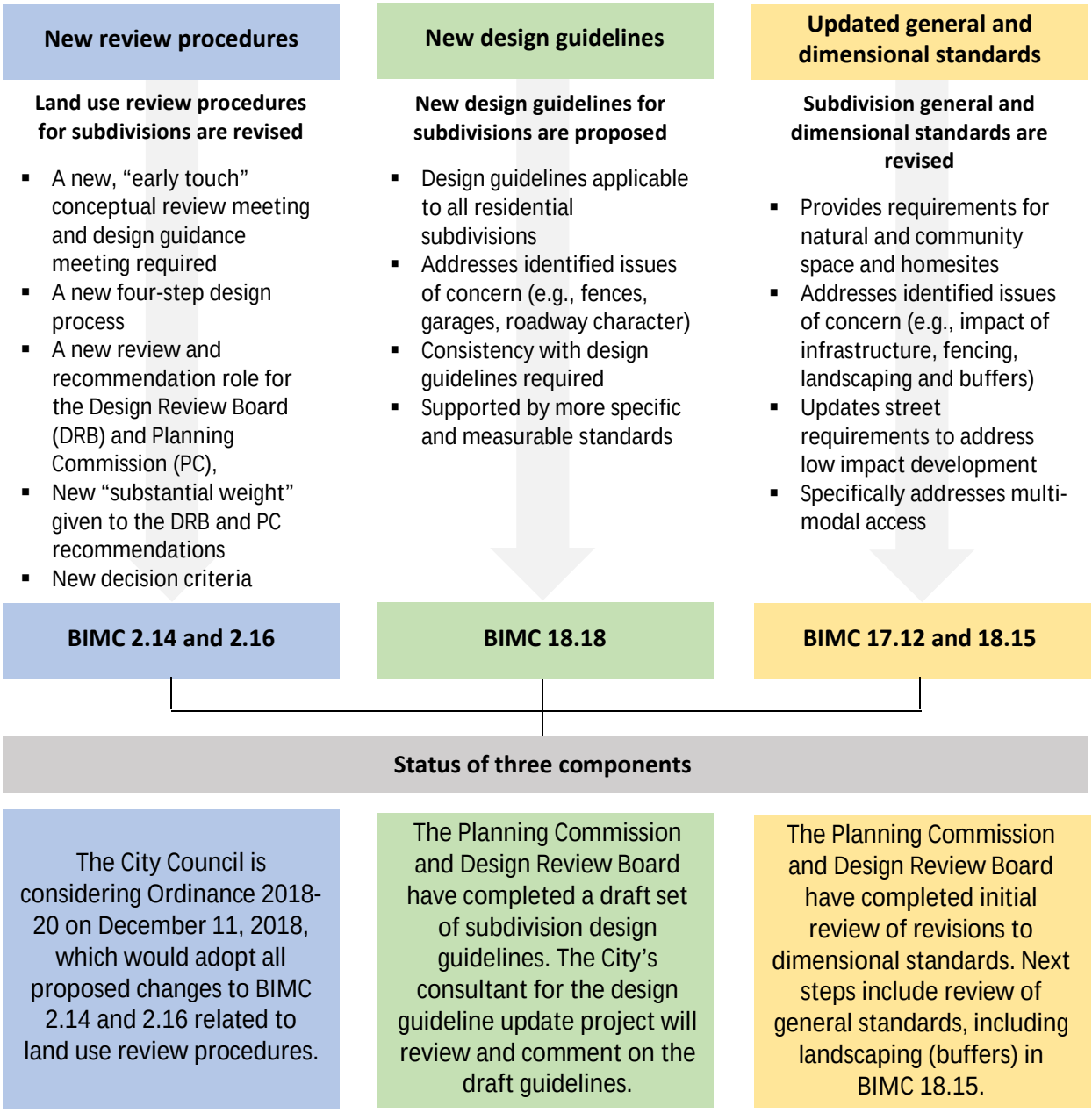
Ashbury Court

- R-4.3 zoning, 18 lots (19 allowed)
- No open space requirement
- All trees except a few locusts removed
- Isolated and fenced stormwater ponds
- Solid board fencing at road
- Large houses on small lots

IV. A New Approach

Given that recent subdivision development is inconsistent with the Comprehensive Plan yet compliant with the City's subdivision standards, it is obvious that the standards need to be fixed. But how? As stated earlier, the primary focus of the subdivision update is to implement the vision of the City's Comprehensive Plan by translating goals and policies related to residential growth and development patterns into specific guidelines and standards for subdivision development. In addition, while the City's Housing Design Demonstration Projects (HDDP) program has not met expectations in producing affordable or "green" housing and will likely be discontinued, it was recognized that several the program's requirements to receive incentives are worth retaining and should be integrated into the subdivision update.

The subdivision update includes three major components:



V. Summary of Key Changes

The overall purpose of the proposed revisions is to craft a subdivision ordinance that directs the planning and design of future residential developments in a manner that respects the natural resources of the land and preserves the character and function of the landscape. A further purpose is to develop regulations that result in livable neighborhoods -- a mix of housing types designed with pedestrians and non-motorized transportation in mind, where spaces exist for safe play and recreation, and for neighbors to gather and socialize.

Changes are proposed for each of the three major components outlined above: review procedures, design guidelines, and standards. The City's existing subdivision and general standards are located in BIMC 17.12, BIMC 18.12 (dimensional standards), and BIMC 18.15 (landscaping). One organizational change proposed is to consolidate all standards related to subdivisions into one title of the municipal code (Title 17). The majority of proposed changes to Title 17 are to Chapter 17.12, subdivision design standards. Due to the extent of proposed changes, it is anticipated that Chapter 17.12 will be "repealed and replaced." With this approach, the changes will not be shown (in strikethrough/underline format) in draft documents. **It will likely be useful for the Planning Commission to review this existing chapter to better understand what is changing** (access the municipal code here: https://www.codepublishing.com/WA/BainbridgeIsland/#!/BainbridgeIsland17/BainbridgeIsland1712.html#17.12 . A draft outline of Chapter 17.12 is provided at the end of this memorandum.

A summary of key changes is provided below. For reference, Comprehensive Plan goals/policies they are intended to implement are provided at the end of this memorandum.

Review Procedures

A number of new and revised review procedures are proposed to specifically address Comprehensive Plan policy LU 6.8:

> Review and specify the authority and the role of the Design Review Board, Hearing Examiner, Planning Commission and City Council in the land use development review and decision-making process. Land use actions can be ministerial, quasi-judicial and legislative in nature. As part of this review, consider a role for the Planning Commission and/or Design Review Board in reviewing preliminary long subdivisions.

In addition to revisions to the role for the Planning Commission (PC) and Design Review Board (DRB), a number of changes are proposed to implement new, more robust, and comprehensive land use review procedures, including new required "early touch" conceptual and design guidance meetings, narrative language around the new review and recommendation roles for the DRB and PC, and new requirements, at the City Council's request, that these recommendations carry "substantial weight" with the decision-maker. Proposed revisions include:

Conceptual review meeting: A new conceptual review meeting is added as the first step in the review process. The conceptual proposal review meeting is a means of screening subdivision proposals in their earliest stages of design before costly engineered plans are completed and proponents are committed to a particular design. This early touch allows review bodies to dialogue in an informal manner with the applicant, review the design guidelines and comprehensive plan goals and policies applicable to the site, and explore design concepts and/or options. Submittal requirements include a statement of intent, site analysis, and context map. The site analysis and context map show existing features on which to base design decisions. *A waiver from this review requirement may be requested.*

Design guidance meeting: A new design guidance review meeting is added as the second step in the review process (this meeting is currently optional for other types of major projects). The design guidance review meeting is intended to provide input and guidance to an applicant on consistency with applicable design guidelines and comprehensive plan goals and policies, including recommendations for how the project could be revised to achieve greater consistency. Submittal requirements include a schematic design, documentation of the four-step design process (described below), and completed design guidelines checklist.

Four-step design process: As part of the design guidance meeting, subdivision proponents are required to document use of the four-step design process. A key feature to conservation design, this process reverses the conventional site planning approach which typically begins by laying out the streets, lot lines, and building footprints as the first part of the process. Instead of first identifying development areas, the four-step conservation design process begins by identifying what areas are best for preserving and those areas of the site that can best accommodate development. The four steps include: (1) delineate natural space, (2) locate homesites and community space, (3) define access, and (4) draw lot lines.

Community meeting: As part of the pre-application phase, applicants are currently required to "host" a community meeting. This requirement is not changing, except that the meeting will now be held by the Planning Commission. The intent is to give the public a more formal venue for getting information and providing input and give the Planning Commission an earlier look at the proposed project.

Review and recommendation role for the Design Review Board and Planning Commission: A new review and recommendation meeting for each of these land use review bodies is required. These meetings are currently required for other types of major projects. The intent of adding them as a requirement for subdivisions is to better ensure a proposed project's consistency with applicable design guidelines, BIMC Title 17 and 18, and the Comprehensive Plan.

"Substantial weight" given to the DRB and PC recommendations: New review procedures require that the Design Review Board's recommendation must hold substantial weight in the consideration of the application by the Planning Commission and the Planning Commission's recommendation must hold substantial weight in consideration of the application by the Director and Hearing Examiner. Any deviation from the recommendations must be documented in written findings and conclusions.

Decision criteria: Several new decision criteria are added that the Hearing Examiner must determine are met, including safe routes to school, consideration of existing physical characteristics, and requirements for common space maintenance.

Design Guidelines

A new set of design guidelines was created for residential development within subdivisions. These design guidelines do not apply to residential development outside of subdivisions. The purpose of the design guidelines is to define the qualities of subdivisions that make for successful projects and neighborhoods within the context of the City's Comprehensive Plan, and to serve as a tool for guiding applicants to meet those expectations through the City's design review process.

The guidelines are separate and in addition to mandatory standards (such as setbacks, homesite size and separation). The guidelines are less quantitative than standards and may be interpreted with some flexibility for specific applications while assuring conformance with the community's vision and goals for development.

Design guidelines are organized by topic, ranging from island – neighborhood – site – infrastructure – homesite. Each topic includes an intent and guideline. Draft subdivision design guidelines are provided at the end of this memorandum.

Updated general and dimensional standards

Subdivision standards effectively shape the "look and feel" of subdivision development and ultimately have long term impacts on the character and function of the landscape and surrounding neighborhood. Many of the identified issues of concern (see bottom of page 2) can be tied directly to one or more standards. As such, a focus of the subdivision update project is a revision to these standards so that they result in subdivision development reflective of Comprehensive Plan goals and policies.

Subdivision standards are scattered throughout the municipal code, including dimensional standards (BIMC 18.12 -- Table 18.12.020-1 Flexlot Subdivision Dimensional Standards for Residential Zone Districts), general standards (BIMC 17.12.040), and landscape standards (BIMC 18.15). Work to date includes revisions to dimensional and general standards, while future work will review and revise landscape standards as needed.

The most significant change to the general standards is the elimination of the flexlot design process. There will no longer be an "open space" or "cluster" option – all residential subdivisions will follow the same set of standards. The new, single standard will essentially merge the two options, and require both the designation of open space (renamed "natural space") and the clustering of homesites. The approach borrows key concepts from "conservation design" and "conservation subdivisions" dating back over 40 years to Ian McHarg's seminal book *Design with Nature* (1969) and Randall Arendt's books *Rural by Design* (1994; updated 2015) and *Conservation Design for Subdivisions* (1996). This type of "conservation design" differs from "conventional design" by first protecting the important natural features of a site and then placing homesites on the remaining area instead of dispersing the development area throughout the site without regard to the site's existing physical landscape. The City's proposed approach, however, is not a strict adherence to all principals of conservation design – it is a tailored approach intended to meet the City's unique regulatory and physical landscape and address specific planning goals and policies and identified issues of concern. As with the City's current subdivision standards, the new approach must locate lots and infrastructure outside of critical areas with density calculated based on the total site area (critical areas and their buffers are not subtracted from the site area when determining density). There is no decrease in allowable density (number of lots). This approach includes new and revised subdivision standards, including:

Increased/decreased natural space requirement: The current "open space option" requires retention of up to 25 percent of the site's "valued open space features". The term "open space" is changed to "natural space" to reflect that the space is not "open" to all uses. The proposal includes revised requirements across the range of zoning districts. Natural space requirements are increased in the island's conservation area (R-0.4, R-1, and R-2 zoning districts) to 55, 45, and 30 percent, respectively, and remain the same or are decreased in other districts. A site's required aquifer recharge protection area (ARPA) would serve as its natural area; therefore, a site may have more than its required natural area.

New community space requirement: In order to "create community" instead of simply divide land, a new community space requirement is proposed. The intent is to achieve the creation of more livable neighborhoods, with shared active use community space (vs. more passive use/protected natural space). The amount of required community space various, again, across the range of zoning districts and is mandatory in all districts except for R-0.4, where the required amount of open space can be, at the applicant's option, added instead to the natural space area.

Required (not optional) homesite clustering and maximum homesite area (size): A homesite is essentially the development area within a residential subdivision lot. As noted earlier, the current "cluster option" has maximum "homesite" size and homesite separation (the maximum distance apart homesites can be). The proposed change is that clustering of homesites is not optional, it is required in all zoning districts. The maximum homesite size for the R-0.4 zoning district (10,000 square feet) is not changing. The maximum homesite size for all other districts is being slightly reduced. The maximum homesite separation (25 feet) is not changing. Currently, the homesite size if effectively created by other dimensional standards such as "building to lot line" or "building to street." This is illustrated by the orange lines on the subdivision aerial view on page 3 – everything within the orange line is the "development area" and can be cleared. Limiting development to a maximum homesite size (in the example it would be 7,500 square feet) would reduce the overall disturbance and development area by over 75 percent (the development area in the example is over 30,000 square feet on each lot).

Particularly in the island's conservation area (R-0.4, R-1, and R-2 zoning districts), the mandatory homesite clustering and maximum homesite area (size) will serve to consolidate the development area within a smaller footprint. Segregating (i.e., not clustering) building sites requires that longer roads and utilities connect them – increasing site disturbance as well as impervious surface area (roads), which, in turn, increases the size of required stormwater facilities. There is also a beneficial fiscal impact for the City when infrastructure footprint is minimized (roads, stormwater), because the City has to own and maintain it in perpetuity.

To support this approach, a number of **new and revised dimensional standards** are proposed. Some existing standards are revised to better reflect home size (e.g., sideyards and distance to exterior boundary line) and some new standards are proposed to support new general standards (e.g., shared garage sideyard). These dimensional standards follow the same format as the existing BIMC 18.12 -- Table 18.12.020-1 Flexlot Subdivision Dimensional Standards for Residential Zone Districts. Draft proposed dimensional standards are included at the end of this memorandum.

New and revised general standards are also proposed to provide more specificity related to other City standards and plans (e.g., City of Bainbridge Island Design and Construction Standards, Island-Wide Transportation Plan) and/or provide measurable standards that are more quantitative than design guidelines. These include, in part, revised standards for streets and vehicle access, septic systems, and landscaping, and new standards for remote/shared parking, multi-modal access, and fencing. To date, the Planning Commission has discussed general standards but has not reviewed them in depth. Draft proposed general standards are included at the end of this memorandum.

Additional background information regarding applicability of this approach to the R-0.4 zoning district is provided at the end of this memorandum, in the form of questions and answers.

VI. Next Steps

After review of this memorandum, staff requests Planning Commission feedback/input on the following:

- Are there any questions on the existing subdivision regulations?
- Does the memo accurately explain and support the intent of the subdivision update?
- Are there any missing "identified issues of concern" that should be added?
- Does the memo accurately reflect the Planning Commission's work to date?
- Are there any topics that should be added to (or deleted from) the draft general standards?

It is anticipated that future work by the Planning Commission will include:

- Final review of design guidelines
- Final review of dimensional standards
- Review of general standards, including landscaping (BIMC 18.15)

- Review of Title 17 in its entirety

Comprehensive Plan Goals and Policies

Land Use Element

Policy LU 1.2
Outside of Winslow and the Designated Centers, the Island has a rural appearance with forested areas, meadows, farms and winding, narrow, heavily vegetated roadways. These characteristics represent an important part of the Island's special character that is so highly valued by its residents.

As important as preserving Island character is to its residents, of equal importance is the protection of the Island's environmentally sensitive areas. These outlying areas contain much of the Island's sensitive areas – the major recharge areas for the Island's aquifers, wetlands and streams that serve a variety of important functions. Much of the area serves as fish and wildlife habitat. There is strong public support to encourage a pattern of development that preserves and protects this portion of the Island.

GOAL LU-4
As part of a long-term Island-wide Conservation and Development Strategy, focus residential and commercial development in designated centers, increase a network of conservation lands, maximize public access while protecting the shoreline, minimize impacts from the SR 305 corridor and conserve the Island's ecosystems and the green and open character of its landscape.

Policy LU 4.1
Focus development and redevelopment on the Island over the next fifty years in designated centers that have or will have urban levels of services and infrastructure while increasing conservation, protection and restoration on the Island, including shorelines, especially where there is interaction between the fresh and saltwater environments.

Policy LU 4.10
Lands shown on Fig. LU-3 as "Conservation Areas" are appropriate for residential, recreational, agricultural, habitat and open space uses. The City will use a variety of conservation tools, including public acquisition of certain properties, regulatory protection of critical areas and innovative tools such as aquifer conservation zoning and conservation villages to minimize the development footprint within these Conservation Areas.

Policy LU 4.11
To the greatest degree practical, prohibit clearcutting and grading of the natural landscape.

GOAL LU-5
Focus Urban Development in Designated Centers
The Plan focuses residential, commercial, and industrial growth in Winslow and other designated centers with urban services such as the Neighborhood Centers, and the industrial centers at Day Road, and Sportsman Triangle. Collectively, Winslow, the Neighborhood Centers, and the two industrial centers constitute Bainbridge Island's designated centers.

This is a change from the 1994 and 2004 Plans both of which specified a numeric growth strategy as follows: accommodate 50% of the population growth in Winslow through the year 2012 and accommodate 5% of population growth in the Neighborhood Centers. The balance of the growth was to be absorbed throughout the remainder of the Island.

Policy LU 5.1
Winslow is the urban core of the Island while the Neighborhood Centers are smaller-scale mixed-use centers. In order to achieve the goals of the GMA this Plan:

- Encourages development in areas where public facilities and services exist or can be provided in an efficient and effective manner.
- Provides a vibrant, pedestrian-oriented core.
- Reduces sprawl.
- Provides choice of housing location and lifestyle.
- Maintains and protects environmentally sensitive and resource lands.
- Encourages the retention of open space.
- Maintains and enhances fish and wildlife habitat.

GOAL LU-6
Ensure a development pattern that is true to the Vision for Bainbridge Island by reducing the conversion of undeveloped land into sprawling development. Encourage improvement of aging or underutilized developments over development of previously undeveloped property.

Policy LU 6.1
Land use designations reflect the priority of Bainbridge Island to remain primarily residential and agricultural with nonresidential development concentrated in the designated centers.

Policy LU 6.5
Process applications for development approval on Bainbridge Island within the timelines established in the City's land development regulations in order to ensure affordability, fairness, citizen notification and predictability in the land development process.

Policy LU 6.8
Review and specify the authority and the role of the Design Review Board, Hearing Examiner, Planning Commission and City Council in the land use development review and decision-making process. Land use actions can be ministerial, quasi-judicial and legislative in nature. As part of this review, consider a role for the Planning Commission and/or Design Review Board in reviewing preliminary long subdivisions.

GOAL LU-12
Conserve ecosystems and the Island's green, natural, open character.

Policy LU 12.1
Preserve the conservation area outside designated centers through a land use pattern which will enhance the character of the area – forested areas, meadows, farms, scenic and winding roads that support all forms of transportation – and the valuable functions the conservation area serves on the Island (i.e., aquifer recharge, fish and wildlife habitat, recreation).

Policy LU 12.2
Protect open space, critical areas and agricultural uses through public and private initiatives such as open space tax incentives, conservation villages, PUDs, transfer and purchase of development rights, public land acquisition, greenways, conservation easements, landowner compacts or limiting the amount of lot coverage.

Policy LU 12.3
Encourage the aggregation of nonconforming lots of record and undeveloped subdivisions and short plats in order to achieve a development pattern that is consistent with goals of the Plan to preserve open space, provide greenways through the Island, protect environmentally sensitive areas and protect water resources.

Policy LU 12.6
Work with Kitsap Public Health District to allow innovative solutions for on-site sewage treatment including community septic and grey water systems.

Policy LU 12.7
Consider allowing a density bonus in exchange for dedicating a portion of property into conservation as open space, farmland or public access. Priority should be given to conserving these lands near more densely developed areas.

Develop context-sensitive regulations for residential development in areas designated R-2, R-1 or R-0.4, in order to limit clearing, soil disturbance, promote low impact development and reconcile development and conservation.

Policy LU 14.1
The Residential District area is designated for less intensive residential development and a variety of agricultural and forestry uses.

Policy LU 14.2
Encourage residential development that is compatible with the preservation of open space, forestry, agricultural activities, and natural systems. Accessory farm buildings and uses are allowable.

Policy LU 14.3
Maintain the natural and scenic qualities of the Island by limiting residential density.

Housing Element

GOAL HO-1
Make steady progress toward the following aspirational targets for increasing the diversity of housing types and the supply of affordable housing.

GOAL HO-3
Promote and maintain a variety of housing types to meet the needs of present and future Bainbridge Island residents at all economic segments in a way that is compatible with the character of the Island and encourages more socio-economic diversity. Partner with community non-profit organizations and local and regional private and public entities in carrying out the followingpolicies.

Policy HO 3.1
Encourage innovative zoning regulations that increase the variety of housing types and choices suitable to a range of household sizes and incomes in a way that is compatible with the character of existing neighborhoods. Examples of innovative approaches are cottage housing development, conservation villages, stacked or common-wall housing, tiny houses and accessory dwelling units.

Policy HO 3.6
Develop standards to encourage development of small to mid-size single-family housing units. These provisions may include a framework to permit small-unit housing development such as tiny houses, micro units and cottage housing.

GOAL HO-6
Facilitate the provision of a diverse affordable housing stock in all geographic areas of the community.

Policy HO 6.6
Consider the merits of programs and regulations pioneered by other communities to discourage the land, energy and natural resource consumptive pattern of large single-family homes. Adopt amendments to City programs and development regulations as appropriate.

Policy HO 6.7
Support the development of livable neighborhoods.

Environmental Element

Goal EN-4
Encourage sustainable development that maintains diversity of healthy, functioning ecosystems that are essential for maintaining our quality of life and economic viability into the future.

Policy EN 4.1
Employ conservation design methods and principles such as low impact development techniques for managing storm and waste water, green building materials, high-efficiency heating and lighting systems.

Policy EN 5.3
The protection and enhancement of mature trees, and fish and wildlife habitat are important criteria used when evaluating the preservation of open space as part of development techniques such as clustering, flexible lot design subdivisions and transfer of development rights (TDRs).

Policy EN 15.3
Where land that had historically been used for agriculture is being subdivided for residential development, a portion should be reserved for agricultural use or community gardens. Existing traditional agricultural lands should be included in the open space of clustered development.

Policy EN 18.2
When acreage classified as timberlands or forest land is being converted to residential or agricultural use promote protection of the most valuable trees and forested area and compact development to limit the extent of clearing and soil disturbance.

Policy EN 19.3
In pre-application conferences and as part of the review of development applications, encourage property owners to maximize the preservation of trees and to maintain and enhance the cohesive

quality of tree groves through appropriate site design and construction methods as well as open space dedication of areas that contain these resources.

Incentives such as a building height bonus could be used to encourage tree preservation greater than the preservation required by code during site design. Update Guidelines for Commercial and Mixed Use Projects including Guidelines for Lynwood Center, Island Center and Rolling Bay to incorporate tree preservation practices and policies.

Glossary

Cluster Development: A development design technique that concentrates buildings in specific areas on a site to allow the remaining land to be used for recreation, common open space, and preservation of environmentally sensitive areas. Cluster development allows the reduction of lot sizes below the zoning ordinance's minimum requirements if the remaining land is preserved as permanent open space.

Conservation Villages: A development form that concentrates housing on a relatively small portion of the total site, with the larger portion of the site left untouched as dedicated conservation easement. The housing may take the form of common wall structures and/or detached units placed close by one another, situated to minimize the cost of running roads and serving utilities and maximizing the retention of scenic views, open space, natural contours, and vegetation. The techniques used to concentrate buildings may include reduction in lot sizes, building setback and/or bulk requirements. An increase in density may be considered only if appropriate limitations are placed on building footprint, bulk, shape, location, orientation, or other site or building design details.

Context Sensitive Design: Site, landscaping, architectural, or engineering design that is compatible with a development's setting, the contours of the land and natural systems on-site and immediately off-site, and that is compatible with the character, location and configuration of improvements and uses on adjacent properties.

Cottage Housing: A grouping of small, single family dwelling units clustered around a common area and developed with a coherent plan for the entire site. Cottage units typically have a shared common area and coordinated design and may allow densities that are somewhat higher than typical in single-family neighborhoods. Cottage housing offers a degree of privacy and some of the benefits of single-family housing combined with the lower cost and maintenance of attached housing. The clustered arrangement can contribute to a sense of community.

Island Character: For purposes of the Bainbridge Island Comprehensive Plan the term is used to describe the special character of the Island - winding, narrow and vegetated roadways and forested areas, meadows, farms, and which contain much of the Island's wetlands and streams, aquifer recharge areas and fish and wildlife habitat.

Livable Neighborhood: Livable neighborhoods are places that are affordable to diverse populations with a mix of housing types. They are designed with pedestrians and non-motorized transportation in mind, where children can play safely outdoors, and where public spaces exist for recreation and for neighbors to gather and socialize.

17.12.040 General residential subdivision standards.

ADD DIMENSIONAL STANDARDS TABLE AND PARAGRAPH ON DESIGN GUIDELINES

All residential short, long, and large lot subdivisions shall comply with the following standards.

A. All subdivisions shall comply with BIMC 17.12.040 Table 1, Subdivision Dimensional Standards and applicable sections of BIMC Titles 16 and 18. ~~Compliance with BIMC Titles 16 and 18 and RCW Title 58. Lot areas, dimensions, and other characteristics shall comply with the requirements of BIMC Title 18 applicable to the zone district where the land is located, including landscaping and/or vegetated buffers. In addition, each subdivision plat shall comply with all applicable provisions of RCW Title 58 (Boundaries and Plats) or its successors. Subdivisions including sensitive areas or their required buffers shall also comply with the provisions of BIMC 17.12.060.~~

B. Natural Space Required. All residential subdivisions shall provide natural area consistent with BIMC 17.28, Definitions, BIMC 17.12.040 Table 1, Subdivision Dimensional Standards, Preferred Natural Area Table, and the following standards:

1. Natural Space Objectives

2. Natural Space Design Guidelines

3. Prioritization of Natural Space

4. Amount of Natural Space Required

5. Natural Space Ownership

6. Natural Space Maintenance

7. Allowed Uses in Natural Space

C. Community Space Required. All residential subdivisions shall provide community space consistent with BIMC 17.28, Definitions, BIMC 17.12.040 Table 1, Subdivision Dimensional Standards, and the following standards:

1. Community Space Objectives

2. Community Space Design Guidelines

4. Amount of Community Space Required

5. Community Space Ownership

6. Community Space Maintenance

7. Allowed Uses in Community Space

D. Homesites Required. All single-family residential subdivisions require homesites located and designed consistent with BIMC 17.28, Definitions, and BIMC 17.12.040 Table 1, Subdivision Dimensional Standards, and the following standards:

1. Homesite Area.

a. A homesite area with the maximum area provided in BIMC 17.12.040 Table 1 shall be provided for each lot and shall be depicted on the face of the plat.

b. The homesite area shall include the primary residential dwelling, accessory buildings, and on-site parking, if provided for each lot within the subdivision.

b. Other allowed uses and structures include residential landscaping, pathways, and turf; individual water, stormwater, and septic infrastructure; and fences.

c. Homesites shall not contain any critical areas or their buffers or setbacks, shoreline buffers, or any portion of required natural areas.

2. Homesite Clustering. The purpose of clustering is to facilitate the efficient use of land by reducing disturbed areas, impervious surfaces, utility extensions and roadways. Homesites shall be located in cluster groupings and the efficient location of infrastructure shall be used to maximize the undeveloped area.

a. Four or more homesites shall constitute a cluster grouping in a long subdivision, and two or more homesites shall constitute a cluster grouping in a short subdivision.

b. All homesites in a cluster grouping shall adjoin or be located the maximum distance apart from another homesite provided in 17.12.040 Table 1, Subdivision Dimensional Standards.

c. The city encourages design of homesite cluster groups that create open areas large enough to accommodate crop agriculture, when such areas are created. The applicant shall record covenants making it clear to lot buyers that crop agriculture may take place on the open areas.

d. Homesite cluster groups shall be located to minimize adverse impacts to adjacent, previously existing residential development.

e. The location of homesite cluster groups is not required to be located near any existing home on the property.

~~B. Homesites. Residential homesites shall be located consistent with the design standards of BIMC Title 17 and Chapter 18.12 BIMC.~~

E. Water Supply Systems. Locations of individual or community water supply systems and associated wellhead protection areas required by the **Kitsap Public Health District** ~~**health district**~~ shall comply with all applicable standards established by the health district.

F. Septic Systems. Locations of individual or community drainfields and associated reserve drainfields shall comply with all applicable standards established by the **Kitsap Public Health District** ~~**health district**~~ **or Washington Department of Health. Reserve drainfield areas shall remain undisturbed until such time their use is required. This standard shall be noted on the face of the preliminary and final plat.**

H. ~~**Roads**~~ **Streets and** ~~**Pedestrian**~~ **Vehicle** Access.

1. Subdivisions shall comply with all applicable standards of the "City of Bainbridge Island Design and Construction Standards and Specifications," unless modified within this subsection or by the City Engineer.

2. Public and private streets within subdivisions with 20 or fewer lots shall meet the requirements of Table 7.2 "Optional Suburban Street Requirements" of the "City of Bainbridge Island Design and Construction Standards and Specifications," unless modified within this subsection or by the City Engineer or Fire Marshal.

3. Public streets within subdivisions with more than 20 lots shall meet the requirements of Table 7.1 "Street Requirements" of the "City of Bainbridge Island Design and Construction Standards and Specifications," unless modified within this subsection or by the City Engineer or Fire Marshal.

4. Each lot in a residential subdivision shall have direct access to a public or private street, except for those with shared driveways or alternative lot designs that provide shared or clustered parking outside of individual lots.

5. Deviations from the "City of Bainbridge Island Design and Construction Standards and Specifications" may be granted by the City Engineer upon evidence that such deviations are in the public interest and that they are based on sound engineering principles and practices. All requirements for safety, function,

appearance and maintainability must be fully met. Desired deviations must be requested during the pre-application phase of the project.

6. The street system of proposed subdivisions shall be designed to connect with existing, proposed, and planned streets outside of the subdivision. Wherever a proposed development abuts unplatted land or other land with the capability of being further subdivided, street stubs shall be provided to allow access to future abutting subdivisions if deemed practicable by the City Engineer.

7. Interior street layout shall be oriented on the east/west axis, if feasible, to maximize active and passive solar access.

8. To minimize impervious surfaces, public rights-of-way, access easements, private streets, and driveways shall not be greater than the minimum dimensions required to meet standards.

9. Street names and traffic regulatory signs shall be provided, and their locations shall be indicated on the plat/plan. The location of mailboxes and traffic regulatory signs is only required to be indicated on the plat/plan when other public improvements are required.

10. Transit stops shall be provided as recommended by Kitsap Transit.

I. Parking and Garages.

1. Parking shall be provided consistent with BIMC 18.15.010.XX and BIMC 17.12.040 Table 1, Subdivision Dimensional Standards except as modified by this subsection.

2. Parking may be located outside of individual homesites in individual or shared garages. Parking located outside of homesites is limited to five spaces.

3. Garages located on individual homesites facing a public street are limited to two vehicles.

J. Multi-Modal Access.

1. ~~Pedestrian and bicycle~~ Multi-modal circulation and access within a subdivision and onto the site shall be provided through walkways, paths, sidewalks, or trails. Special emphasis shall be placed on providing ~~pedestrian~~ non-vehicular access to proposed natural areas and/or community spaces.

2. Multi-modal facilities shall be consistent with the **applicable standards of the "City of Bainbridge Island Design and Construction Standards and Specifications."**

3. **Subdivision layout shall consider providing dedicated access easements if one or more "trail connection zones" are located on the site as shown on Map C and D (Non-Motorized System Plan) of the Island-Wide Transportation Plan.**

4. Pursuant to RCW 58.17.110(1) sidewalks shall be provided, where necessary, to assure safe walking conditions for students who walk to and from school. Special emphasis shall be placed on providing pedestrian access to proposed recreational and/or open space areas.

K. Fencing.

1. Solid board fencing is prohibited at the exterior boundary of a subdivision along a public right of way.

2. Fencing at the exterior boundary of a subdivision along a public right of way shall not exceed 3 feet, 6 inches in height.

3. Fencing around surface stormwater ponds shall not exceed 3 feet, 6 inches in height unless required by the city engineer for safety reasons.

L. Landscaping.

Minimum amount of native vegetation in homesite or lot landscaping, maximum amount of turf allowed, native vegetation requirement in roadside and perimeter buffers.

Roadside buffer required.

Perimeter buffer required.

M. Architectural Diversity.

F. No City Maintenance of Streets in Short Subdivisions. Streets within a short subdivision shall not be maintained by the city unless such streets have been dedicated as a right-of-way, improved to current city standards, and accepted as part of the approved short subdivision. Therefore, unless accepted, the responsibility for maintenance shall lie with the owners of the lots.

G. Improvements.

1. Where the buildout of a subdivision is divided into phases, land dedications and infrastructure development will be required on a pro rata basis as each phase is developed unless the applicant negotiates an alternative phasing schedule with the city. This will be required to be documented on a plat note.

2. On any approved large lot, no further lot divisions shall be approved until the required improvements are installed by the applicant and approved by the city.

3. All large lot subdivisions shall have the following improvements developed and/or installed prior to recording:

a. Streets shall be cleared, grubbed, and rocked or graveled to provide adequate year-round passage.

b. Appropriate drainage, including erosion control, facilities shall be provided consistent with a plan approved by the city engineer prior to clearing and construction of any plat improvements. (Ord. 2017-02 § 20, 2017; Ord. 2011-02 § 2 (Exh. A), 2011)

Subdivision Design Guidelines

Subdivision design guidelines will be located with the rest of the City's design guidelines, in BIMC Chapter 18.18. Chapter 17.12 will provide a reference to Chapter 18.18 and the design guidelines document, "Design Guidelines for Residential Subdivisions." Existing language from BIMC 18.18:

18.18.030 Specific design regulations and guidelines.
All development shall comply with the design regulations and guidelines applicable to that type of development as set forth in this section and the reference documents, which are adopted as part of this title by reference. In the event of a conflict between two or more design standards or regulations, the more specific shall apply.

Proposed new section in BIMC 18.18.030 to support this structure:

A. Residential Subdivision Development. Residential developed in accordance with BIMC 17 shall comply with those design guidelines contained in "Design Guidelines for Residential Subdivisions."

Proposed new section in BIMC 17.12.040 to support this structure:

The purpose of these design guidelines is to define the qualities of subdivisions that meet the guiding principals, goals, and policies of the City's Comprehensive Plan and to serve as a tool for guiding individual projects to meet those expectations through the city's land use review procedures. The design guidelines offer a forum for the public to participate in discussions about new subdivisions in their neighborhood, and as a means of allowing flexibility in the application of development standards and zoning requirements. An applicant may be granted a departure from the development standards and zoning requirements by demonstrating that an alternative design better meets the intent of the design guidelines.

All residential subdivisions shall comply with the residential subdivision design guidelines, and shall also comply with the standards of BIMC 17.12.040 (General residential subdivision standards) and with the standards of BIMC 17.12.060 (Special requirements for critical and shoreline areas and designated resource lands) as applicable.

Topic	Design Guideline
	Words/phrases **in bold** will have a definition in Title 17.
Island Character	**Intent:** Preserve and maintain **Island character.** **Guideline:** Subdivisions should reflect the special character of the island which includes downtown Winslow's small town atmosphere and function, neighborhood centers, historic buildings, extensive forested areas, meadows, farms, marine views and access, and scenic and winding roads supporting all forms of transportation.
Neighborhood Context	**Intent:** To reflect and/or enhance the context provided by existing roadway character and neighboring properties. **Guideline:** Site design should support the purpose of the zoning district in which the development is located, complement the existing character of specific neighborhoods, provide continuity with adjoining properties and, where necessary, provide transition between land uses and protect privacy of residents on adjacent properties.
Natural Area	**Intent:** To incorporate forested and/or other natural areas into site design in such a way that ecological and aesthetic integrity, qualities, and values are preserved or restored. **Guideline:** The required natural area shall be treated as a feature intrinsic to the subdivision design in order to maintain existing on- and off-site ecological processes and provide an asset of value to subdivision residents.
Natural Site Conditions	**Intent:** To preserve and integrate existing natural site patterns and features throughout the site. **Guideline:** Site development should be designed to preserve and integrate the natural conditions of the site, including existing topography, native trees and vegetation, drainage patterns, and ecological features based on an inventory and analysis of existing conditions. Homesite and infrastructure placement should complement natural topography and retain native vegetation to the maximum extent feasible.
Historic and Cultural Resources	**Intent:** To preserve important historic and cultural resources. **Guideline:** Site design should maximize opportunities for preserving historic and cultural structures, and retain historic landscape features and connections.
Stormwater	**Intent:** Integrate stormwater facilities in site design with emphasis on infiltration and dispersion practices. **Guideline:** Stormwater facilities shall utilize existing drainage patterns and be designed as a site amenity, where feasible. Low impact development practices shall be used throughout the site to minimize the size of ponds or vaults. Open stormwater facilities (ponds and bioswales) shall provide a natural appearance through layout, design and landscape treatment, including shallow side slopes, curvilinear configuration, and use of native vegetation.
Septic Systems	**Intent:** To minimize impact of septic facilities. **Guideline:** Design and locate sewage facilities to minimize site disturbance and native vegetation removal and utilize shared systems where feasible.

Topic	Design Guideline
Water Conservation	**Intent:** To protect the Island's finite groundwater resources and adapt to the impacts of a changing climate. **Guideline:** Water conservation measures shall be considered in site design including use of native and drought tolerant vegetation, rainwater capture, and water reuse.
Community Space	**Intent:** To promote a shared sense of community. **Guideline: Community spaces** should function as an integral part of the development and be located adjacent to as many homesites as is feasible.
Cluster Homesites	**Intent:** To promote interaction within the community and facilitate the efficient use of land by reducing disturbed areas, impervious surfaces, utility extensions and roadways. **Guideline:** Homesites shall be located in cluster groupings and, to the extent feasible, the efficient location of infrastructure shall be used to maximize the undeveloped area.
Solar Access	**Intent:** To provide solar access for wellbeing and energy production. **Guideline:** Site design, including street, lot, and homesite layout and orientation, should allow for passive and active solar access. Massing of buildings, tree retention, and introduced vegetation should take into account the effects of shade.
Access and Circulation	**Intent:** To provide a practical and pleasant network of multi-modal circulation. **Guideline:** Adequate provisions for pathways and other pedestrian/bicycle amenities connecting various parts of the development, the surrounding road or trail network, and adjacent parcels should be included in site design.
Motor Vehicles	Intent: To minimize the prominence of motor vehicle use and storage. Guideline: Site design and features related to motor vehicle use and storage should be minimized. Site design shall consider shared driveways, minimum road widths, traffic calming measures such as Woonerfs and chicanes, and shared or clustered parking areas or structures.
Homesite Design	**Intent:** To efficiently configure building footprint(s) and allowed uses within a homesite. **Guideline:** Homesite configuration should consider compact and energy-efficient home and site design with massive houses on small lots strongly discouraged.
Diversity in House Design	**Intent:** To provide a range of home sizes and designs to achieve diversity in visual appearance and affordability. **Guideline:** House designs should be varied in size, massing, and frontage character using methods such as varied floor plans, staggered front yard setbacks, building modulation, and changes in exterior materials. Houses should display shared architectural features to establish continuity and harmony.
Facing Public Streets	**Intent:** To reinforce neighborliness of homes along a public street. **Guideline:** Houses along interior public streets should orient the entry toward the street and avoid the use of solid walls and fences. Garages along the front façade should be de-emphasized by recessing vehicular entrances or locating the garage behind or on the side of the house.

Subdivision Dimensional Standards

The table of subdivision dimensional standards as originally proposed is attached. The Planning Commission and Design Review Board have completed their initial review of the dimensional standards. Changes proposed by the Planning Commission are summarized below. The Design Review Board subsequently made several useful suggestions for revisions/clarifications that will be incorporated into the draft dimensional standards related to garage setbacks, parking, and shared garages. In addition, the consultants who originally developed the proposed dimensional standards more recently suggested some additional revisions to better reflect site layout goals, specifically related to homesite dimensional standards. **A revised table of dimensional standards will be provided to the Planning Commission for review at a future meeting.**

Two tables are provided to reflect changes to the attached dimensional standards table. While all standards were discussed, some at length, these tables show the only changes that were agreed to by Planning Commission members.

The following changes to the dimensional standards table were made by the Planning Commission at the September 13, 2018 Planning Commission meeting:

Standard	Shown on table	Changed to
Natural space	R-0.4 – 25% R-1 – 25% R-2 – 25%	R-0.4 – 55% R-1 – 45% R-2 – 30%
Homesite	R-2 – 7,500	R-2 – 6,500
Home Site Separation	R-0.4 – none	R-0.4 – 25 feet Add footnote that homesite separation may be increased if applicant demonstrates a clear increase in conservation value.
Community space	R-0.4 – 5%	In R-0.4 zone, the applicant has option to provide 5% community space or add 5% to the required natural space.

The following changes to the dimensional standards table were made by the Planning Commission at the September 27, 2018 Planning Commission meeting:

Standard	Shown on table	Changed to
Home sideyards	R-0.4 – 0 feet Attached (1600 sf or less)	R-0.4 -- N/A (not applicable) Results in no allowance for zero lot line (attached units) in the R-0.4 district. **Note:** This reverses the Planning Commission recommendation, subsequently adopted by City

Standard	Shown on table	Changed to
		Council in February 2017 via Ordinance 2017-02 (see Exhibit B) in a set of updates to development regulations to make them consistent with the Comprehensive Plan, that changed the building to building setback <u>from 10 feet to 0 feet in all zoning districts</u>: Bldg. to bldg. <u>0 ft</u>. ~~10 ft.,~~ or minimum required by the fire code, whichever is greater
Home to street	Home to street	Home to **interior** street Clarification only
Home to SR 305 ROW	Home to SR 305 ROW	Deleted
Home to arterial and ROW	Home to arterial and ROW	Home to **residential street** ROW Clarification only

Additional Background for Creating Conservation Subdivisions in R-0.4 Zoning

1. The Comprehensive Plan's First Guiding Principle Must Guide Subdivision Design

Comprehensive Plan Guiding Principle #1
Preserve the special character of the Island, which includes downtown Winslow's small town atmosphere and function, historic buildings, extensive forested areas, meadows, *farms*, marine views and access, and scenic and winding roads supporting all forms of transportation.

Yes, but there are a number of additional goals and policies that must also guide subdivision design (see end). Current residents, for the most part, expressed strong support for the Comprehensive Plan update, which includes a number of goals and policies related to the development pattern in the residential district inclusive of the R-0.4, 1 and 2 districts. "Cluster development" and "conservation villages" are both provided as tools to achieve the preferred development pattern in the residential district (see definitions at end of comprehensive plan goals and policies).

2. How Will Scenic Views and Scenic and Winding Roads Be Protected?

Rural By Design states that "Conservation design can be used to protect scenic viewsheds along roads where maintaining rural character is a policy goal." Pg. 312. How will that be accomplished through our subdivision site plan guidelines and standards? Requiring that subdivisions in R-0.4 located homes in close proximity to proposed or existing roads will result in multiple homes being built along the roadways. This can wall off the natural area views, thereby changing the rural character of the R-0.4 areas of the island

It is unclear where the notion that clustering is required to be close to existing roads came from. That has never been proposed, and the ARPA specifically includes a provision that allows driveways to go *through* the ARPA in order to access the area of a site most suitable for development.

Additionally, it is not anticipated that the existing requirement for roadway buffers will be eliminated or decreased. Subdivisions in R-0.4 will not be required to be located in close proximity to existing "frontage" roads. Homes within subdivisions will be required to be located close to the interior road to minimize impervious surface area and tree removal. "Scenic viewsheds" do not include interior subdivision roads.

3. How Would Mandatory Conservation Design Requirements Be Satisfied In Light Of Mandatory ARPA and Other CAO Requirements?

Conservation subdivision design is intended to protect natural resources. How will these design guidelines be integrated into our mandatory ARPA and other CAO provisions, and which guidelines and standards will control when there is a conflict?

As with the current (existing) subdivision standards, conservation subdivisions would require that all provisions of the CAO are met. See BIMC 17.12.060:

> **A. Critical Areas.**
> **1. Any portion of a short or long subdivision, large lot subdivision, nonresidential or multifamily subdivision that contains a critical area as defined in Chapter 16.20 BIMC must conform to all requirements of that chapter.**

2. Any portion of a short or long subdivision, large lot subdivision, or a nonresidential or multifamily subdivision shall comply with the fencing and signage requirements of BIMC 17.12.030.A.8.a or B.2.g, as applicable.

As with the current (existing) subdivision standards, natural space/area (conservation area) will be prioritized. See existing BIMC 17.12.030:

3. Prioritization of Valued Open Space. The relative desirability of different types of open space is ranked in Table 17.12.030-2, and proposed open space subdivisions shall design open spaces to include areas with higher priority rankings if possible. If a subdivision site contains a particularly exceptional or rare open space feature that is lower in priority, the applicant and/or city may choose to preserve that feature over those higher in the table. Where valued open space features are present and some portion of those features is adjacent to the same or other listed valued features in Table 17.12.030-2, the protected open space should be designed to include those areas contiguous to valued open space features on adjacent properties.

Table 17.12.030-2: Valued Open Space Features for Open Space Short and Long Subdivisions

Priority	Open Space Feature	Notes
1.	Critical Areas (as defined in Chapter 16.20 BIMC), Areas Contiguous with Critical Areas and Their Buffers	All critical areas and their associated buffers shall be preserved. [The ARPA would be added here.]
2.	Native Forests and Significant Trees	Significant trees identified consistent with the standards of the landscaping ordinance (BIMC 18.15.010) should be preserved. [This would be revised or deleted because it is included in the ARPA.]
3.	Trails and Greenways	Trails and greenways should be preserved.
4.	Pastures, Meadows, Orchards, and Farmland	Pastures, farmland and land areas currently or traditionally used in agriculture should be preserved. Where possible, the size and configuration of pasture and farmland areas should permit commercially viable farming.
5.	Shoreline View Areas	Shoreline areas identified consistent with the provisions of the shoreline management plan (Chapter 16.12 BIMC) that are suitable for public access and habitat area should be considered.
6.	Mature Vegetation on Ridgelines	Mature vegetation found on ridgelines of community significance (as viewed from off site) should be preserved. [This would be revised or deleted because it is included in the ARPA.]
7.	Wildlife Corridors	Designated wildlife corridors as adopted by Resolution No. 2001-12 should be preserved.

The Planning Commission's recommendation for required natural space in the "ARPA zones" is below the maximum ARPA requirement (R-0.4, 55%; R-2, 45%; R-1; 30%). There are at least two potential scenarios: 1) The required ARPA area is more than the required natural space area and 2) the required natural space area is less than the required ARPA area. In scenario 1, the ARPA would govern, because all subdivisions must comply with the CAO. In scenario 2, the natural area would be the ARPA + whatever priority open space features are present on the site. It should be noted that using the existing subdivision standards, some subdivisions end up with more than the required open space due to the presence of critical areas and their buffers. This would not change.

4. Why are we proposing to make conservation subdivision design mandatory in R-0.4? What does it accomplish in light of our mandatory ARPA and CAO requirements?

Rural by Design acknowledges that some jurisdictions mandate conservation design, at least in some districts, but that such an approach can be politically difficult to adopt. One option the author proposes is to make conservation design permitted as a matter or right but require conventional design to obtain a conditional use permit. This seems cumbersome and unnecessary when we already have mandatory ARPA requirements that will accomplish much of what conservation design is intended to do in the rural areas – conserve the most valuable natural space. A second option is described as allowing full density only in conservation design districts, and restricting conventional design to half that number of house lots. This seems very controversial with little gain in light of our ARPA and CAO requirements.

Recent legislative history does not indicate that the City Council is shying away from adopting regulations that are politically difficult. We are currently in the middle of a development moratorium, they passed an emergency landmark tree ordinance, and passed the critical areas ordinance, which includes several politically difficult provisions. That aside, it has never been suggested that the conservation subdivision approach would include downzoning – allowing fewer lots than the underlying density.

The ARPA preserves native vegetation to maximize groundwater recharge. Subdivision development has impacts beyond vegetation removal – soil compaction and removal, or eliminating upper soil layers, shallow depressions, and natural drainage patterns. All of this can and does occur outside of preserved open space and, the bigger that area gets, the bigger the adverse impact. Clustering reduces the overall impervious surface area because developed lots are sited relatively close together which minimizes the length of streets and sidewalks to connect them, as well as utility infrastructure. Clustering limits the size of the area of disturbance, reducing impacts.

Segregating (i.e., not clustering) building sites requires that longer roads and utilities connect them – this increases site disturbance as well as impervious surface area (roads), which, in turn, increases the size of required stormwater facilities. It is important to consider all of the site features of a subdivision – including roads, stormwater, septic – when thinking about site layout. We want to minimize all of these. There is also a beneficial fiscal impact for the City when infrastructure footprint is minimized (roads, stormwater), because the City has to own and maintain it in perpetuity.

There is also the potential that a site may have little natural space (for example, 30% in the R-2 zone, as currently proposed by the Planning Commission) or that an applicant may elect to use the recharge module and would effectively have no ARPA – in these cases, clustering becomes even more important.

In other parts of the country where conservation subdivisions are optional, a very small percentage of subdivisions end up being conservation subdivisions. By making them mandatory, the City can ensure that progress toward achieving the development pattern envisioned in the Comprehensive Plan is more certain, and not based on voluntary action. In other communities where cluster (conservation) subdivisions are optional, it is generally because some sort of incentive is offered (e.g., increased density, approval by right, etc.). The City, to date, is not contemplating offering incentives in exchange for clustering. An improved TDR program or inclusionary zoning program may or may not change that. If there is no incentive, would people choose it? If they didn't choose it, would we maximize the opportunity to "limit clearing, soil disturbance, promote low impact development and reconcile development and conservation" as articulated in the Comprehensive Plan for the R-0.4 zoning district?

5. Why are we requiring community space in the R-0.4 zoning areas?

It is unclear to me why we would mandate community space in a low density area where many, if not most, of the subdivisions are likely to be short plats of 4 homes or less. If the goal of conservation design is to preserve the highest amount of natural area, mandating some of that as community space seems to be inconsistent. And if community space is required, it should be in an open area located within natural space, to preserve as much natural space as possible. Perhaps one option would be to mandate community space in subdivisions of 10 homes or more.

There are other goals of the subdivision update than just preserving the highest amount of natural area. The Comprehensive Plan includes a number of goals and policies that speak to housing diversity and creating livable neighborhoods:

Policy HO 3.1
Encourage innovative zoning regulations that increase the variety of housing types and choices suitable to a range of household sizes and incomes in a way that is compatible with the character of existing neighborhoods. Examples of innovative approaches are cottage housing development, conservation villages, stacked or common-wall housing, tiny houses and accessory dwelling units.

Policy HO 3.6
Develop standards to encourage development of small to mid-size single-family housing units. These provisions may include a framework to permit small-unit housing development such as tiny houses, micro units and cottage housing.

GOAL HO-6
Facilitate the provision of a diverse affordable housing stock in all geographic areas of the community.

Policy HO 6.7
Support the development of livable neighborhoods.

Livable Neighborhood: Livable neighborhoods are places that are affordable to diverse populations with a mix of housing types. They are designed with pedestrians and non-motorized transportation in mind, where children can play safely outdoors, and where public spaces exist for recreation and for neighbors to gather and socialize.

Cluster Development: A development design technique that concentrates buildings in specific areas on a site to allow the remaining land to be used for recreation, common open space, and preservation of environmentally sensitive areas. Cluster development allows the reduction of lot sizes below the zoning ordinance's minimum requirements if the remaining land is preserved as permanent open space.

6. How Will Drainfield Location Be Selected To Ensure They Are Located on the Most Suitable Soils?

Rural by Design describes one of the advantages of a conservation subdivision as using the most permeable and suitable soils on a site for drainfields, either on individual lots or grouped in a common area. This technique avoids compaction of other soils on the site and enhancing stormwater infiltration and groundwater recharge. How will this be accomplished in our proposed subdivision standards and other mandatory requirements, such as ARPA/CAO?

A site analysis is required as part of the conceptual proposal meeting. The analysis will indicate where suitable soils are for drainfields. There are many options for on-site septic facilities which take more or less space or result in more or less site disturbance – some of these options are allowed within the ARPA. The site analysis should dictate where all site development occurs, including drainfields.

7. Does Mandatory Conservation Design Reduce Flexibility To Work With Natural Features of the Land?

By requiring adoption of conservation design and restricting the location of homes, flexibility to work around natural features of the land – significant trees, wetlands, geotechnically hazardous areas, wildlife corridors, natural vegetation, etc. – seems to be reduced or potentially eliminated.

For example, 4 homes could be built in a subdivision on a 10-acre parcel in the R-.04 zone. If they must be clustered together, there has to be a suitable building site that excludes all of the above natural features, is not included in an ARPA, does not include critical areas or trees that are required to be retained, and is close to an existing or proposed road. Those are a lot of criteria to meet, and the natural areas on that parcel of land may dictate that the homes be placed in different areas on the land to protect the existing natural areas.

Mandatory conservation design that adopts "clustering" reduces or eliminates the flexibility to place the homes where protection of the natural areas suggests they should be built. It also could require that an existing home on a parcel to be subdivided would be have to be "clustered" with any additional homes, even if the existing home is not located in an ideal place for such clustering. This is particularly important because most subdivisions in the R-0.4 zoning will be short subdivisions or 4 or fewer homes, with many occurring on land that already has a home on it.

This example assumes that all natural areas must be preserved. This is not true, there does not have to be a building area that is outside of all natural areas. [The development area must be outside of all critical areas. The number of allowed lots may be reduced if there is not enough room outside of critical areas. This is not a change, this is a current requirement.] Only that portion of the site that is required to be preserved must be preserved (either 65% per ARPA or 55% per the Planning Commission's current recommendation for required natural area). As such, there will most likely be natural area/features that are not preserved. The point of the 4-step design process is that you delineate the natural areas first and, using the site analysis, preserve the most important natural features.

The location of any existing home will not necessarily dictate the location of additional homes. Other jurisdictions include a specific provision that this would not be a requirement (that new homes would need to be clustered around an existing home). The City's existing flexlot cluster option already includes this standard: The location of homesite cluster groups is not required to be located near any existing home on the property.

The subdivision potential in the R-04 zone does include largely 4-lot subdivisions; however, no analysis has been done to determine how many of these lots already have an existing home.

Existing Number of Parcels	Unit Potential/ Lot Through Subdivision
R-0.4	
2	20+ lots
2	15-20 lots
1	10-14 lots
25	5-9 lots
46	4 lots

8. Conservation Design Could Produce Development Not Anticipated By Current Residents in R-0.4 Zoning

Current residents in the R-0.4 zone do not anticipate that multiple homes could be built on adjacent lots, based on the City's zoning code and the Comprehensive Plan, which seeks to preserve the open, pastoral nature of the R-0.4 areas on the island. Currently, existing residents can anticipate one home will be built on each 2.5-acre lot. On a 10-acre lot, leaving 7.5 acres in open space and building 4 homes on a single 2.5-acre lot does not mitigate the impact to neighboring residents of those 4 homes on 2.5 acres, particularly if those 4 homes are located on an adjoining lot line. This is particularly of concern because most subdivisions in R-0.4 are likely to be short subdivisions, and the location of any existing home could dictate the location of additional homes if conservation design is mandatory.

Existing residents cannot realistically anticipate that one home will be built on each 2.5-acre lot because the City's current subdivision regulations rarely result in one home being built on a 2.5-acre lot due to the flex lot design standards:

Hidden Cove Estates – No 2.5 acre lots; only one over 2 acres
Sunny Hill (off Fort Ward Hill Road) – One over 2.5 acre; average 1.95 acre
Bristle Ridge – No 2.5 acre lots; none over 2 acres
Yankee Girl – No 2.5 acre lots; none over 1 acre
Quitslund – No 2.5 acre lots; largest lot 1.1 acre

The location of any existing home will not necessarily dictate the location of additional homes. Other jurisdictions include a specific provision that this would not be a requirement (that new homes would need to be clustered around an existing home). The City's existing flexlot cluster option already includes this standard: The location of homesite cluster groups is not required to be located near any existing home on the property.

Perimeter buffers are required for the City's existing cluster subdivision option. The Planning Commission has discussed increasing these buffers, which would mitigate any impact to neighboring residents. The entire subdivision update cannot be designed on the assumption that some share of existing residences in the R-0.4 zone are sitting on the property line they may someday share with a

subdivision and that no buffer would be required. Further, those existing homes should be outside of the required yard setback on their property (rear or side – 25 or 15 feet, respectively).

Additionally, the Planning Commission has discussed a design guideline that addresses neighborhood context, including adjacent residences:

Intent: To reflect and/or enhance the context provided by existing roadway character and neighboring properties.

Guideline: Site design should support the purpose of the zoning district in which the development is located, complement the existing character of specific neighborhoods, provide continuity with adjoining properties and, where necessary, provide transition between land uses and protect privacy of residents on adjacent properties.

9. Perpetual Management Of Mandatory Large Open Space Areas Must Be Addressed.

As acknowledged *in Rural by Design*, open space in conservation subdivisions must be owned and maintained in perpetuity by an entity, such as a homeowners association, or deeding the open space to the City or Parks to manage, where it presumably would become public open space. This requires time and money, and it should be addressed in the Site Plan Design Guidelines and Subdivision Standards. This issue also goes directly to the question of lot lines and tax parcels – what would homeowners in a conservation subdivision in the R-0.4 zone actually own and be legally and financially responsible for?

This is not a new issue. The City's current open space subdivision option includes required open space that must be owned and maintained in perpetuity by an entity. This is prescribed in the current subdivision standards. Open space can be owned by one person, and HOA, or another entity. An open space management plan, and full set of covenants, conditions, and restrictions (CC&Rs) – outlining ownership, easements, and maintenance – are required to be submitted at the preliminary plat phase. Maintenance and CC&R references are required to be shown on the face of the plat. This would not change and could be revised to addressed any specific issues of concern.

CITY OF BAINBRIDGE ISLAND

Department of Planning and Community Development

Memorandum

Date: January 22, 2019

To: City Council

From: Christy Carr, AICP, Senior Planner

Subject: **Subdivision Update Overview**

Introduction and Overview

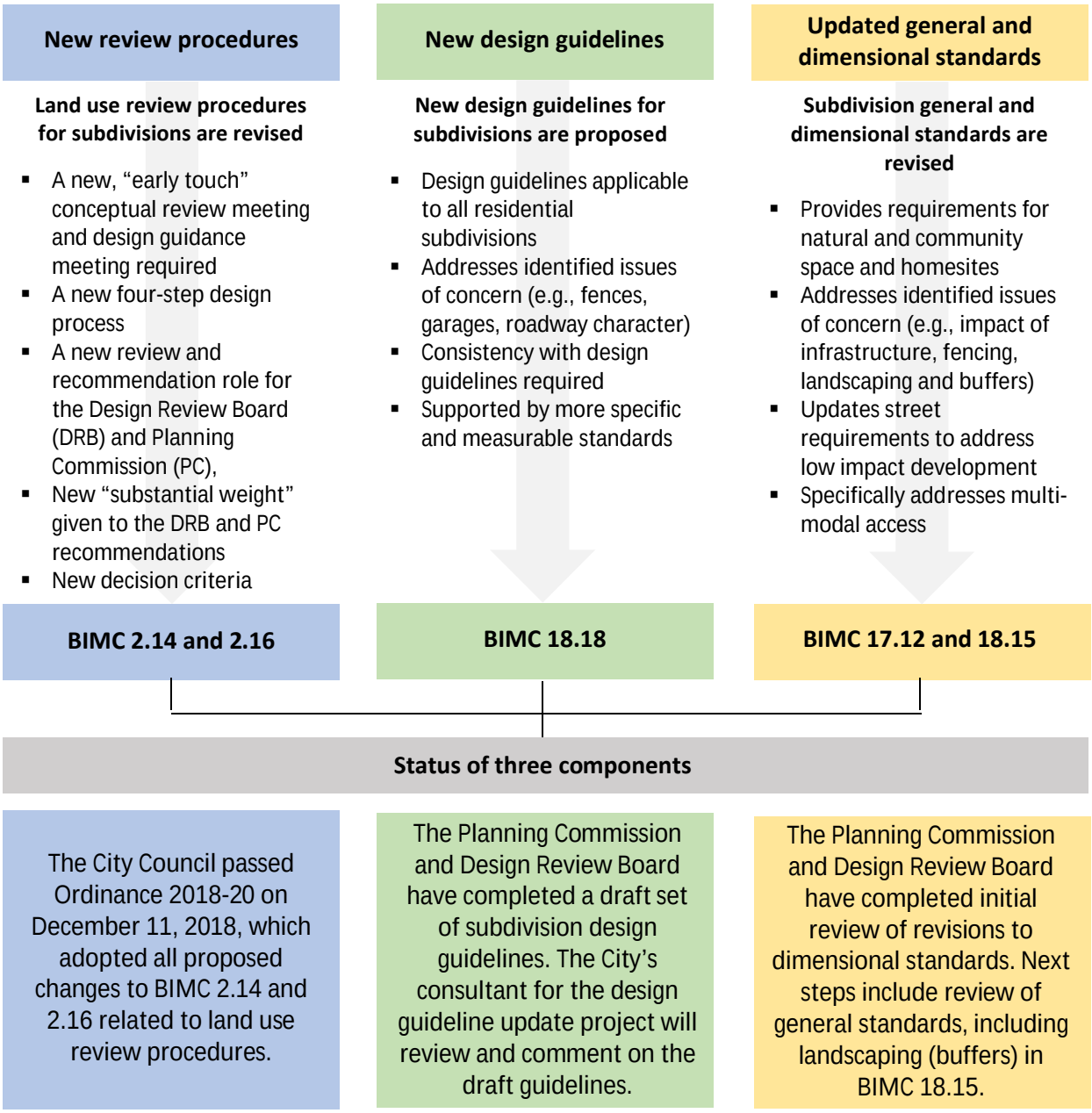
Beginning in early 2018, the City began a comprehensive update to its subdivision regulations. This project originated to address the City Council's expressed concerns related to development and growth in adopting a temporary moratorium on the acceptance of certain development applications, including subdivisions. The primary focus of this project is to implement the vision of the City's Comprehensive Plan by translating goals and policies related to residential growth and development patterns into specific guidelines and standards for subdivision development.

The overall purpose of the proposed revisions is to craft a subdivision ordinance that directs the planning and design of future residential developments in a manner that respects the natural resources of the land and preserves the character and function of the landscape. A further purpose is to develop regulations that result in livable neighborhoods -- a mix of housing types designed with pedestrians and non-motorized transportation in mind, where spaces exist for safe play and recreation, and for neighbors to gather and socialize.

The purpose of this memorandum is to provide a summary of work to date and the proposed approach and tools under consideration and discussion at the Planning Commission. Information presented includes:

Section I. Overview of Major Components of Subdivision Update: Three Major Components
Section II. Summary of Key Changes
Section III. Draft Subdivision Design Guidelines
Section IV. Draft Subdivision Dimensional Standards
Section V. Additional Background for Creating Conservation Subdivisions In R-0.4 Zoning
Section VI. Supporting Comprehensive Plan Goals and Policies

I. Overview of Major Components of Subdivision Update: Three Major Components



II. Summary of Key Changes

Changes are proposed for each of the three major components outlined above: review procedures, design guidelines, and standards. The City's existing subdivision and general standards are located in BIMC 17.12, BIMC 18.12 (dimensional standards), and BIMC 18.15 (landscaping). One organizational change proposed is to consolidate all standards related to subdivisions into one title of the municipal code (Title 17). The majority of proposed changes to Title 17 are to Chapter 17.12, subdivision design standards.

A summary of key changes is provided below. For reference, Comprehensive Plan goals/policies they are intended to implement are provided following the summary.

Review Procedures

A number of new and revised review procedures are proposed to specifically address Comprehensive Plan policy LU 6.8:

> Review and specify the authority and the role of the Design Review Board, Hearing Examiner, Planning Commission and City Council in the land use development review and decision-making process. Land use actions can be ministerial, quasi-judicial and legislative in nature. As part of this review, consider a role for the Planning Commission and/or Design Review Board in reviewing preliminary long subdivisions.

In addition to revisions to the role for the Planning Commission (PC) and Design Review Board (DRB), a number of changes are proposed to implement new, more robust, and comprehensive land use review procedures, including new required "early touch" conceptual and design guidance meetings, narrative language around the new review and recommendation roles for the DRB and PC, and new requirements, at the City Council's request, that these recommendations carry "substantial weight" with the decision-maker. Proposed revisions include:

Conceptual review meeting: A new conceptual review meeting is added as the first step in the review process. The conceptual proposal review meeting is a means of screening subdivision proposals in their earliest stages of design before costly engineered plans are completed and proponents are committed to a particular design. This early touch allows review bodies to dialogue in an informal manner with the applicant, review the design guidelines and comprehensive plan goals and policies applicable to the site, and explore design concepts and/or options. Submittal requirements include a statement of intent, site analysis, and context map. The site analysis and context map show existing features on which to base design decisions. *A waiver from this review requirement may be requested.*

Design guidance meeting: A new design guidance review meeting is added as the second step in the review process (this meeting is currently optional for other types of major projects). The design guidance review meeting is intended to provide input and guidance to an applicant on consistency with applicable design guidelines and comprehensive plan goals and policies, including recommendations for how the project could be revised to achieve greater consistency. Submittal requirements include a schematic design, documentation of the four-step design process (described below), and completed design guidelines checklist.

Four-step design process: As part of the design guidance meeting, subdivision proponents are required to document use of the four-step design process. A key feature to conservation design, this process reverses the conventional site planning approach which typically begins by laying out the streets, lot lines, and building footprints as the first part of the process. Instead of first identifying development

areas, the four-step conservation design process begins by identifying what areas are best for preserving and those areas of the site that can best accommodate development. The four steps include: (1) delineate natural area, (2) locate homesites and community space, (3) define access, and (4) draw lot lines.

Community meeting: As part of the pre-application phase, applicants are currently required to "host" a community meeting. This requirement is not changing, except that the meeting will now be held by the Planning Commission. The intent is to give the public a more formal venue for getting information and providing input and give the Planning Commission an earlier look at the proposed project.

Review and recommendation role for the Design Review Board and Planning Commission: A new review and recommendation meeting for each of these land use review bodies is required. These meetings are currently required for other types of major projects. The intent of adding them as a requirement for subdivisions is to better ensure a proposed project's consistency with applicable design guidelines, BIMC Title 17 and 18, and the Comprehensive Plan.

"Substantial weight" given to the DRB and PC recommendations: New review procedures require that the Design Review Board's recommendation must hold substantial weight in the consideration of the application by the Planning Commission and the Planning Commission's recommendation must hold substantial weight in consideration of the application by the Director and Hearing Examiner. Any deviation from the recommendations must be documented in written findings and conclusions.

Decision criteria: Several new decision criteria are added that the Hearing Examiner must determine are met, including safe routes to school, consideration of existing physical characteristics, and requirements for common space maintenance.

Design Guidelines

A new set of design guidelines was created for residential development within subdivisions. These design guidelines do not apply to residential development outside of subdivisions. The purpose of the design guidelines is to define the qualities of subdivisions that make for successful projects and neighborhoods within the context of the City's Comprehensive Plan, and to serve as a tool for guiding applicants to meet those expectations through the City's design review process.

The guidelines are separate and in addition to mandatory standards (such as setbacks, homesite size and separation). The guidelines are less quantitative than standards and may be interpreted with some flexibility for specific applications while assuring conformance with the community's vision and goals for development.

Design guidelines are organized by topic, ranging from island – neighborhood – site – infrastructure – homesite. Each topic includes an intent and guideline. Draft subdivision design guidelines are attached.

Updated general and dimensional standards

Subdivision standards effectively shape the "look and feel" of subdivision development and ultimately have long term impacts on the character and function of the landscape and surrounding neighborhood. Many of the identified issues of concern (see bottom of page 2) can be tied directly to one or more standards. As such, a focus of the subdivision update project is a revision to these standards so that they result in subdivision development reflective of Comprehensive Plan goals and policies.

Subdivision standards are scattered throughout the municipal code, including dimensional standards (BIMC 18.12 -- Table 18.12.020-1 Flexlot Subdivision Dimensional Standards for Residential Zone

Districts), general standards (BIMC 17.12.040), and landscape standards (BIMC 18.15). Work to date includes revisions to dimensional and general standards, while future work will review and revise landscape standards as needed.

The most significant change to the general standards is the elimination of the flexlot design process. There will no longer be an "open space" or "cluster" option – all residential subdivisions will follow the same set of standards. The new, single standard will essentially merge the two options, and require both the designation of open space (renamed "natural area") and the clustering of homesites. The approach borrows key concepts from "conservation design" and "conservation subdivisions" dating back over 40 years to Ian McHarg's seminal book *Design with Nature* (1969) and Randall Arendt's books *Rural by Design* (1994; updated 2015) and *Conservation Design for Subdivisions* (1996). This type of "conservation design" differs from "conventional design" by first protecting the important natural features of a site and then placing homesites on the remaining area instead of dispersing the development area throughout the site without regard to the site's existing physical landscape. The City's proposed approach, however, is not a strict adherence to all principals of conservation design – it is a tailored approach intended to meet the City's unique regulatory and physical landscape and address specific planning goals and policies and identified issues of concern. As with the City's current subdivision standards, the new approach must locate lots and infrastructure outside of critical areas with density calculated based on the total site area (critical areas and their buffers are not subtracted from the site area when determining density). There is no decrease in allowable density (number of lots). This approach includes new and revised subdivision standards, including:

Increased/decreased natural area requirement: The current "open space option" requires retention of up to 25 percent of the site's "valued open space features". The term "open space" is changed to "natural area" to reflect that the space is not "open" to all uses. The proposal includes revised requirements across the range of zoning districts. Natural area requirements are increased in the island's conservation area (R-0.4, R-1, and R-2 zoning districts) to 55, 45, and 30 percent, respectively, and remain the same or are decreased in other districts. A site's required aquifer recharge protection area (ARPA) would serve as its natural area; therefore, a site may have more than its required natural area.

New community space requirement: In order to "create community" instead of simply divide land, a new community space requirement is proposed. The intent is to achieve the creation of more livable neighborhoods, with shared active use community space (vs. more passive use/protected natural area). The amount of required community space various, again, across the range of zoning districts and is mandatory in all districts except for R-0.4, where the required amount of open space can be, at the applicant's option, added instead to the natural area.

Required (not optional) homesite clustering and maximum homesite area (size): A homesite is essentially the development area within a residential subdivision lot. As noted earlier, the current "cluster option" has maximum "homesite" size and homesite separation (the maximum distance apart homesites can be). The proposed change is that clustering of homesites is not optional, it is required in all zoning districts. The maximum homesite size for the R-0.4 zoning district (10,000 square feet) is not changing. The maximum homesite size for all other districts is being slightly reduced. The maximum homesite separation (25 feet) is not changing. Currently, the homesite size if effectively created by other dimensional standards such as "building to lot line" or "building to street." This is illustrated by the orange lines on the subdivision aerial view on page 3 – everything within the orange line is the "development area" and can be cleared. Limiting development to a maximum homesite size (in the example it would be 7,500 square feet) would reduce the overall disturbance and development area by over 75 percent (the development area in the example is over 30,000 square feet on each lot).

Particularly in the island's conservation area (R-0.4, R-1, and R-2 zoning districts), the mandatory homesite clustering and maximum homesite area (size) will serve to consolidate the development area within a smaller footprint. Segregating (i.e., not clustering) building sites requires that longer roads and utilities connect them – increasing site disturbance as well as impervious surface area (roads), which, in turn, increases the size of required stormwater facilities. There is also a beneficial fiscal impact for the City when infrastructure footprint is minimized (roads, stormwater), because the City has to own and maintain it in perpetuity.

To support this approach, a number of **new and revised dimensional standards** are proposed. Some existing standards are revised to better reflect home size (e.g., sideyards and distance to exterior boundary line) and some new standards are proposed to support new general standards (e.g., shared garage sideyard). These dimensional standards follow the same format as the existing BIMC 18.12 -- Table 18.12.020-1 Flexlot Subdivision Dimensional Standards for Residential Zone Districts. Draft proposed dimensional standards are attached.

New and revised general standards are also proposed to provide more specificity related to other City standards and plans (e.g., City of Bainbridge Island Design and Construction Standards, Island-Wide Transportation Plan) and/or provide measurable standards that are more quantitative than design guidelines. These include, in part, revised standards for streets and vehicle access, septic systems, and landscaping, and new standards for remote/shared parking, multi-modal access, and fencing. To date, the Planning Commission has discussed general standards but has not reviewed them in depth.

Additional background information regarding applicability of this approach to the R-0.4 zoning district is provided at the end of this memorandum, in the form of questions and answers.

III. Draft Subdivision Design Guidelines

Subdivision design guidelines will be located with the rest of the City's design guidelines, in BIMC Chapter 18.18. Chapter 17.12 will provide a reference to Chapter 18.18 and the design guidelines document, "Design Guidelines for Residential Subdivisions." Existing language from BIMC 18.18:

18.18.030 Specific design regulations and guidelines.
All development shall comply with the design regulations and guidelines applicable to that type of development as set forth in this section and the reference documents, which are adopted as part of this title by reference. In the event of a conflict between two or more design standards or regulations, the more specific shall apply.

Proposed new section in BIMC 18.18.030 to support this structure:

A. Residential Subdivision Development. Residential developed in accordance with BIMC 17 shall comply with those design guidelines contained in "Design Guidelines for Residential Subdivisions."

Proposed new section in BIMC 17.12.040 to support this structure:

The purpose of these design guidelines is to define the qualities of subdivisions that meet the guiding principals, goals, and policies of the City's Comprehensive Plan and to serve as a tool for guiding individual projects to meet those expectations through the city's land use review procedures. The design guidelines offer a forum for the public to participate in discussions about new subdivisions in their neighborhood, and as a means of allowing flexibility in the application of development standards and zoning requirements. An applicant may be granted a departure from the development standards and zoning requirements by demonstrating that an alternative design better meets the intent of the design guidelines.

All residential subdivisions shall comply with the residential subdivision design guidelines, and shall also comply with the standards of BIMC 17.12.040 (General residential subdivision standards) and with the standards of BIMC 17.12.060 (Special requirements for critical and shoreline areas and designated resource lands) as applicable.

Topic	**Design Guideline**
	Words/phrases **in bold** will have a definition in Title 17.
Island Character	**Intent:** Preserve and maintain **Island character.** **Guideline:** Subdivisions should reflect the special character of the island which includes downtown Winslow's small town atmosphere and function, neighborhood centers, historic buildings, extensive forested areas, meadows, farms, marine views and access, and scenic and winding roads supporting all forms of transportation. **Subsequent discussion that this guideline would be too challenging to implement.
Neighborhood Context	**Intent:** To reflect and/or enhance the context provided by existing roadway character and neighboring properties. **Guideline:** Site design should support the purpose of the zoning district in which the development is located, complement the existing character of specific neighborhoods, provide continuity with adjoining properties and, where necessary, provide transition between land uses and protect privacy of residents on adjacent properties.

Topic	Design Guideline
Natural Area	**Intent:** To incorporate forested and/or other natural areas into site design in such a way that ecological and aesthetic integrity, qualities, and values are preserved or restored. **Guideline:** The required natural area shall be treated as a feature intrinsic to the subdivision design in order to maintain existing on- and off-site ecological processes and provide an asset of value to subdivision residents.
Natural Site Conditions	**Intent:** To preserve and integrate existing natural site patterns and features throughout the site. **Guideline:** Site development should be designed to preserve and integrate the natural conditions of the site, including existing topography, native trees and vegetation, drainage patterns, and ecological features based on an inventory and analysis of existing conditions. Homesite and infrastructure placement should complement natural topography and retain native vegetation to the maximum extent feasible.
Historic and Cultural Resources	**Intent:** To preserve important historic and cultural resources. **Guideline:** Site design should maximize opportunities for preserving historic and cultural structures, and retain historic landscape features and connections.
Stormwater	**Intent:** Integrate stormwater facilities in site design with emphasis on infiltration and dispersion practices. **Guideline:** Stormwater facilities shall utilize existing drainage patterns and be designed as a site amenity, where feasible. Low impact development practices shall be used throughout the site to minimize the size of ponds or vaults. Open stormwater facilities (ponds and bioswales) shall provide a natural appearance through layout, design and landscape treatment, including shallow side slopes, curvilinear configuration, and use of native vegetation.
Septic Systems	**Intent:** To minimize impact of septic facilities. **Guideline:** Design and locate sewage facilities to minimize site disturbance and native vegetation removal and utilize shared systems where feasible.
Water Conservation	**Intent:** To protect the Island's finite groundwater resources and adapt to the impacts of a changing climate. **Guideline:** Water conservation measures shall be considered in site design including use of native and drought tolerant vegetation, rainwater capture, and water reuse.
Community Space	**Intent:** To promote a shared sense of community. **Guideline: Community spaces** should function as an integral part of the development and be located adjacent to as many homesites as is feasible.
Cluster Homesites	**Intent:** To promote interaction within the community and facilitate the efficient use of land by reducing disturbed areas, impervious surfaces, utility extensions and roadways. **Guideline:** Homesites shall be located in cluster groupings and, to the extent feasible, the efficient location of infrastructure shall be used to maximize the undeveloped area.
Solar Access	**Intent:** To provide solar access for wellbeing and energy production.

Topic	Design Guideline
	Guideline: Site design, including street, lot, and homesite layout and orientation, should allow for passive and active solar access. Massing of buildings, tree retention, and introduced vegetation should take into account the effects of shade.
Access and Circulation	**Intent:** To provide a practical and pleasant network of multi-modal circulation. **Guideline:** Adequate provisions for pathways and other pedestrian/bicycle amenities connecting various parts of the development, the surrounding road or trail network, and adjacent parcels should be included in site design.
Motor Vehicles	Intent: To minimize the prominence of motor vehicle use and storage. Guideline: Site design and features related to motor vehicle use and storage should be minimized. Site design shall consider shared driveways, minimum road widths, traffic calming measures such as Woonerfs and chicanes, and shared or clustered parking areas or structures.
Homesite Design	**Intent:** To efficiently configure building footprint(s) and allowed uses within a homesite. **Guideline:** Homesite configuration should consider compact and energy-efficient home and site design with massive houses on small lots strongly discouraged.
Diversity in House Design	**Intent:** To provide a range of home sizes and designs to achieve diversity in visual appearance and affordability. **Guideline:** House designs should be varied in size, massing, and frontage character using methods such as varied floor plans, staggered front yard setbacks, building modulation, and changes in exterior materials. Houses should display shared architectural features to establish continuity and harmony.
Facing Public Streets	**Intent:** To reinforce neighborliness of homes along a public street. **Guideline:** Houses along interior public streets should orient the entry toward the street and avoid the use of solid walls and fences. Garages along the front façade should be de-emphasized by recessing vehicular entrances or locating the garage behind or on the side of the house.

IV. Draft Dimensional Standards

Table 17.12.0XX-1 Subdivision Dimensional Standards

[Numbers in brackets indicate additional requirements listed at the end of the table.]

ZONING DISTRICT DIMENSIONAL STANDARD	R-0.4	R-1	R-2	R-2.9	R-3.5	R-4.3	R-5	R-6	R-8	R-14	NC	MUTC
MINIMUM LOT AREA												
Short and Long Subdivision	If the site is not served by a public sewer system, the minimum individual lot area shall be determined by the Kitsap Public Health District in accordance with Section 15 of the Kitsap County Board of Health Ordinance 2008A-01, Amended June 7, 2011, *Onsite Sewage System and General Sewage Sanitation Regulations*, as amended. If the site is served by a public sewer system, there is no minimum lot area. Individual lots may contain portions of natural and community space and access easements.											
Large Lot Subdivision	5 ac or 1/128th of a section, whichever is smaller. Individual lots may contain portions of natural area and community space and access easements.											
MAXIMUM DENSITY (Minimum lot area per dwelling unit) Note: Subdivisions containing irregularly shaped lots and lots containing critical areas may not be permitted to achieve maximum density. Additional regulations on density may apply pursuant to: (a) BIMC 16.20.160.F.5.a, Additional Development Standards for Regulated Uses, Land Divisions and Land Use Permits, Density Calculation												
Short, Long and Large Lot Subdivisions	The maximum number of lots permitted shall be calculated by dividing the total lot area of the property (without deducting areas to be dedicated as public rights-of-way or areas to be encumbered by private road easements) by the minimum lot area for standard lots in the zone district.											
Base Density (minimum lot area)	100,000 sq. ft.	40,000 sq. ft.	20,000 sq. ft. [1]	15,000 sq. ft.	12,500 sq. ft.	10,000 sq. ft.	8,500 sq. ft.	7,260 sq. ft.	5,400 sq. ft.	3,100 sq. ft.	8,500 sq. ft.	See FAR table
Bonus Density pursuant to BIMC 18.12.030.A (minimum lot area)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	3,630 sq. ft.	2,074 sq. ft.	N/A	N/A
NATURAL AREA [x] Note: xxxx												
Minimum percentage of total site	55%	45%	30%	25%	25%	20%	15%	N/A	10%	5%	15%	5%
Minimum width	50 ft.											
COMMUNITY SPACE [x] Note: xxxxx												

ZONING DISTRICT DIMENSIONAL STANDARD	R-0.4	R-1	R-2	R-2.9	R-3.5	R-4.3	R-5	R-6	R-8	R-14	NC	MUTC
Minimum percentage of total site	5%	7.5%	10%	15%						10%	15%	10%
HOMESITE [x] Note: Refer to definition of homesite and standards for homesites.												
Maximum size	10,000 sq. ft.	7,500 sq. ft.	6,500 sq. ft.	5,500 sq. ft.	4,500 sq. ft.	3,500 sq. ft.	3,500 sq. ft.	N/A	3,000 sq. ft.	2,250 sq. ft.	3,500 sq. ft.	2,250 sq. ft.
Maximum separation – homesite	25 ft.											
HOME SIZE												
Maximum size	N/A								1,600 sq. ft.			
MAXIMUM LOT COVERAGE [3]												
Short and Long Subdivision	Same as applied to the entire property that is the subject of the subdivision application, a portion of which shall be assigned to each lot at the time of preliminary plat approval.											
Large Lot Subdivision	10%	15%	20%	N/A	N/A	N/A	N/A	N/A	25%	40%	N/A	N/A
MINIMUM SETBACKS [4] Note: Landscaped areas may serve as setbacks (i.e., setbacks are not in addition to landscaped areas), and some encroachments into setback areas are permitted pursuant to BIMC 18.12.040. Note: Additional setbacks may be required by: (a) Chapter 16.08 or 16.12 BIMC, or (b) Chapter 16.20 BIMC, Critical Areas, or (c) BIMC 16.28.040, mining regulations, or (d) BIMC 18.09.030, Use-specific standards, or (e) BIMC 18.12.030.F, Shoreline Structure Setbacks, or (f) BIMC 18.15.010, landscaping and screening. [x] attached or zero lot line allowed in all districts but R-0.4 if building is 1,600 sf or less [x] ADUs do not need to meet TOTAL building to homesite boundary setback – only minimum setback; must be located within homesite.												
Building to homesite boundary Net building size 1,600 sq. ft. or less Minimum/total **[x]**	5 ft. min., 10 ft. total						3 ft. min., 10 ft. total					

ZONING DISTRICT DIMENSIONAL STANDARD	R-0.4	R-1	R-2	R-2.9	R-3.5	R-4.3	R-5	R-6	R-8	R-14	NC	MUTC
Building to homesite boundary Net building size 1,601 sq. ft. or more Minimum/total	15 ft. min., 50 ft. total	10 ft. min., 25 ft. total	5 ft. min., 20 ft. total		10 ft. min., 20 ft. total	5 ft. min., 20 ft. total	5 ft. min., 15 ft. total	N/A	5 ft. min., 10 ft. total		3 ft. min., 10 ft. total	
Building to exterior plat boundary line Net building size 1,600 sq. ft. or less	25 ft.	15 ft.		10 ft.		5 ft.						
Building to exterior plat boundary line Net building size 1,601 sq. ft. or more	25 ft.					10 ft.					5 ft.	
Building to SR 305 right-of-way	75 ft.	75 ft.	75 ft.	N/A	25 ft.	N/A	N/A	N/A	25 ft.	N/A	25 ft.	25 ft.
Building to arterial and collector rights-of-way	25 ft.	10 ft.										
Building to all other streets	10 ft.					5 ft.						
Building to trail, natural or community space or access easement (except for natural areas that are also roadside or landscape buffers)	10 ft.					5 ft.					10 ft.	5 ft.
Shoreline Jurisdiction	See Table 16.12.030-2, Dimensional Standards Table, and BIMC 18.12.030.F, Shoreline Structure Setbacks. For properties abutting the shoreline, the native vegetation zone required by BIMC 16.12.030 and Table 16.12.030-3 replaces the zoning setbacks along the water.										N/A	
GARAGE DIMENSIONAL STANDARDS Note: xxxxx												
Shared garage to public ROW	0 feet											
Private garage to public ROW	10 feet											
Garage to private access	0 feet											
Shared garage to shared garage	10 feet											
Shared garage maximum length	60 feet											
MAXIMUM BUILDING HEIGHT Note: Bonus may not be available in the shoreline jurisdiction												
Short, Long, and Large Lot Subdivisions	Height requirements for standard lots apply [4]											

[1] The base density for that parcel in the Lynwood Center special planning area designated as R-2 is one unit per 20,000 sq. ft., but may be increased up to 3 units per acre; provided, that a public access easement is granted for that portion of the parcel that lies to the south of Point White Drive along the waters of Rich Passage. The base density of some parcels in the Fort Ward historic overlay district may be increased as shown in BIMC 18.24.070. [3] Educational, governmental, cultural, religious, and health care within residential zone districts must be processed as major conditional use permits pursuant to BIMC 2.16.110.E. [4] Setbacks from rights-of-way may be reduced to maintain neighborhood character by establishing building setbacks equal to or greater than the existing building setbacks on the adjacent properties. Where there are no developed properties adjacent to the property being subdivided, the setbacks in Table 18.12.020-1 shall apply.

V. Additional Background for Creating Conservation Subdivisions in R-0.4 Zoning

1. The Comprehensive Plan's First Guiding Principle Must Guide Subdivision Design

Comprehensive Plan Guiding Principle #1
Preserve the special character of the Island, which includes downtown Winslow's small town atmosphere and function, historic buildings, extensive forested areas, meadows, *farms*, marine views and access, and scenic and winding roads supporting all forms of transportation.

Yes, but there are a number of additional goals and policies that must also guide subdivision design (see end). Current residents, for the most part, expressed strong support for the Comprehensive Plan update, which includes a number of goals and policies related to the development pattern in the residential district inclusive of the R-0.4, 1 and 2 districts. "Cluster development" and "conservation villages" are both provided as tools to achieve the preferred development pattern in the residential district (see definitions at end of comprehensive plan goals and policies).

2. How Will Scenic Views and Scenic and Winding Roads Be Protected?

Rural By Design states that "Conservation design can be used to protect scenic viewsheds along roads where maintaining rural character is a policy goal." Pg. 312. How will that be accomplished through our subdivision site plan guidelines and standards? Requiring that subdivisions in R-0.4 located homes in close proximity to proposed or existing roads will result in multiple homes being built along the roadways. This can wall off the natural area views, thereby changing the rural character of the R-0.4 areas of the island

It is unclear where the notion that clustering is required to be close to existing roads came from. That has never been proposed, and the ARPA specifically includes a provision that allows driveways to go *through* the ARPA in order to access the area of a site most suitable for development.

Additionally, it is not anticipated that the existing requirement for roadway buffers will be eliminated or decreased. Subdivisions in R-0.4 will not be required to be located in close proximity to existing "frontage" roads. Homes within subdivisions will be required to be located close to the interior road to minimize impervious surface area and tree removal. "Scenic viewsheds" do not include interior subdivision roads.

3. How Would Mandatory Conservation Design Requirements Be Satisfied In Light Of Mandatory ARPA and Other CAO Requirements?

Conservation subdivision design is intended to protect natural resources. How will these design guidelines be integrated into our mandatory ARPA and other CAO provisions, and which guidelines and standards will control when there is a conflict?

As with the current (existing) subdivision standards, conservation subdivisions would require that all provisions of the CAO are met. See BIMC 17.12.060:

> **A. Critical Areas.**
> **1. Any portion of a short or long subdivision, large lot subdivision, nonresidential or multifamily subdivision that contains a critical area as defined in Chapter 16.20 BIMC must conform to all requirements of that chapter.**

2. Any portion of a short or long subdivision, large lot subdivision, or a nonresidential or multifamily subdivision shall comply with the fencing and signage requirements of BIMC 17.12.030.A.8.a or B.2.g, as applicable.

As with the current (existing) subdivision standards, natural space/area (conservation area) will be prioritized. See existing BIMC 17.12.030:

3. Prioritization of Valued Open Space. The relative desirability of different types of open space is ranked in Table 17.12.030-2, and proposed open space subdivisions shall design open spaces to include areas with higher priority rankings if possible. If a subdivision site contains a particularly exceptional or rare open space feature that is lower in priority, the applicant and/or city may choose to preserve that feature over those higher in the table. Where valued open space features are present and some portion of those features is adjacent to the same or other listed valued features in Table 17.12.030-2, the protected open space should be designed to include those areas contiguous to valued open space features on adjacent properties.

Table 17.12.030-2: Valued Open Space Features for Open Space Short and Long Subdivisions

Priority	Open Space Feature	Notes
1.	Critical Areas (as defined in Chapter 16.20 BIMC), Areas Contiguous with Critical Areas and Their Buffers	All critical areas and their associated buffers shall be preserved. [The ARPA would be added here.]
2.	Native Forests and Significant Trees	Significant trees identified consistent with the standards of the landscaping ordinance (BIMC 18.15.010) should be preserved. [This would be revised or deleted because it is included in the ARPA.]
3.	Trails and Greenways	Trails and greenways should be preserved.
4.	Pastures, Meadows, Orchards, and Farmland	Pastures, farmland and land areas currently or traditionally used in agriculture should be preserved. Where possible, the size and configuration of pasture and farmland areas should permit commercially viable farming.
5.	Shoreline View Areas	Shoreline areas identified consistent with the provisions of the shoreline management plan (Chapter 16.12 BIMC) that are suitable for public access and habitat area should be considered.
6.	Mature Vegetation on Ridgelines	Mature vegetation found on ridgelines of community significance (as viewed from off site) should be preserved. [This would be revised or deleted because it is included in the ARPA.]
7.	Wildlife Corridors	Designated wildlife corridors as adopted by Resolution No. 2001-12 should be preserved.

The Planning Commission's recommendation for required natural space in the "ARPA zones" is below the maximum ARPA requirement (R-0.4, 55%; R-2, 45%; R-1; 30%). There are at least two potential scenarios: 1) The required ARPA area is more than the required natural space area and 2) the required natural space area is less than the required ARPA area. In scenario 1, the ARPA would govern, because all subdivisions must comply with the CAO. In scenario 2, the natural area would be the ARPA + whatever priority open space features are present on the site. It should be noted that using the existing subdivision standards, some subdivisions end up with more than the required open space due to the presence of critical areas and their buffers. This would not change.

4. Why are we proposing to make conservation subdivision design mandatory in R-0.4? What does it accomplish in light of our mandatory ARPA and CAO requirements?

Rural by Design acknowledges that some jurisdictions mandate conservation design, at least in some districts, but that such an approach can be politically difficult to adopt. One option the author proposes is to make conservation design permitted as a matter or right but require conventional design to obtain a conditional use permit. This seems cumbersome and unnecessary when we already have mandatory ARPA requirements that will accomplish much of what conservation design is intended to do in the rural areas – conserve the most valuable natural space. A second option is described as allowing full density only in conservation design districts, and restricting conventional design to half that number of house lots. This seems very controversial with little gain in light of our ARPA and CAO requirements.

Recent legislative history does not indicate that the City Council is shying away from adopting regulations that are politically difficult. We are currently in the middle of a development moratorium, they passed an emergency landmark tree ordinance, and passed the critical areas ordinance, which includes several politically difficult provisions. That aside, it has never been suggested that the conservation subdivision approach would include downzoning – allowing fewer lots than the underlying density.

The ARPA preserves native vegetation to maximize groundwater recharge. Subdivision development has impacts beyond vegetation removal – soil compaction and removal, or eliminating upper soil layers, shallow depressions, and natural drainage patterns. All of this can and does occur outside of preserved open space and, the bigger that area gets, the bigger the adverse impact. Clustering reduces the overall impervious surface area because developed lots are sited relatively close together which minimizes the length of streets and sidewalks to connect them, as well as utility infrastructure. Clustering limits the size of the area of disturbance, reducing impacts.

Segregating (i.e., not clustering) building sites requires that longer roads and utilities connect them – this increases site disturbance as well as impervious surface area (roads), which, in turn, increases the size of required stormwater facilities. It is important to consider all of the site features of a subdivision – including roads, stormwater, septic – when thinking about site layout. We want to minimize all of these. There is also a beneficial fiscal impact for the City when infrastructure footprint is minimized (roads, stormwater), because the City has to own and maintain it in perpetuity.

There is also the potential that a site may have little natural space (for example, 30% in the R-2 zone, as currently proposed by the Planning Commission) or that an applicant may elect to use the recharge module and would effectively have no ARPA – in these cases, clustering becomes even more important.

In other parts of the country where conservation subdivisions are optional, a very small percentage of subdivisions end up being conservation subdivisions. By making them mandatory, the City can ensure that progress toward achieving the development pattern envisioned in the Comprehensive Plan is more certain, and not based on voluntary action. In other communities where cluster (conservation) subdivisions are optional, it is generally because some sort of incentive is offered (e.g., increased density, approval by right, etc.). The City, to date, is not contemplating offering incentives in exchange for clustering. An improved TDR program or inclusionary zoning program may or may not change that. If there is no incentive, would people choose it? If they didn't choose it, would we maximize the opportunity to "limit clearing, soil disturbance, promote low impact development and reconcile development and conservation" as articulated in the Comprehensive Plan for the R-0.4 zoning district?

5. Why are we requiring community space in the R-0.4 zoning areas?

It is unclear to me why we would mandate community space in a low density area where many, if not most, of the subdivisions are likely to be short plats of 4 homes or less. If the goal of conservation design is to preserve the highest amount of natural area, mandating some of that as community space seems to be inconsistent. And if community space is required, it should be in an open area located within natural space, to preserve as much natural space as possible. Perhaps one option would be to mandate community space in subdivisions of 10 homes or more.

There are other goals of the subdivision update than just preserving the highest amount of natural area. The Comprehensive Plan includes a number of goals and policies that speak to housing diversity and creating livable neighborhoods:

Policy HO 3.1
Encourage innovative zoning regulations that increase the variety of housing types and choices suitable to a range of household sizes and incomes in a way that is compatible with the character of existing neighborhoods. Examples of innovative approaches are cottage housing development, conservation villages, stacked or common-wall housing, tiny houses and accessory dwelling units.

Policy HO 3.6
Develop standards to encourage development of small to mid-size single-family housing units. These provisions may include a framework to permit small-unit housing development such as tiny houses, micro units and cottage housing.

GOAL HO-6
Facilitate the provision of a diverse affordable housing stock in all geographic areas of the community.

Policy HO 6.7
Support the development of livable neighborhoods.

Livable Neighborhood: Livable neighborhoods are places that are affordable to diverse populations with a mix of housing types. They are designed with pedestrians and non-motorized transportation in mind, where children can play safely outdoors, and where public spaces exist for recreation and for neighbors to gather and socialize.

Cluster Development: A development design technique that concentrates buildings in specific areas on a site to allow the remaining land to be used for recreation, common open space, and preservation of environmentally sensitive areas. Cluster development allows the reduction of lot sizes below the zoning ordinance's minimum requirements if the remaining land is preserved as permanent open space.

6. How Will Drainfield Location Be Selected To Ensure They Are Located on the Most Suitable Soils?

Rural by Design describes one of the advantages of a conservation subdivision as using the most permeable and suitable soils on a site for drainfields, either on individual lots or grouped in a common area. This technique avoids compaction of other soils on the site and enhancing stormwater infiltration and groundwater recharge. How will this be accomplished in our proposed subdivision standards and other mandatory requirements, such as ARPA/CAO?

A site analysis is required as part of the conceptual proposal meeting. The analysis will indicate where suitable soils are for drainfields. There are many options for on-site septic facilities which take more or less space or result in more or less site disturbance – some of these options are allowed within the ARPA. The site analysis should dictate where all site development occurs, including drainfields.

7. Does Mandatory Conservation Design Reduce Flexibility To Work With Natural Features of the Land?

By requiring adoption of conservation design and restricting the location of homes, flexibility to work around natural features of the land – significant trees, wetlands, geotechnically hazardous areas, wildlife corridors, natural vegetation, etc. – seems to be reduced or potentially eliminated.

For example, 4 homes could be built in a subdivision on a 10-acre parcel in the R-.04 zone. If they must be clustered together, there has to be a suitable building site that excludes all of the above natural features, is not included in an ARPA, does not include critical areas or trees that are required to be retained, and is close to an existing or proposed road. Those are a lot of criteria to meet, and the natural areas on that parcel of land may dictate that the homes be placed in different areas on the land to protect the existing natural areas.

Mandatory conservation design that adopts "clustering" reduces or eliminates the flexibility to place the homes where protection of the natural areas suggests they should be built. It also could require that an existing home on a parcel to be subdivided would be have to be "clustered" with any additional homes, even if the existing home is not located in an ideal place for such clustering. This is particularly important because most subdivisions in the R-0.4 zoning will be short subdivisions or 4 or fewer homes, with many occurring on land that already has a home on it.

This example assumes that all natural areas must be preserved. This is not true, there does not have to be a building area that is outside of all natural areas. [The development area must be outside of all critical areas. The number of allowed lots may be reduced if there is not enough room outside of critical areas. This is not a change, this is a current requirement.] Only that portion of the site that is required to be preserved must be preserved (either 65% per ARPA or 55% per the Planning Commission's current recommendation for required natural area). As such, there will most likely be natural area/features that are not preserved. The point of the 4-step design process is that you delineate the natural areas first and, using the site analysis, preserve the most important natural features.

The location of any existing home will not necessarily dictate the location of additional homes. Other jurisdictions include a specific provision that this would not be a requirement (that new homes would need to be clustered around an existing home). The City's existing flexlot cluster option already includes this standard: The location of homesite cluster groups is not required to be located near any existing home on the property.

The subdivision potential in the R-04 zone does include largely 4-lot subdivisions; however, no analysis has been done to determine how many of these lots already have an existing home.

Existing Number of Parcels	Unit Potential/ Lot Through Subdivision
R-0.4	
2	20+ lots
2	15-20 lots
1	10-14 lots
25	5-9 lots
46	4 lots

8. Conservation Design Could Produce Development Not Anticipated By Current Residents in R-0.4 Zoning

Current residents in the R-0.4 zone do not anticipate that multiple homes could be built on adjacent lots, based on the City's zoning code and the Comprehensive Plan, which seeks to preserve the open, pastoral nature of the R-0.4 areas on the island. Currently, existing residents can anticipate one home will be built on each 2.5-acre lot. On a 10-acre lot, leaving 7.5 acres in open space and building 4 homes on a single 2.5-acre lot does not mitigate the impact to neighboring residents of those 4 homes on 2.5 acres, particularly if those 4 homes are located on an adjoining lot line. This is particularly of concern because most subdivisions in R-0.4 are likely to be short subdivisions, and the location of any existing home could dictate the location of additional homes if conservation design is mandatory.

Existing residents cannot realistically anticipate that one home will be built on each 2.5-acre lot because the City's current subdivision regulations rarely result in one home being built on a 2.5-acre lot due to the flex lot design standards:

Hidden Cove Estates – No 2.5 acre lots; only one over 2 acres
Sunny Hill (off Fort Ward Hill Road) – One over 2.5 acre; average 1.95 acre
Bristle Ridge – No 2.5 acre lots; none over 2 acres
Yankee Girl – No 2.5 acre lots; none over 1 acre
Quitslund – No 2.5 acre lots; largest lot 1.1 acre

The location of any existing home will not necessarily dictate the location of additional homes. Other jurisdictions include a specific provision that this would not be a requirement (that new homes would need to be clustered around an existing home). The City's existing flexlot cluster option already includes this standard: The location of homesite cluster groups is not required to be located near any existing home on the property.

Perimeter buffers are required for the City's existing cluster subdivision option. The Planning Commission has discussed increasing these buffers, which would mitigate any impact to neighboring residents. The entire subdivision update cannot be designed on the assumption that some share of existing residences in the R-0.4 zone are sitting on the property line they may someday share with a

subdivision and that no buffer would be required. Further, those existing homes should be outside of the required yard setback on their property (rear or side – 25 or 15 feet, respectively).

Additionally, the Planning Commission has discussed a design guideline that addresses neighborhood context, including adjacent residences:

Intent: To reflect and/or enhance the context provided by existing roadway character and neighboring properties.

Guideline: Site design should support the purpose of the zoning district in which the development is located, complement the existing character of specific neighborhoods, provide continuity with adjoining properties and, where necessary, provide transition between land uses and protect privacy of residents on adjacent properties.

9. Perpetual Management Of Mandatory Large Open Space Areas Must Be Addressed.

As acknowledged *in Rural by Design*, open space in conservation subdivisions must be owned and maintained in perpetuity by an entity, such as a homeowners association, or deeding the open space to the City or Parks to manage, where it presumably would become public open space. This requires time and money, and it should be addressed in the Site Plan Design Guidelines and Subdivision Standards. This issue also goes directly to the question of lot lines and tax parcels – what would homeowners in a conservation subdivision in the R-0.4 zone actually own and be legally and financially responsible for?

This is not a new issue. The City's current open space subdivision option includes required open space that must be owned and maintained in perpetuity by an entity. This is prescribed in the current subdivision standards. Open space can be owned by one person, and HOA, or another entity. An open space management plan, and full set of covenants, conditions, and restrictions (CC&Rs) – outlining ownership, easements, and maintenance – are required to be submitted at the preliminary plat phase. Maintenance and CC&R references are required to be shown on the face of the plat. This would not change and could be revised to addressed any specific issues of concern.

Land Use Element

Policy LU 1.2
Outside of Winslow and the Designated Centers, the Island has a rural appearance with forested areas, meadows, farms and winding, narrow, heavily vegetated roadways. These characteristics represent an important part of the Island's special character that is so highly valued by its residents.

As important as preserving Island character is to its residents, of equal importance is the protection of the Island's environmentally sensitive areas. These outlying areas contain much of the Island's sensitive areas – the major recharge areas for the Island's aquifers, wetlands and streams that serve a variety of important functions. Much of the area serves as fish and wildlife habitat. There is strong public support to encourage a pattern of development that preserves and protects this portion of the Island.

GOAL LU-4
As part of a long-term Island-wide Conservation and Development Strategy, focus residential and commercial development in designated centers, increase a network of conservation lands, maximize public access while protecting the shoreline, minimize impacts from the SR 305 corridor and conserve the Island's ecosystems and the green and open character of its landscape.

Policy LU 4.1
Focus development and redevelopment on the Island over the next fifty years in designated centers that have or will have urban levels of services and infrastructure while increasing conservation, protection and restoration on the Island, including shorelines, especially where there is interaction between the fresh and saltwater environments.

Policy LU 4.10
Lands shown on Fig. LU-3 as "Conservation Areas" are appropriate for residential, recreational, agricultural, habitat and open space uses. The City will use a variety of conservation tools, including public acquisition of certain properties, regulatory protection of critical areas and innovative tools such as aquifer conservation zoning and conservation villages to minimize the development footprint within these Conservation Areas.

Policy LU 4.11
To the greatest degree practical, prohibit clearcutting and grading of the natural landscape.

GOAL LU-5
Focus Urban Development in Designated Centers
The Plan focuses residential, commercial, and industrial growth in Winslow and other designated centers with urban services such as the Neighborhood Centers, and the industrial centers at Day Road, and Sportsman Triangle. Collectively, Winslow, the Neighborhood Centers, and the two industrial centers constitute Bainbridge Island's designated centers.

This is a change from the 1994 and 2004 Plans both of which specified a numeric growth strategy as follows: accommodate 50% of the population growth in Winslow through the year 2012 and accommodate 5% of population growth in the Neighborhood Centers. The balance of the growth was to be absorbed throughout the remainder of the Island.

Policy LU 5.1
Winslow is the urban core of the Island while the Neighborhood Centers are smaller-scale mixed-use centers. In order to achieve the goals of the GMA this Plan:

- Encourages development in areas where public facilities and services exist or can be provided in an efficient and effective manner.
- Provides a vibrant, pedestrian-oriented core.
- Reduces sprawl.
- Provides choice of housing location and lifestyle.
- Maintains and protects environmentally sensitive and resource lands.
- Encourages the retention of open space.
- Maintains and enhances fish and wildlife habitat.

GOAL LU-6
Ensure a development pattern that is true to the Vision for Bainbridge Island by reducing the conversion of undeveloped land into sprawling development. Encourage improvement of aging or underutilized developments over development of previously undeveloped property.

Policy LU 6.1
Land use designations reflect the priority of Bainbridge Island to remain primarily residential and agricultural with nonresidential development concentrated in the designated centers.

Policy LU 6.5
Process applications for development approval on Bainbridge Island within the timelines established in the City's land development regulations in order to ensure affordability, fairness, citizen notification and predictability in the land development process.

Policy LU 6.8
Review and specify the authority and the role of the Design Review Board, Hearing Examiner, Planning Commission and City Council in the land use development review and decision-making process. Land use actions can be ministerial, quasi-judicial and legislative in nature. As part of this review, consider a role for the Planning Commission and/or Design Review Board in reviewing preliminary long subdivisions.

GOAL LU-12
Conserve ecosystems and the Island's green, natural, open character.

Policy LU 12.1
Preserve the conservation area outside designated centers through a land use pattern which will enhance the character of the area – forested areas, meadows, farms, scenic and winding roads that support all forms of transportation – and the valuable functions the conservation area serves on the Island (i.e., aquifer recharge, fish and wildlife habitat, recreation).

Policy LU 12.2
Protect open space, critical areas and agricultural uses through public and private initiatives such as open space tax incentives, conservation villages, PUDs, transfer and purchase of development rights, public land acquisition, greenways, conservation easements, landowner compacts or limiting the amount of lot coverage.

Policy LU 12.3
Encourage the aggregation of nonconforming lots of record and undeveloped subdivisions and short plats in order to achieve a development pattern that is consistent with goals of the Plan to preserve open space, provide greenways through the Island, protect environmentally sensitive areas and protect water resources.

Policy LU 12.6
Work with Kitsap Public Health District to allow innovative solutions for on-site sewage treatment including community septic and grey water systems.

Policy LU 12.7
Consider allowing a density bonus in exchange for dedicating a portion of property into conservation as open space, farmland or public access. Priority should be given to conserving these lands near more densely developed areas.

Develop context-sensitive regulations for residential development in areas designated R-2, R-1 or R-0.4, in order to limit clearing, soil disturbance, promote low impact development and reconcile development and conservation.

Policy LU 14.1
The Residential District area is designated for less intensive residential development and a variety of agricultural and forestry uses.

Policy LU 14.2
Encourage residential development that is compatible with the preservation of open space, forestry, agricultural activities, and natural systems. Accessory farm buildings and uses are allowable.

Policy LU 14.3
Maintain the natural and scenic qualities of the Island by limiting residential density.

Housing Element

GOAL HO-1
Make steady progress toward the following aspirational targets for increasing the diversity of housing types and the supply of affordable housing.

GOAL HO-3
Promote and maintain a variety of housing types to meet the needs of present and future Bainbridge Island residents at all economic segments in a way that is compatible with the character of the Island and encourages more socio-economic diversity. Partner with community non-profit organizations and local and regional private and public entities in carrying out the followingpolicies.

Policy HO 3.1
Encourage innovative zoning regulations that increase the variety of housing types and choices suitable to a range of household sizes and incomes in a way that is compatible with the character of existing neighborhoods. Examples of innovative approaches are cottage housing development, conservation villages, stacked or common-wall housing, tiny houses and accessory dwelling units.

Policy HO 3.6
Develop standards to encourage development of small to mid-size single-family housing units. These provisions may include a framework to permit small-unit housing development such as tiny houses, micro units and cottage housing.

GOAL HO-6
Facilitate the provision of a diverse affordable housing stock in all geographic areas of the community.

Policy HO 6.6
Consider the merits of programs and regulations pioneered by other communities to discourage the land, energy and natural resource consumptive pattern of large single-family homes. Adopt amendments to City programs and development regulations as appropriate.

Policy HO 6.7
Support the development of livable neighborhoods.

Environmental Element

Goal EN-4
Encourage sustainable development that maintains diversity of healthy, functioning ecosystems that are essential for maintaining our quality of life and economic viability into the future.

Policy EN 4.1
Employ conservation design methods and principles such as low impact development techniques for managing storm and waste water, green building materials, high-efficiency heating and lighting systems.

Policy EN 5.3
The protection and enhancement of mature trees, and fish and wildlife habitat are important criteria used when evaluating the preservation of open space as part of development techniques such as clustering, flexible lot design subdivisions and transfer of development rights (TDRs).

Policy EN 15.3
Where land that had historically been used for agriculture is being subdivided for residential development, a portion should be reserved for agricultural use or community gardens. Existing traditional agricultural lands should be included in the open space of clustered development.

Policy EN 18.2
When acreage classified as timberlands or forest land is being converted to residential or agricultural use promote protection of the most valuable trees and forested area and compact development to limit the extent of clearing and soil disturbance.

Policy EN 19.3
In pre-application conferences and as part of the review of development applications, encourage property owners to maximize the preservation of trees and to maintain and enhance the cohesive quality of tree groves through appropriate site design and construction methods as well as open space dedication of areas that contain these resources.

Incentives such as a building height bonus could be used to encourage tree preservation greater than the preservation required by code during site design. Update Guidelines for Commercial and Mixed Use

Projects including Guidelines for Lynwood Center, Island Center and Rolling Bay to incorporate tree preservation practices and policies.

Glossary

Cluster Development: A development design technique that concentrates buildings in specific areas on a site to allow the remaining land to be used for recreation, common open space, and preservation of environmentally sensitive areas. Cluster development allows the reduction of lot sizes below the zoning ordinance's minimum requirements if the remaining land is preserved as permanent open space.

Conservation Villages: A development form that concentrates housing on a relatively small portion of the total site, with the larger portion of the site left untouched as dedicated conservation easement. The housing may take the form of common wall structures and/or detached units placed close by one another, situated to minimize the cost of running roads and serving utilities and maximizing the retention of scenic views, open space, natural contours, and vegetation. The techniques used to concentrate buildings may include reduction in lot sizes, building setback and/or bulk requirements. An increase in density may be considered only if appropriate limitations are placed on building footprint, bulk, shape, location, orientation, or other site or building design details.

Context Sensitive Design: Site, landscaping, architectural, or engineering design that is compatible with a development's setting, the contours of the land and natural systems on-site and immediately off-site, and that is compatible with the character, location and configuration of improvements and uses on adjacent properties.

Cottage Housing: A grouping of small, single family dwelling units clustered around a common area and developed with a coherent plan for the entire site. Cottage units typically have a shared common area and coordinated design and may allow densities that are somewhat higher than typical in single-family neighborhoods. Cottage housing offers a degree of privacy and some of the benefits of single-family housing combined with the lower cost and maintenance of attached housing. The clustered arrangement can contribute to a sense of community.

Island Character: For purposes of the Bainbridge Island Comprehensive Plan the term is used to describe the special character of the Island - winding, narrow and vegetated roadways and forested areas, meadows, farms, and which contain much of the Island's wetlands and streams, aquifer recharge areas and fish and wildlife habitat.

Livable Neighborhood: Livable neighborhoods are places that are affordable to diverse populations with a mix of housing types. They are designed with pedestrians and non-motorized transportation in mind, where children can play safely outdoors, and where public spaces exist for recreation and for neighbors to gather and socialize.

CITY OF BAINBRIDGE ISLAND

Department of Planning and Community Development

Memorandum

Date: March 19, 2019

To: City Council

From: Christy Carr, AICP
Senior Planner

Subject: Ordinance 2019-03: Subdivision Update – Planning Commission Recommendation

At their February 28, 2019 meeting, the Planning Commission made a recommendation to the City Council on Ordinance 2019-03 (Attachment A). Their motions to transmit this recommendation to the City Council are provided as part of the draft minutes of the February 28, 2019 Planning Commission meeting (Attachment B). The ordinance includes proposed revisions to several sections within Title 17 and 18 of the Bainbridge Island Municipal Code (BIMC), in sum referred to as the "subdivision update."

This memorandum provides a "road map" to the ordinance itself, an overview of the conceptual approach, a note on cluster development, a summary of procedural history and public comment, a summary of key changes, and staff input on the Planning Commission's recommendation including comments addressing both housekeeping items and policy questions for the City Council's consideration.

Ordinance 2019-03 – A Road Map

The City's subdivision regulations are generally found in BIMC Title 17 (Subdivisions and Boundary Line Adjustments). Subdivision development is also required to be consistent with applicable substantive standards in BIMC Title 18 (Zoning). As such, Ordinance 2019-03 includes proposed revisions to each of these sections. For the most part, the ordinance deletes regulations related to subdivisions from Title 18 and integrates them into Title 17. Proposed revisions are presented in four parts:

Ordinance 2019-03:	The ordinance itself includes changes in the following sections: • BIMC 17.04 and 17.08 – Purpose statement and administration • BIMC 18.12 – Subdivision dimensional standards table deleted (relocated to BIMC 17.12) • BIMC 18.15 – Landscaping and parking requirements related to subdivisions deleted (relocated to BIMC 17.12)
Ordinance 2019-03 – Exhibit A:	The ordinance proposes to repeal and replace Section 17.12. Exhibit A is the new Section 17.12. The majority of the proposed changes are in this section.

Ordinance 2019-03 – Exhibit B:	Exhibit B includes revisions to BIMC 17.28, Definitions (related only to subdivisions).
Ordinance 2019-03 – Exhibit C:	New residential subdivision design guidelines are proposed. The City's existing design guidelines are located in BIMC 18.18. Exhibit C is the proposed subdivision design guidelines, that will be codified in BIMC 18.18.

Note: For purposes of compliance with RCW Title 58 (Boundaries and Plats) or its successors, the Bainbridge Island subdivision regulations consist of Title 17, as well as applicable substantive standards in BIMC Titles 15 (Buildings and Construction), 16 (Environment), and 18 (Zoning), applicable procedures set forth in BIMC Title 2 (Administration and Personnel), and related local regulations or ordinances adopted in accordance with state law. Subdivisions must also comply with RCW Title 58.

As a reminder, the subdivision update includes three components:

1. New review procedures including early conceptual meetings and a review and recommendation role for both the Design Review Board and Planning Commission;

Ordinance 2018-20 (complete)

2. New design guidelines focusing on site planning to promote compatibility with site and neighborhood; and
3. Revised standards

Ordinance 2019-03

Overview of Conceptual Approach

A concern expressed by the community is that recent subdivision development across the island has been inconsistent with the City's 2017 Comprehensive Plan, particularly Guiding Principal #1, "*Preserve the special character of the Island -- winding, narrow and vegetated roadways and forested areas, meadows, farms, containing much of the Island's wetlands and streams, aquifer recharge areas and fish and wildlife habitat."* Members of the City Council and community have expressed general concerns regarding the adverse impacts of development, including subdivisions, under the City's current development regulations due to threatened harm to the island's fresh water aquifers; the loss of trees, forests, native vegetation and soils and their ecosystem services; and the serious challenge of promoting affordable housing. The broad concern is that the City's existing subdivision regulations allow for indiscriminate clearing and grading followed by development of subdivisions wholly out of context with existing roadside and neighborhood character.

The new approach borrows key concepts from "conservation subdivisions." This type of "conservation design" differs from "conventional design" by first protecting the important natural features of a site and then placing homesites on the remaining area instead of dispersing the development area throughout the site without regard to the site's existing physical landscape. Typical subdivision development seeks to maximize the size of the lots and generally disregards the natural areas on site. An alternative approach is to encourage cluster development, which results in the same number of lots but clusters the development onto a smaller, buildable portion of the site. This approach to subdivision design is tailored to the characteristics of each site through a four-step design process completed early in the review phase. In general, the new approach combines the City's two existing subdivision design options – the "open space option" and the "cluster option" – into a single set of standards. Subdivisions will include both the dedication of open space (renamed natural area) and clustering of homesites.

The new approach achieves several key goals and policies of the Comprehensive Plan:

- Discourages the land, energy, and natural resource consumptive pattern of large single-family homes
- Results in context-sensitive development

- Minimizes the development footprint and promotes low impact development
- Promotes development of a variety of housing types

A Note on Cluster Development

The City's existing subdivision standards include two design options: the open space option and the cluster option. Current BIMC provisions related to cluster development in existing subdivision standards include:

BIMC 17.28 defines cluster development as, "a group of adjoining homesite areas situated in a suitable area of a property, designed in such a manner that facilitates the efficient use of land by reducing disturbed areas, impervious surfaces, utility extensions and roadways, while providing for the protection of valued open space features."

BIMC 17.12 includes the following standards:

- Homesite Clustering. The purpose of clustering is to facilitate the efficient use of land by reducing disturbed areas, impervious surfaces, utility extensions and roadways. Homesites shall be located in cluster groupings and the efficient location of infrastructure shall be used to maximize the undeveloped area. Four or more homesites shall constitute a cluster grouping in a long subdivision, and two or more homesites shall constitute a cluster grouping in a short subdivision.
- All homesites in a cluster grouping shall adjoin or be located a maximum of 25 feet apart from another homesite.
- In the R-0.4 and R-1 zoning districts, a homesite area with a maximum area of 10,000 square feet shall be provided for each lot. In the R-2 zoning district, a homesite area with a maximum area of 7,500 square feet shall be provided for each lot.

A key change proposed in the subdivision update is that there will no longer be an "open space" or "cluster" option – all residential subdivisions will follow the same set of standards. The new, single standard will essentially merge the two options, and include both the designation of open space (renamed "natural area") and cluster development.

The public hearing draft of Ordinance 2019-03 included maximum homesite size (varying by zoning district) and, for subdivisions resulting in four or more lots, a requirement for homesite clustering. Homesite clustering would be achieved by a required dimensional standard for how far apart homesites and homesite cluster groupings can be located. To provide flexibility or alleviate any undue hardship due to specific site conditions, an administrative departure could be requested. If the applicant demonstrates that a subdivision layout without clustering is a better design solution, then clustering would not be required.

The Planning Commission's recommendation of Ordinance 2019-03 includes a maximum homesite size but makes clustering the "preferred design model" rather than a requirement and deletes the required dimensional standards for how far apart homesites and homesite cluster groupings can be located. The Planning Commission's recommendation relies on the required four-step design process to allow the characteristics of the land to determine the most suitable location of homesites and allows for administrative departures from certain standards, if it is found that the departure achieves a better outcome.

In considering cluster development, it may be useful to think about at what scale it is required, and what it is that is being clustered. It is also important to keep in mind the objectives of cluster development,

which are – in brief – minimizing site disturbance and the development footprint and protecting valued natural resource features. In the R-0.4 zoning district, for example, the natural area requirement is 55 percent of the site and can be up to 65 percent if that higher number is the required aquifer recharge protection area. If the natural area is between 55-65 percent of the site, then the development area will effectively be "clustered" in 35-45 percent of the site. This scale of cluster development may achieve its objectives. A finer scale of cluster development could be achieved by clustering homesites and homesite groupings *within* the development area, although such clustering may not be necessary to achieve the objectives.

The approach that best meets the objective of clustering – at the site scale, clustering "natural area" and "development area," or at the homesite scale, clustering homesites and homesite groupings within the development area – should be based on the size and characteristics of the site and will likely differ depending on the zoning district, since the required natural area decreases outside of the R-0.4 zoning district. Regardless of what standard is decided on and whether it is required or preferred, the selected approach should provide for a high level of certainty to achieve the goals of cluster development and the related goals and policies in the Comprehensive Plan.

Procedural History and Public Comment

The Planning Commission began discussion of the subdivision update in March 2018, and held 20 study sessions related to review procedures, decision-making authority, subdivision design guidelines, and subdivision standards between March 2018 – February 2019. The Design Review Board discussed the subdivision update at 11 meetings between April – October 2018. In total, 31 properly noticed public meetings were held regarding the subdivision update. The Planning Commission held a public hearing on February 13, 2019 which was continued to February 28, 2019. In between the two dates of the public hearing, a subcommittee of Planning Commissioners made changes to the public hearing draft, which were made available to the public via an amended Planning Commission agenda on February 26, 2019. The public hearing draft showing the subcommittee's comments is provided in Attachment C. The subcommittee's amended version of the public hearing draft, with the addition of several revisions made at the February 28, 2019, Planning Commission meeting, is the Planning Commission's recommended draft.

Two public comments were provided at each of the public hearings (a total of four comments from three different people). Minutes from the public hearings, including public comments, are provided in Attachment B.

Primary concerns expressed in public comment focused on the R-0.4, R-1, and R-2 zoning districts and related to concerns about a potential loss of privacy, inconsistency with the island's rural character, and included comments that clustering is "theft" or a "taking of property."

Summary of Key Changes

Changes are proposed for each of the three major components outlined above: review procedures, design guidelines, and standards. New review procedures were approved with the adoption of Ordinance 2018-20. A new set of design guidelines was created for residential development within subdivisions. *These design guidelines do not apply to residential development outside of subdivisions*. The focus of the design guidelines is to generate context-sensitive subdivision development at the site, neighborhood, and island scale. Proposed design guidelines are provided in Ordinance 2019-03 – Exhibit C (Attachment A).

Four-Step Design Process: The four-step design process is required during the pre-application phase and is based on a detailed site analysis and context map. The four steps are: (1) delineate natural space, (2) locate homesites and community space, (3) define access, and (4) draw lot lines. The intent of the process is to allow the characteristics of the land to prioritize natural resource areas to be preserved and determine the most suitable location of homesites.

Administrative Departures: This is a new procedure through which an applicant could request a departure from, or alternative to, one or more standards to allow flexibility and site-specificity for subdivision design. It is not intended to be a separate process, such as a variance.

Natural Area Requirement: The existing "open space" requirement is renamed "natural area." The new subdivision regulations require a percentage of the overall site to be designated as "natural area." Natural area means the undeveloped portion of a subdivision that contains natural resource features such as critical areas, significant tree stands, forested areas, native vegetation, and/or designated wildlife corridors, that is preserved in perpetuity. The natural area requirement ranges from 5% of the site in the Mixed Use Town Center district to 55% of the site in the R-0.4 district. The natural area requirement in the R-1 and R-2 zoning districts is 45% and 30%, respectively. There are a number of allowed uses within the natural area. The proposed regulations include a list of 11 expressly allowed uses within the natural area, including utilities, trails, and small structures. The natural area can be on privately owned lots or within a common tract owned by a homeowners' association or third party.

Community Space Requirement: This new requirement is intended to implement the Comprehensive Plan's concept of livable neighborhoods, "… designed with pedestrians and non-motorized transportation in mind, where children can play safely outdoors, and where public spaces exist for recreation and for neighbors to gather and socialize." Like natural areas, a percentage of the total site area is required to be designated as community space with requirements ranging from 5 to 15 percent of the site. Community space is not required for short subdivisions (4 or fewer lots) and applicants have the option of adding the community space requirement in the R-0.4 zoning district (5%) to the natural area.

Homesite Requirement: The existing subdivision regulations have a homesite requirement only for the "cluster option" subdivision design. The subdivision update includes a homesite requirement in all subdivisions. The homesite is defined as that portion of a lot depicted on the face of a plat that is intended for development of the primary residential dwelling and accessory buildings and necessary infrastructure within a subdivision. Each zoning district has a maximum homesite size ranging from 10,000 square feet in the R-0.4 district to 2,250 square feet in the R-14 and Mixed Use Town Center districts.

Cluster Development: The existing subdivision regulations include cluster development only for the "cluster option" subdivision design. The Planning Commission's recommendation effectively maintains the optional status by calling it the "preferred design model."

General Standards: The subdivision update also includes a number of changes to the general standards. New standards are added related to fencing, landscaping, and design diversity. Some existing standards are revised to improve clarity and consistency with the Comprehensive Plan and other City planning documents, including those related to streets and access, stormwater facilities, and septic systems.

<u>Staff Input on Planning Commission Recommendation</u>

Staff has the following comments on the Planning Commission's recommendation, which are highlighted and numbered in Exhibit A of Ordinance 2019-03 (see Attachment A). Housekeeping corrections were

discovered when updating the Planning Commission's recommended draft, and those corrections are included as well.

1. The Planning Commission changed "design guidelines" to "development standards;" however, the section relates to design guidelines, not development standards.
2. Staff suggests adding "natural" in front of "resources" to clarify that the first step in the four-step design process gives the highest priority to natural resources.
3. Staff recommends that the "or" is replaced with "and" to clarify that a request for a departure must meet all of the listed criteria.
4. The Planning Commission recommended deleting this criterion, noting it would be too challenging to implement. While it may be challenging to implement, staff suggests that the criteria should include the requirement that an applicant demonstrates that there has been a serious effort to comply with the standards and that the City may want to consider the economic implications of either denying or granting a departure.
5. The Planning Commission added the language "the director shall review the record and render a decision on the specified departure(s), subject to review by the hearing examiner." This process is not possible without a separate application and would make the director's decision on the departure subject to appeal. The intent of the "administrative departure" is not to require a separate process, application, or fee. Rather, a request for an administrative departure would be considered at the Design Guidance Review meeting and both the Design Review Board and members of the Planning Commission would provide a recommendation at that point. The departure, if it is an affirmative recommendation, would be included in the pre-application. The Planning Commission and staff agreed that whether or not a departure will be granted needs to be known early in the process.
6. The Planning Commission deleted "one or more of" the following objectives. It is likely that a designated natural area will not support all of the stated objectives. However, without the modifier "one or more of," and applicant would be required to demonstrate just that.
7. The Planning Commission changed "adjacent" to "any" in terms of what a designated natural area should connect to. Staff suggests that "any" is too broad and notes that one of the objectives of conservation subdivisions is to develop connected systems of natural area, which is why the term adjacent was used.
8. The Planning Commission added "as are gates" to the allowance for fencing around natural areas. While gates in and of themselves are not problematic, it should be clarified that the gate should meet the definition of low-impact fencing (e.g., allow for wildlife movement). A chain link gate, for example, would not meet this definition.
9. This is a housekeeping correction – "open space" should be "natural area."
10. Homesite clustering. See "A Note on Cluster Development," above. Staff suggests that clustering should be a requirement with a departure available from the standard rather than the "preferred design model," as recommended by the Planning Commission. A reliance on the four-step design process to "allow the characteristics of the land to determine the most suitable location of homesites" – with no standard – would be problematic to implement. For example, if a property in the R-1 zoning district contains 25 percent native vegetation, the natural area requirement would be 30 percent. Site development could then be dispersed throughout the remaining 70 percent of the property because there is no standard to determine which portion/s of the 70 percent are "the most suitable location" for homesites. If the intent is to minimize site disturbance and the overall development footprint, a standard is needed to

achieve that – guidelines and preferences will not. That said, as noted earlier, dimensional standards that cluster homesites and homesite groupings within the development area are likely not necessary to achieve the intent.

11. Site disturbance. The Planning Commission's recommended language references the City's stormwater code for land disturbing activities, which means, "any activity that results in a change in the existing soil cover (both vegetative and nonvegetative) and/or the existing soil topography. Land disturbing activities include, but are not limited to, clearing, grading, filling and excavation. Compaction that is associated with stabilization of structures and road construction shall also be considered a land disturbing activity. Vegetation maintenance practices are not considered land disturbing activity. Stormwater facility maintenance is not considered land disturbing activity if conducted according to established standards and procedures." The recommended language states that land disturbing activities "shall be limited to the minimum required for site preparation and construction." Implementation of this standard would almost certainly bring up a variety of questions, such as: Site preparation and construction of what? Who decides what the "minimum required" is? Is site disturbance allowed outside the homesite? If an overall objective of the subdivision standards is to limit site disturbance, the standard needs to be more specific.
12. This is a housekeeping correction. The Planning Commission corrected it via motion in the dimensional standards table, but it was missed in this section.
13. Landscaping: The public hearing draft included a maximum amount of turf grass and minimum requirement for native vegetation allowed on lots and within Community Space, based loosely on the innovative site development requirements to receive incentives in the City's current HDDP program (providing <20% turf or >60% native plants receive four points each toward earning incentives). The Planning Commission's recommended language – "should be retained and maintained where possible" and "should be responsive to the natural contours" – does not provide any backstop for City staff to require any specific type of landscaping. While the City may not wish to manage people's yards, specific metrics are more useful than general language if the City wishes to have any sort of requirements related to landscaping.
14. Staff suggests that "public and private streets" should not be allowed in perimeter buffers. This was erroneously copied from roadside buffers, where streets would be permitted to cross, and was missed during Planning Commission review.
15. This is a housekeeping correction – "perimeter" should be "roadside."
16. The Planning Commission discussed that the road *into* the subdivision should be able to cross the roadside buffer (otherwise there would be no access to the subdivision). Staff suggests that the intent was not to allow driveways (for individual lots) to cross the roadside buffer and that this language/word choice should be clarified that it is the road into the subdivision that may cross the roadside buffer.
17. The Planning Commission changed "maximum density" to "minimum lot area" because the first term is confusing. Staff concurred with this changed but notes it follows a row titled "minimum lot area," but has different requirements – which is confusing. Staff suggests (possibly) using the term "allowable lots" for the dimensional standard title and moving the existing note so that it is located directly beneath the title, so that the note would state: The maximum number of lots permitted shall be calculated by dividing the total lot area of the property (without deducting areas to be dedicated as public rights-of-way or areas to be encumbered by private road easements) by the minimum lot area for standard lots in the zone district. "Minimum lot area" could then be changed to "Minimum lot area for standard lots in the zone district," to clarify

that it is not a minimum lot size for the subdivision but a means to calculate the number of allowable lots.

18. The Planning Commission pointed out that the maximum homesite size for subdivisions in the R-0.4, R-1, and R-2 districts (10,000, 7,500, and 6,500, respectively) conflicts with the minimum development area allowed with the aquifer recharge protection area (ARPA), which is 12,500 square feet in all zones. The 12,500 number for the ARPA was based on the minimum lot size in the subdivision standards at the time the ARPA was established. Staff suggested that the ARPA standards (BIMC 16.20.100) be changed to be consistent with the homesite size: "A lower percentage is allowed if necessary to achieve a development area of at least 12,500 square feet on a parcel or the maximum allowable homesite size within a subdivision. The Planning Commission agreed with this change, although changes to BIMC 16.20 were not included in the Planning Commission's recommendation. Note that the subdivision update includes no minimum lot size – lot size in areas with on-site septic systems would be determined by the Kitsap Public Health District. The Health District regulations include a number of alternatives for determining minimum lot size, one of which is opting for the prescriptive standard of 12,500 square feet.

19. The City's current subdivision regulations allow for zero lot lines (attached buildings) in all zoning districts. This was a change made in 2017 to support low impact development and affordable housing goals in the Comprehensive Plan. The consultant recommended maintaining the zero lot line option in all zoning districts if the individual buildings (homes) are less than 1,600 square feet, while the Planning Commission recommended that the zero lot line option should not be allowed in the R-0.4 zoning district regardless of home site. Staff notes that the Planning Commission recommendation reverses the change made in 2017, which was made at that time to support the Comprehensive Plan.

20. The Planning Commission changed "public right of way" to "internal access" because "public right of way" could mean the frontage road and the likelihood is that property owners do not want garages that are zero feet from a frontage road. Staff agrees that this is confusing and notes that the City needs a term and definition for internal roads within a subdivision. "Internal access" is not a currently used or defined term. Staff is considering this issue and will provide a recommendation to the City Council.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 27, 2019 **ESTIMATED TIME:** 60 Minutes

AGENDA ITEM: (7:15 PM) Suzuki Affordable Housing Project Decision on Number of Housing Units - Executive,

STRATEGIC PRIORITY: Healthy and Attractive Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion **PROPOSED BY:** Executive

RECOMMENDED MOTION:

I move to direct staff to move forward with a site plan for the Suzuki project similar to "Option 4" that includes approximately 91 housing units.

OR

I move to direct staff to move forward with a site plan for the Suzuki project similar to the "Alternative Option" that includes approximately 100 housing units.

SUMMARY:

To determine the number of housing units for the Suzuki Affordable Housing project.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

The City owns a 14-acre property at the intersection of New Brooklyn and Sportsman Club Road. The City intends to develop a 100% affordable housing project at this site, and has engaged Olympic Property Group (OPG) to complete the initial phases of property development and site preparation. The City originally planned to have Housing Kitsap serve as the development partner for the project. However, in Fall 2018 Housing Kitsap indicated that they were no longer available to serve in that role.

In late 2018, an Ad Hoc Committee of Councilmembers was tasked with developing a recommendation on how the City should proceed with the project, given that Housing Kitsap would not serve as the development partner. Ad Hoc members met with OPG representatives and Housing Resources Bainbridge (HRB) Executive Director Phedra Elliott.

At the Council study session on February 5, 2019, the full Council discussed options for next steps. At that meeting, the Council approved asking HRB to conduct a feasibility study to asses financing options for the project for a range of scenarios from 30 - 90 units. HRB engaged Bridge Housing Corporation (Bridge) to complete this work. The City provided $49,500 to HRB to conduct this study. At that time, the City also requested that OPG pause their work on site development until the completion of the feasibility study.

At the August 6 Study Session the Council reviewed the HRB/Bridge feasibility study and discussed various options for the project ranging from 30 to 100 housing units.

The Council agreed to schedule time at the August 27 Business Meeting to consider formal approval of either Option 4 (91 units) or the "Alternative" option (100 units).

Numerous additional documents and studies related to the project are available on the "Resources" tab of the OPG project website: https://www.suzukiaffordable.com/resources

Once the site plan/number of units is determined, OPG will resume work on site development tasks. Remaining Council decisions will be to select a stormwater treatment approach, to select an ownership approach for the project, to select a development partner, to decide whether to donate more than 50% of the property's value to the project, and to complete the process to formally surplus the property and transfer ownership.

ATTACHMENTS:

BRIDGE Housing PowerPoint (Presented at August 6, 2019 Council Meeting)

BRIDGE Housing Report & Recommendations for the Suzuki Affordable Housing Site

BRIDGE PowerPoint HRB_Suzuki Site_8_21_2019

2019.08.21_Suzuki Site Report Addendum FINAL

Suzuki Pro Forma 2019.08.21

FISCAL DETAILS:

The $49,500 cost for the feasibility study was paid from the City's Housing Trust Fund, with no assumption for cost recovery from future development. The City's current agreement with OPG for site development represents $800,000 in total spending. Full cost recovery of this amount ($800,000) from future development is assumed within 2019-2020 Biennial Budget.

Fund Name(s):

Coding:

Suzuki Site

Financial Feasibility Report & Recommendations
Bainbridge Island City Council
Study Session: August 6, 2019

Kurt Creager | EVP, PNW
BRIDGE Housing Corporation

About BRIDGE Housing

- Mission
  - Quantity, quality & affordability
  - Diverse, equitable & inclusive
  - Cultivate community partnerships

- Track Record
  - Business & community leadership
  - 35 years of success
  - 17,500 units developed
  - No-profit no-loss
  - Reinforce community values
  - Sustainable design
  - Best practice leaders and innovators

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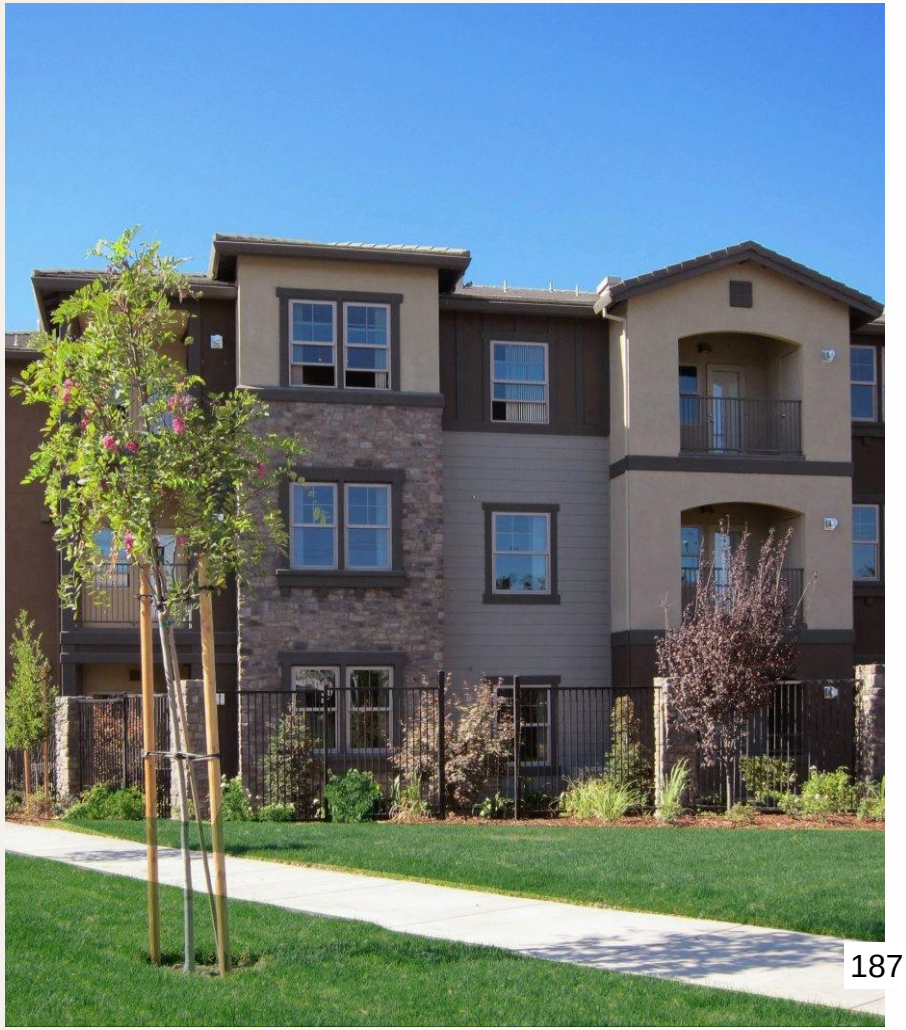
Residents at BRIDGE Housing apartments
Source: BRIDGE Housing

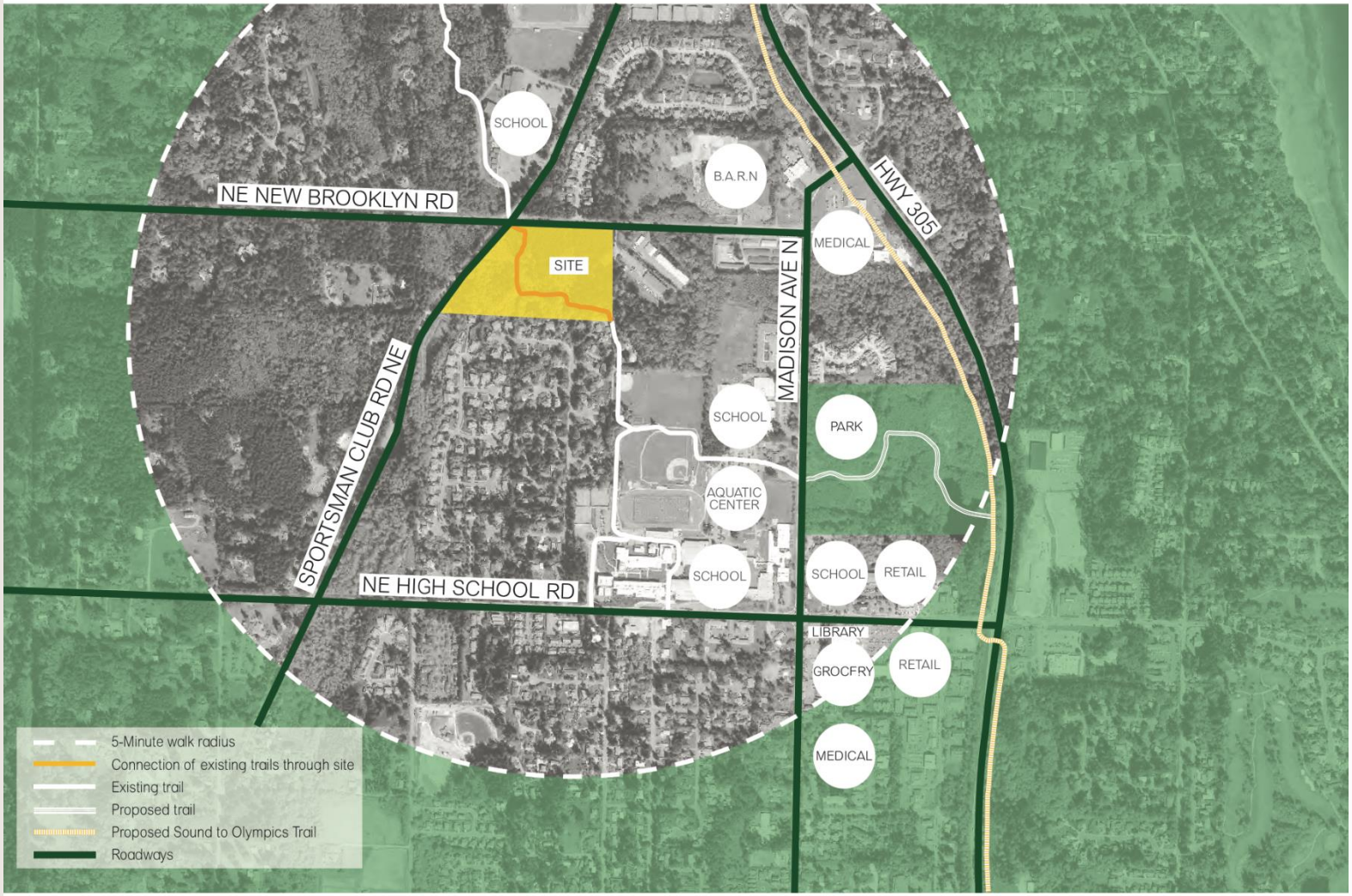
BRIDGE Best Practices in Affordable Housing

- Triple bottom line
- Provide meaningful *public value*
- Ensure *environmental sustainability* through best practices
- Resilient *financial performance* over the economic life cycle of the property



Foothill Farms Sacramento, California
Source: BRIDGE Housing

Site Context



BRIDGE Housing

Project History

2015

- City issues Request for Proposals
- Receives 4 and moves forward with OPG

2016

- City hires Environmental Science Associates (ESA) to conduct an ecological assessment on the Suzuki property

2017

- ESA report
  - “Mature second growth forest”
  - Buffering the human-created pond
  - Creation of a 300’ wildlife corridor
- Council requested OPG alter its plan based on ESA’s recommendations, reducing the potential development area from 13.8 acres to +/-4 acres
- Council voted to make 100% of the housing affordable

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Project History

2018

- OPG presented a revised site plan which was approved in concept by the City
- OPG:
  - Assembles project team
  - Commissions pre-design studies
  - Launches a website: www.suzukiaffordable.com
  - Conducts first public outreach meeting
- Council chooses to conduct a financial feasibility study and contracts with HRB who subcontracts with Bridge Housing
- OPG's contract work is put on hold

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ARPA + Development Area

BRIDGE Housing

Option 4: OPG Study Option

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Source: Davis Studio Architecture & Design

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Housing Resources Bainbridge Scope of Work

- Include a diversity of housing choices
- Preserve mapped woodlands & wetlands
- 100% affordable and/or below market rate housing
- Leverage public benefits from the City's ownership of the land
- Provide actionable information to City

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Ferncliff Village Phase II by HRB
Source: Mike Seidl

BRIDGE Housing

Decisions for Consideration by City

- Key Decision #1: Land donation for public benefit
- Key Decision #2: Seek capital budget support from the State legislature
- Key Decision #3: Approve sufficient density on the site for a financially sustainable community
- Key Decision #4: Build for-sale units to cross-subsidize rentals creating a complete community

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Key Decision #3 Detail: Sufficient Density for a Financially Sustainable Community

	Option 1	Option 2	Option 3	Option 4	Alternative
Rental	35	36	48	60	60
For-Sale	0	18	18	30	39
Manager	1	1	1	1	1
Total	36	55	67	91	100
City Fee Waivers	$0.6M	$0.6M	$0.7M	$0.8M	$0.8M
County HOME/CDBG	$1.0M	$1.0M	$1.0M	$1.0M	$1.0M
State Capital Budget	$6.0M	$3.4M	$4.1M	$2.6M	$1.2M
Public Subsidies	$7.6M	$5.0M	$5.8M	$4.4M	$3.0M
Public Subsidies Per Unit	$217,000	$93,000	$88,000	$49,000	$31,000

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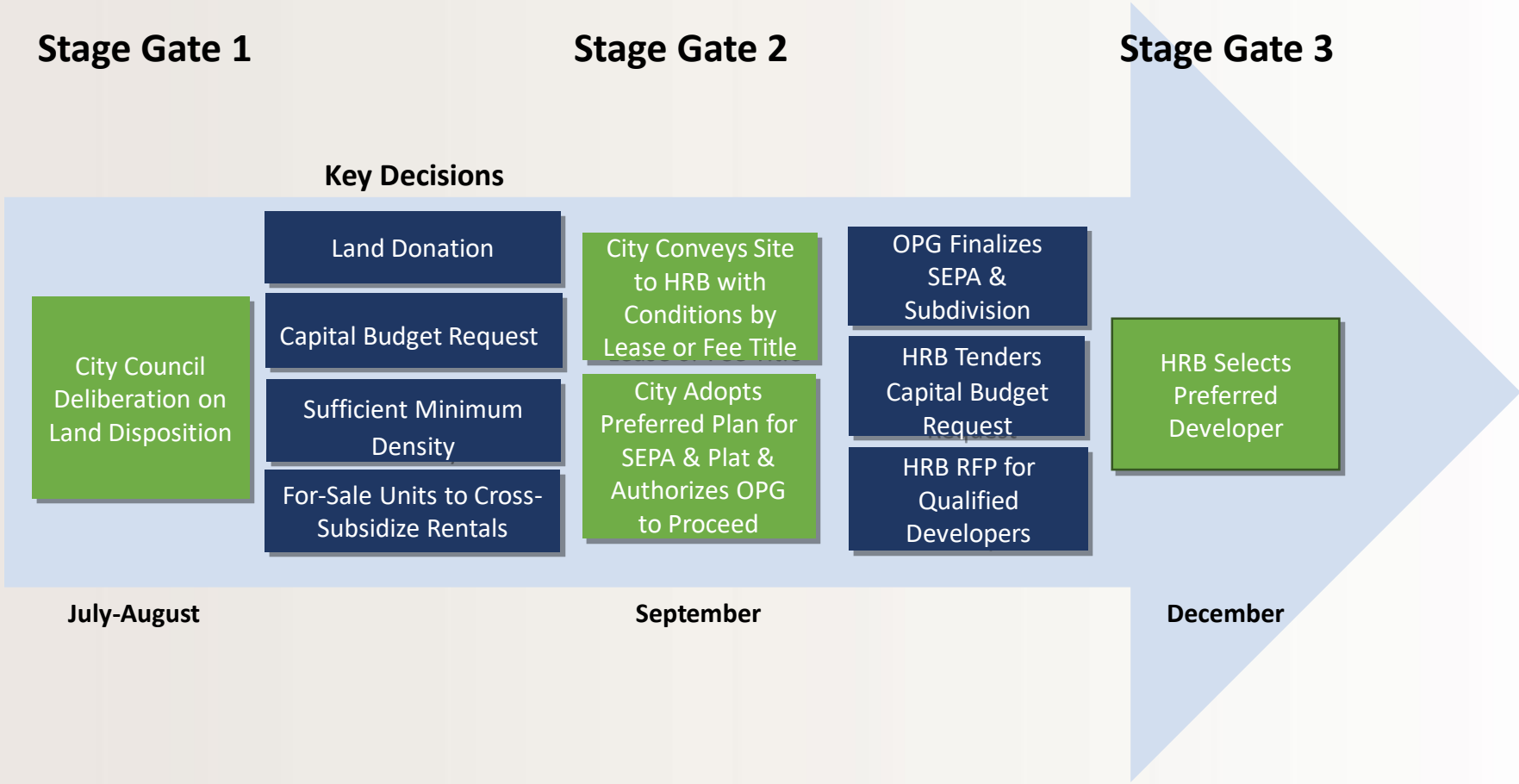
City of Bainbridge Island Critical Path



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Revised Option 4: 91 Dwellings

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Source: Davis Studio Architecture & Design

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Housing Resources Bainbridge Tasks

- Broaden the Income Spectrum of Households assisted by HRB from 120% to 150% of AMI
- Select a Master Developer Through a Request for Proposals
- Multitask Suzuki Site Oversight and Partnership with Madison Avenue Development
- Coordinate with and Between OPG and City
- Organize and Mobilize Support for State Capital Budget Appropriation
- Ensure Financial Transparency & Accountability

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BRIDGE Recommendation: 100 Dwellings

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Source: Davis Studio Architecture & Design

BRIDGE Housing

Building a Complete Community

Area Median Income	1 Person	2 Person	3 Person	4 Person	
50%	$29,950	$34,200	$38,500	$42,750	**Barista**
80%	$47,920	$54,720	$61,600	$68,400	**Office Manager**
120%	$71,880	$82,080	$92,400	$102,600	**Police Officer**
150%	$89,850	$102,600	$115,500	$128,250	**Engineer**

- Rentals for workforce (50-80% AMI): $750-$1,700/month
- For-sale for middle income (120-150% AMI): $410,000-$620,000

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Comparison of 91 and 100 Unit Options

- 100 units reduces the State Capital Budget request from $2.4 million to $1.2 million
- 100 units optimizes the use of the site while preserving habitat & aquifer recharge areas
- 100 units broadens the moderate income portion of the income spectrum to 40% of the total community
- Both options are within City regulations for density, height, parking, setbacks & lot coverage
- City preferred option will become the basis for OPG environmental analysis to comply with SEPA

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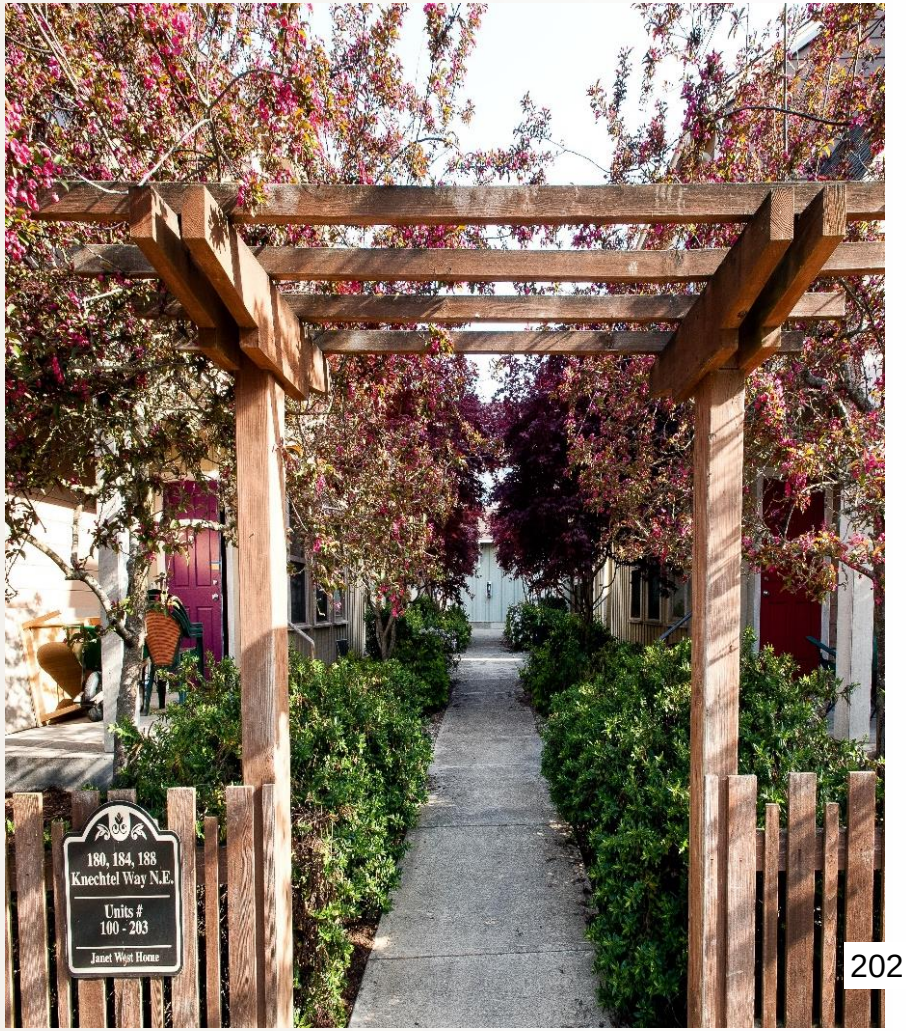
Cost of No Action

- SEPA compels OPG to study a *“no action”* alternative
- No action prolongs an impasse during a housing emergency
- No action misses a singular opportunity to address the demand for affordable housing-no other public sites exist
- No action now will make the cost of housing more expensive in the future, due to inflation



Janet West Rental Community by HRB
Source: David Cohen

BRIDGE Housing

Thank You

"Housing is a means to an end….*the end is to provide opportunities for people to stabilize their lives and achieve their dreams, whatever those are.”*

The late Lillian Murphy
RSM & CEO of Mercy Housing

Anthem Park at Uptown Village Townhomes
Source: Kurt Creager

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APPENDIX

Issues Raised During RFP - Conservation

- Keep property as-is. Transfer ownership to the Bainbridge Island Parks and Recreation District to own and manage in a natural state
- Older tree stands should be protected
- Protection of a human-made pond and the habitat value it provides
- Assessment of impacts to groundwater and aquifer recharge areas
- Protection of the property's potential to serve as a wildlife corridor
- Protect critical habitats
- Evaluation of the property's aquifer recharge potential

Issues Raised During RFP - Development

- Provide a place to expand the Boys and Girls Club
- Provide affordable housing
- The City's fiduciary responsibility to judge any proposed use against the fair market value of the property
- Overall land conservation (higher density urban development versus more rural densities)
- Create a neighborhood with a high quality of life
- Traffic impacts
- Sewer line and plant capacity
- Low water pressure has been observed in surrounding neighborhoods
- General development impacts to the surrounding neighborhood
- Provide visual screen or buffer on New Brooklyn

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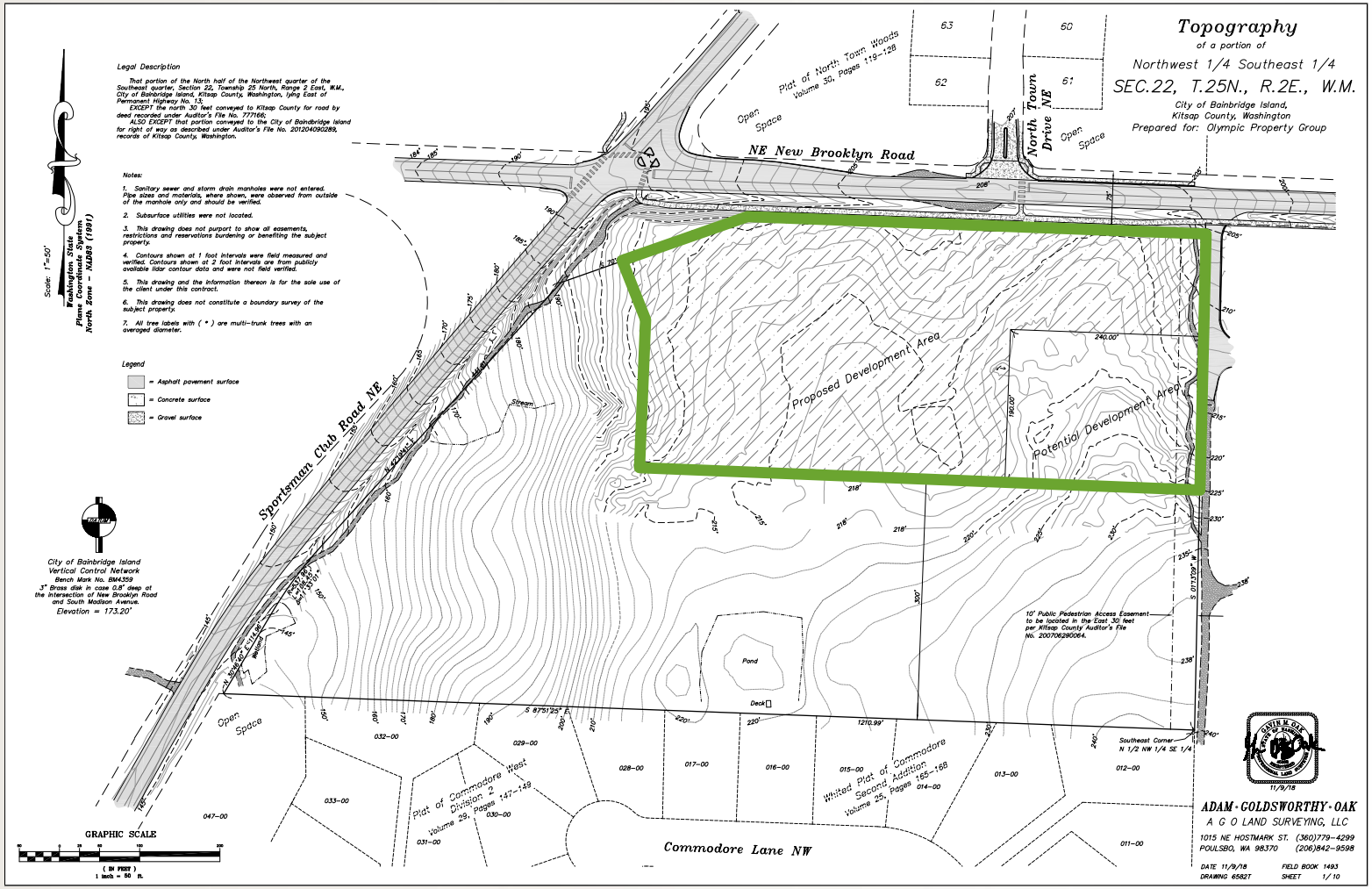
Topography
of a portion of
Northwest 1/4 Southeast 1/4
SEC.22, T.25N., R.2E., W.M.
City of Bainbridge Island,
Kitsap County, Washington
Prepared for: Olympic Property Group
Legal Description
That portion of the North half of the Northwest quarter of the Southeast quarter, Section 22, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, lying East of Permanent Highway No. 13;
EXCEPT the north 30 feet conveyed to Kitsap County for road by deed recorded under Auditor's File No. 777166;
ALSO EXCEPT that portion conveyed to the City of Bainbridge Island for right of way as described under Auditor's File No. 201204090289, records of Kitsap County, Washington.
Notes:
1. Sanitary sewer and storm drain manholes were not entered. Pipe sizes and materials, where shown, were observed from outside of the manhole only and should be verified.
2. Subsurface utilities were not located.
3. This drawing does not purport to show all easements, restrictions and reservations burdening or benefiting the subject property.
4. Contours shown at 1 foot intervals were field measured and verified. Contours shown at 2 foot intervals are from publicly available lidar contour data and were not field verified.
5. This drawing and the information thereon is for the sole use of the client under this contract.
6. This drawing does not constitute a boundary survey of the subject property.
7. All tree labels with (*) are multi-trunk trees with an averaged diameter.
Scale: 1"=50'
Basis of Bearings
Washington State Plane Coordinate System
North Zone - NAD83 (1991)
Legend
= Asphalt pavement surface
= Concrete surface
= Gravel surface
City of Bainbridge Island
Vertical Control Network
Bench Mark No. BM4359
3" Brass disk in case 0.8' deep at the intersection of New Brooklyn Road and South Madison Avenue.
Elevation = 173.20'
NE New Brooklyn Road
North Town Drive NE
Plat of North Town Woods
Volume 30, Pages 119-128
Sportsman Club Road NE
Proposed Development Area
Potential Development Area
10' Public Pedestrian Access Easement to be located in the East 30 feet per Kitsap County Auditor's File No. 200706290064.
Pond
Deck
Stream
Wetland
Open Space
Plat of Commodore West Division 2
Volume 29, Pages 147-149
Whited Plat of Commodore Second Addition
Volume 25, Pages 165-168
Commodore Lane NW
Southeast Corner N 1/2 NW 1/4 SE 1/4
GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.
ADAM · GOLDSWORTHY · OAK
A G O LAND SURVEYING, LLC
1015 NE HOSTMARK ST. (360)779-4299
POULSBO, WA 98370 (206)842-9598
DATE 11/9/18 FIELD BOOK 1493
DRAWING 6582T SHEET 1/10

207

critical areas

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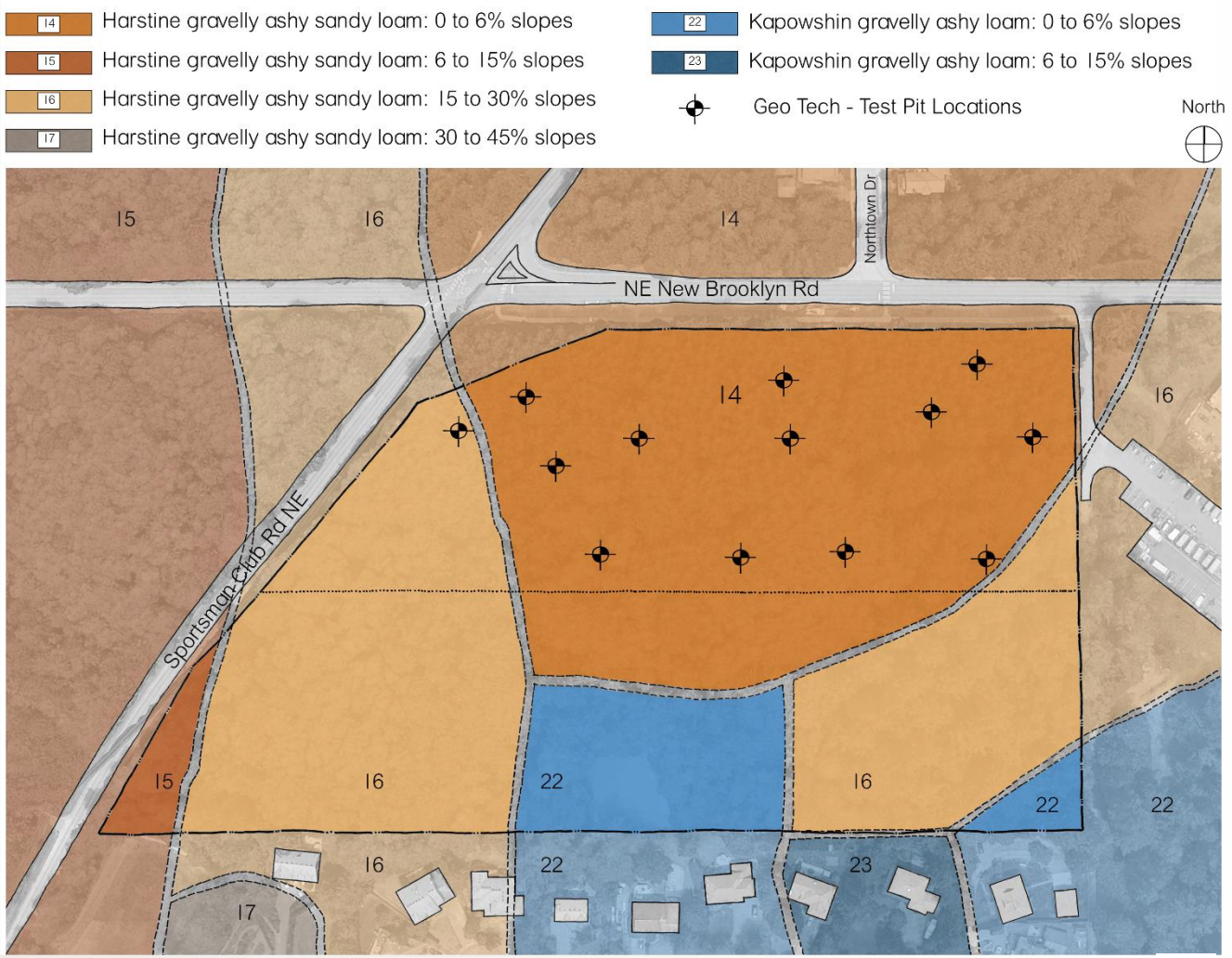
BRIDGE Housing

soils



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topo and drainage

210

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trees

211

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ARPA + development area

212

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BUILDING SUSTAINING LEADING

Date: August 2, 2019

To: Phedra Elliott, Executive Director, Housing Resources Bainbridge

From: Kurt Creager, Executive Vice President, BRIDGE Housing Corporation

Re: Report & Recommendations for the Suzuki Affordable Housing Site

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The following materials constitutes BRIDGE Housing Corporation's ("BRIDGE") final report and recommendations for the Suzuki affordable housing site. This final report contains new information, updated budgets and reflects the deliberation and recommendations of the Housing Resources Bainbridge ("HRB") Board of Directors at their meeting on the draft report and recommendations on July 9, 2019.

These work products are consistent with and in furtherance of the Memorandum of Understanding between HRB and BRIDGE dated March 27, 2019. The agreement calls for BRIDGE to assess the feasibility of developing the City-owned Suzuki Site, a portion of the 13.83 acre site at the SE quadrant of the intersection of New Brooklyn Road and Sportsman Club Road on Bainbridge Island, Washington. Preliminary plans range from 36 units up to 91 units, including a mix of single family detached cottages, townhomes, and accessory dwelling units ("ADUs"). These units are envisioned as a mix of rentals and homeownership units that are permanently affordable for low to moderate income households.

This report assesses the financial feasibility of the preliminary plans in addition to the financial feasibility of a 100-unit alternative which is within the residential and parking capacity for the site. This report and its findings and recommendations may be used by the City of Bainbridge Island to guide disposition of the property as appropriate. The draft report is structured as follows:

1) Project Reconnaissance;
2) Key Decisions for Funding Strategy;
3) Design Refinement, Budget, and Cost Control; and
4) Preliminary Financial Proforma.

About BRIDGE Housing

Founded in 1983, BRIDGE Housing Corporation is the largest non-profit developer of affordable housing and workforce housing on the West Coast. As a mission-driven non-profit, BRIDGE's primary goal is to produce high quality homes for working families and seniors at a variety of income levels. We pay close attention to the double-bottom line of financial and social return on investment, always in pursuit of quality, quantity and affordability for the long term. The opinions and conclusions contained within this report are those of the BRIDGE Housing Principal Investigator, Kurt Creager, Executive Vice President, and may be quoted with citation.

I. PROJECT RECONNAISSANCE

BRIDGE conducted site visits over the winter and spring of 2019 and reviewed the June 2018 existing conditions reports commissioned by Olympic Property Group ("OPG") under contract to the City of Bainbridge Island. Additional work is still in process as the OPG scope of work was temporarily suspended until questions regarding the project's financial feasibility could be answered to the satisfaction of the City Council. BRIDGE Executive Vice President, Kurt Creager, also met with OPG and OPG-retained architect Jonathan Davis. An engineering report and a financial alternative analysis prepared by Browne Wheeler Engineers Inc. was also reviewed and addressed in the budget estimates herein. In addition, BRIDGE held subsequent meetings with HRB and Housing Kitsap to conceive and coordinate the delivery of the for sale units for low or moderate income[1] households. BRIDGE is grateful for the assistance of OPG, Davis Studio Architecture & Design, Housing Kitsap and Clark Construction to help articulate and assess the financial feasibility of this proposed project.

II. KEY DECISIONS FOR FUNDING STRATEGY

Given the diversity of uses proposed on-site, the project must be broken into components which will be funded separately but undertaken in a coordinated manner to produce a seamless, inclusive and integrated master plan. The components of the Suzuki project are as follows:

- Open space, sensitive area and habitats (approximately 9.83 acres in each scenario)[2]
- For-sale homes (0-39 detached cottages or townhomes[3])
- Rental homes (36-61 townhomes[4] and ADUs[5])
- Community building and amenity space[6]
- Infrastructure to support the site consistent with City standards.

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[1] Low income for purposes of Washington State Law is defined as 51-80% of the Area Median Income, indexed by family size and published by the US Department of Housing & Urban Development annually. Moderate income is 81-120% of Median Income for purposes of this report and recommendations

[2] Wetlands on the site include an historic man-made impoundment which is envisioned to be enhanced for surface water management purposes. The proximity of the site to public schools means many pedestrians use the open space as an alternative to the sidewalk on New Brooklyn Road. These informal trails would be improved to ensure public safety and minimize intrusion into woodland and wetland habitats.

[3] Approximately 439-569 square feet for 1 bedroom ADUs, 1,000-1,061 square feet for 2 bedroom townhomes, and 1,300-1,381 square feet for 3 bedroom townhomes.

[4] Ibid

[5] Ibid

[6] Envisioned as a single story structure of 3,500 square feet

Financial feasibility will depend on key decisions by the City of Bainbridge Island and HRB:

Key Decision #1: Land Donation

Public agencies often leverage the value of public land to create long term public benefits. Given the affordability challenges of Bainbridge Island and the amount of open space desired by the City, BRIDGE concludes that neither the stewards of open space nor an affordable housing developer can support market value for the land. Therefore, it is crucial that the City of Bainbridge Island and its City Council affirm that the land be either donated or leased for a negligible sum of money in exchange for a long-term commitment to preserve the open space and maintain housing affordability. If the City is seeking market value for some or all of the land, the master developer will likely need to reduce the amount of open space or affordability of homes in order to maintain financially feasibility.

The City of Bainbridge Island may choose to transfer the entire site to a single entity or the open space and developable portions of the site to different entities. Based on initial reconnaissance and pending discussions with the City, we believe the Bainbridge Island Metro Park and Recreation District and HRB are the most appropriate candidates. HRB will need evidence of site control to secure the participation of a master development partner and accumulate the necessary funding to build the project. HRB also needs sufficient time to mobilize capital and implement the preferred plan.

While planning discussions have included Housing Kitsap (the housing authority serving Kitsap County), we do not anticipate the agency will act as a master developer given their current priorities and capacity. However, we believe the agency still has an instrumental role in terms of financing (e.g. project-based vouchers) and in an advisory capacity to HRB and the selected master developer given their local expertise in development, construction management, and homeownership programs.

Key Decision #2: Capital Budget Support from the State Legislature

A State Capital Budget appropriation is essential for attracting additional financial resources for the proposed project. As detailed in the proforma, while the master developer and HRB can obtain a sizable investment from private lenders and tax credit investors and nominal support from the City and Kitsap County, there remains a significant gap that must be filled by the State. State resources from the Department of Commerce's Housing Trust Fund prioritizes high-needs populations (e.g. mentally ill, veterans, people with developmental disabilities, farmworkers) which are limited on Bainbridge Island. Moreover, preferences for households earning 30% of Area Median Income or below and for formerly homeless and at-risk populations means that the project as conceived is unlikely to be competitive statewide. Absent a significant change in State priorities or the project's target population, BRIDGE recommends the City and HRB pursue a capital budget appropriation instead. As detailed in Section III and IV, the project requires an appropriation of $2.4 million with 91 units and only $1.2 million under the 100-unit recommended alternative. The use of capital budget earmarks is a standard operating procedure in the Washington State Legislature. In the 2019-2020 Biennial Budget approximately $46 million was earmarked in the Department of Commerce budget for high

priority capital projects statewide. While funds are routinely available for the highest priority projects, it will take time and a unity of purpose from the elected officials representing Bainbridge Island. Assuming a robust effort by local officials, we estimate it may take as long as one to two years to gain traction and approval for such an appropriation.

Key Decision #3: Approve Sufficient Density on the Site

Over the last several years, the City and local stakeholders have proposed a range of alternative programs that balance the desire for affordable housing and environmental conservation with the physical development constraints and limitations of the site. These include Option 1 - 36 units, Option 2 - 55 units, Option 3 - 67 units, and Option 4 - 91 units.

Based on the analysis below and BRIDGE's 35 years of experience in housing development and financing, a project with fewer than 90 units is not financially feasible and may not attract tax credit investors and funders.

FINANCIAL FEASIBILITY OF PRELIMINARY OPTIONS & 100-UNIT ALTERNATIVE

	Option 1	Option 2	Option 3	Option 4	Alternative
Rental	35	36	48	60	60
For-Sale	0	18	18	30	39
Manager	1	1	1	1	1
Total	**36**	**55**	**67**	**91**	**100**
City Fee Waivers	$0.6M	$0.6M	$0.7M	$0.8M	$0.8M
County HOME/CDBG	$1.0M	$1.0M	$1.0M	$1.0M	$1.0M
State Capital Budget	$6.0M	$3.4M	$4.1M	$2.6M	$1.2M
Public Subsidies	**$7.6M**	**$5.0M**	**$5.8M**	**$4.4M**	**$3.0M**
Public Subsidies Per Unit	**$217,000**	**$93,000**	**$88,000**	**$49,000**	**$31,000**

In the lower density scenarios (Options 1-3), the project does not achieve sufficient economies of scale and incurs the same fixed costs for architecture, engineering, tax credit syndication, etc. while delivering fewer units. A rental project with fewer than 50-60 units may also have difficulty attracting tax credit investors, thereby reducing the amount of tax credit equity generated and increasing the need for subsidies from the City, County or State. BRIDGE estimates the project will require $88,000-$217,000 in public subsidies per unit in the lower density scenarios, significantly higher than the $49,000 required for Option 4.

Based on our financial feasibility analysis, BRIDGE recommends the City and HRB consider Option 4 as the Base Case. While Option 4 still requires a $2.6 million State Capital Budget request, a challenging amount to obtain as appropriations are typically less than $1 million, it may be viable if requested over multiple legislative cycles. To reduce the amount requested from the State, BRIDGE also analyzed a 100-unit alternative that provide more economies of scale, 9 additional for-sale units, and complies with the City's parking requirements. This recommended alternative is more financially feasible and requires only $1.2 million in State

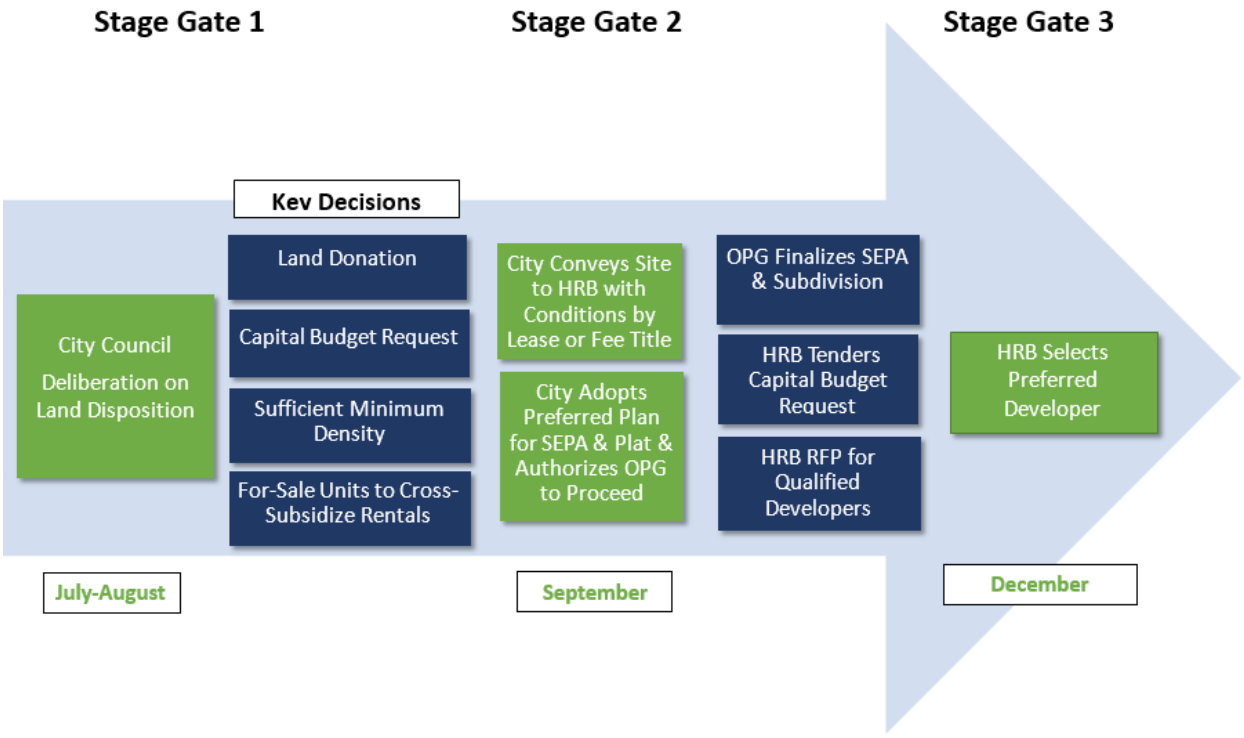
assistance. We recommend that the City and HRB reassess the Base Case site plan for opportunities to increase density while protecting the open space preserve and utilizing parking more efficiently. Absent an increase in density, the City and HRB may need to consider serving higher income households or selling market-rate homes in order to generate revenues and reduce public subsidies.

Site plan for the Base Case (Option 4 – 91 units); Source: Davis Studio Architecture & Design

Key Decision #4: Build For-Sale Units to Cross-Subsidize Rentals

Based on our preliminary proforma and understanding of available funding sources, we believe that revenues from for-sale units will be crucial for closing the funding gap for the rental component. The number of for-sale units required depends on the income of homebuyers served and the rental component's ability to obtain sufficient City, County, and State funds. Our preliminary pro forma for the Base Case (Option 4 - 91 units) assumes that 30 units will be reserved for homebuyers earning 140% Area Median Income (AMI), generating approximately $4.5 million to support the rental building serving households earning 50-80% AMI. The 100-unit recommended alternative includes 39 townhomes, generating $5.8 million in cross-subsidy and reducing the State Capital Budget support from $2.4 million to $1.2 million. The addition of homeownership units for higher-end households will not only enhance financial feasibility but also provide for a truly mixed-income community.

Ultimately, if the City of Bainbridge Island and HRB can come to consensus on the terms of a land donation, obtain a State Capital Budget appropriation, achieve sufficient density on the site, and build for-sale units to cross-subsidize the rental units, we believe the project will be financially feasible. Below is a critical path, outlining the anticipated roles for the City, HRB, and OPG before soliciting and selecting a development partner.



III. DESIGN REFINEMENT, BUDGET AND COST CONTROL

The team assembled by OPG is exemplary and well-established in the Bainbridge Island market. To establish a preliminary budget, BRIDGE considered two construction methods and validated costs with a contractor experienced in building on the island and across Kitsap County but do not yet have a role or interest in the project.

Rental Component

BRIDGE assumes the proposed project will be built with lightweight frame construction typical of most conventional affordable housing projects in Kitsap County. While very little purpose-built affordable housing has been completed on Bainbridge Island, Clark Construction recently completed the Ferncliff Village Townhomes in 2017. BRIDGE believes this project serves as a good comparable for purposes for cost estimating.

RENTAL COMPONENT – PRELIMINARY USES – BASE CASE (61 UNITS)

Description		Total Amount	Per Rental Unit
Land, Title and Escrow		$25,000	$417
Holding Costs		$0	$0
	subtotal	**$25,000**	**$417**
Construction		$12,729,810	$212,164
Furnishings and Equipment		$60,000	$1,000
Hard Cost Contingency		$954,736	$15,912
	subtotal	**$13,744,546**	**$229,076**
Architecture/Engineering		$1,550,000	$25,833
Permits and Fees		$844,729	$14,079
Construction Loan Interest/Fees		$961,733	$16,029
Bond Cost of Issuance		$198,735	$3,312
Legal		$90,000	$1,500
Appraisal/Market Study		$15,000	$250
Marketing/Lease-up		$110,000	$1,833
Title/Audit/Cost Certification		$60,000	$1,000
Insurance		$111,050	$1,851
Property Taxes (Exempt)		$0	$0
Soft Cost Contingency and Reserves		$312,668	$5,211
	subtotal	**$4,253,914**	**$70,899**
Syndication Costs		$178,047	$2,967
Developer Fee (Incl. $1M Recontributed to Project)		$2,546,077	$42,435
TOTAL DEVELOPMENT COSTS		**$20,747,584**	**$345,793**

Using Ferncliff as a comparable, Clark Construction estimated the cost of the three-story townhomes and ADUs to be $185-220 per square foot for vertical construction, including cost escalation. Horizontal construction (e.g. driveways, landscape, parking, water, sewage, surface water detention) is estimated to range $30-40 per square foot of vertical construction. For this preliminary budget, we have assumed $200 and $30 per square foot for vertical and horizontal costs respectively. Operation and maintenance of the drainage detention facility is planned as a cost of the City of Bainbridge Island. Assuming a 7.5% contingency, BRIDGE estimates a hard cost of $13.7 million or $229,000 per unit. In addition to hard costs, BRIDGE estimates approximately $7 million or $116,000 per unit in soft costs, including the cost of architecture and engineering, financing, legal, marketing, insurance, reserves, and fees to the developer and City of Bainbridge Island. Based on permit fee schedules, we have budgeted $845,000 or $14,000 per unit for transportation impact fees, water and sewer system participation fees, building permit fees, plan check fees, and subdivision fees.

For-Sale Component

Construction of the for-sale component will be coordinated with the rental component to attain some economies of scale. To reduce cost, we assume that HRB and the selected master developer will coordinate all architectural and engineering work. Windows, roofing and siding would likely be purchased in bulk for the greatest cost savings possible. Whereas the for-sale component will include townhomes and layouts similar to the rental component, we have assumed costs at $200 per square foot for vertical construction and $30 per square foot for horizontal construction. In sum, we anticipate $12.1 million or $405,000 per unit in total development costs, including $276,000 per unit for hard costs and $129,000 per unit for soft costs.

FOR-SALE COMPONENT – PRELIMINARY USES – BASE CASE (30 UNITS)

	Total	**Per Unit**
Land (Donated)	$0	$0
Site Work Costs/Utilities	$1,080,000	$36,000
Building Hard Costs	$7,200,000	$240,000
Architecture and Engineering	$207,000	$6,900
City Permits and Fees (Waived)	$0	$0
Selling Expenses	$830,089	$27,670
Admin / Insurance	$498,054	$16,602
Real Estate Excise Tax	$295,512	$9,850
Legal / Accounting / Consultants	$75,000	$2,500
Construction Loan Fees/Costs	$155,177	$5,173
Construction Loan Interest	$326,831	$10,894
Contingency	$800,075	$26,669
Developer Fee	$688,064	$22,935
TOTAL COSTS	**$12,155,802**	**$405,193**
	=========	=========

Conventional vs. Insulated Concrete Form

Several market rate developers on Bainbridge Island are using Insulated Concrete Form (ICF) as their preferred building envelope, essentially creating a super-insulated shell sided with COR-TEN steel or finished/sealed concrete. ICF is a superior building envelope in terms of energy efficiency and durability. However, it is rarely used in affordable housing construction because the initial cost is prohibitive. Clark Construction estimated that ICF in a low-rise structure would likely cost $220-$310 per square foot for vertical construction, a premium of 20-40% over conventional construction. Given this anticipated premium, we have assumed the project will be built using conventional construction methods.

Conventional Site Built vs. Offsite Modular Construction

BRIDGE is one of the first affordable housing developers to utilize modular construction in California and is actively exploring other innovative technologies that can reduce cost and time.[7] The townhouse typology contemplated for Suzuki is suitable for modular construction and we recommend designing the project as modular-ready. Based on BRIDGE's recent experience, we estimate that modular construction can reduce construction time by up to 3-6 months but cost savings have been insignificant versus conventional construction thus far. Therefore, our budget estimate has not assumed the use of modular construction or any potential savings. While the project may be considered too small for some manufacturers, BRIDGE recommends further study given the benefits of minimizing disruption to the open space and compressing the construction period.

Use of Volunteer Labor and Donated Materials

The use of volunteer labor and donated materials surfaced during deliberations on the proposed project. While there is financial benefit to using volunteers and donated materials, it will complicate quality control and will very likely impair the ability to provide a warranty on the finished product. Moreover, the complexity of project management would place a burden on HRB, the master developer, and their contractors. For these reasons, BRIDGE did not further evaluate the idea in this report.

Requirements for Federal Funds

The project proforma contemplates use of federal funds, HOME and CDBG,[8] for the infrastructure supporting the rental townhomes and ADUs. The use of federal funds means the scope and procedure for environmental review should consider the requirements of the National Environmental Policy Act (NEPA). Olympic Property Group is currently only considering the Washington State Environmental Policy Act (SEPA) for purposes of compliance and entitlements. Should the project utilize federal funds, we recommend expanding OPG's scope to include NEPA or Kitsap County should manage the NEPA environmental review process on behalf of the project.

[7] BRIDGE's experience with construction technology, including two recently completed modular projects in San Leandro, CA, is summarized in "Faster, Better, More."

[8] Community Development Block Grant (CDBG) and HOME Investment Partnership Act Funds (HOME)

Use of HOME and CDBG may also inadvertently trigger federal prevailing wage rate requirements (also known as Davis-Bacon) and, unless carefully managed and separated from the other private funding sources, could create added costs or risks to the master developer or Housing Resources Bainbridge (HRB). Federal prevailing wage rates could add as much as 20% to the cost of building the project if the funds are co-mingled with the private sources used in the vertical construction budget. Additional monitoring and reporting to ensure wage rate compliance will also require significant time and costs from HRB or the master developer.

IV. PRELIMINARY PROFORMA

Based on the key decisions in Section II and assumptions described in Section III, BRIDGE prepared a preliminary proforma to illustrate how the value of the land donated by the City of Bainbridge Island, the State capital budget appropriation, and revenues from for-sale units can help leverage private debt, private equity, master developer contributions, philanthropy and other resources.

General Assumptions

- The master developer selected by HRB will develop a minimum of 60 rental units given the high demand for affordable rental housing and to achieve economies of scale. 75% of these units would be configured as rental properties for very low income households earning 50% of Area Median Income (AMI) while the remaining 25% serve low income households earning 80% of AMI. This configuration utilizes income averaging to qualify for Low-Income Housing Tax Credits, aligns with the funding priorities of Kitsap County, and allows the property to qualify for the state's non-profit affordable housing tax exemption which requires at least 75% of units to serve very low-income households.[9] We also anticipate some of these units will be set aside for an appropriate special needs population, such as seniors, and one will be set aside for the on-site property manager.
- HRB, with support from the master developer, will develop the remaining units as for-sale homes. These units would be sold to moderate and middle-income households earning up to 140% of AMI.
- The master developer will construct horizontal infrastructure for both the for-sale and rental units and will be reimbursed by HRB on a pro-rata basis (e.g. by number of units or gross square footage) on a full cost recovery (no profit-no loss) basis.
- The community building and amenity space, while open to residents of both the for-sale and rental units alike, will be paid for as part of the rental phase of the project.
- The project is exempt from Federal prevailing wage requirements due to the limited amount of HOME, CDBG, and project-based vouchers used. State and local sources are also not anticipated to require prevailing wage.
- City land will be leased by HRB and the master developer for $1.00 for 99 years, with the option to extend if long-term commitments to affordability are met.

[9] Very low income for purposes of Washington State Law is defined as 0-50% of the Area Median Income, indexed by family size and published by the US Department of Housing & Urban Development annually.

- A homeowner association will be formed by the master developer and HRB, it will be funded on a pro-rata basis (e.g. by number of units or gross square footage) and be responsible for the operations and maintenance of common areas.
- The City of Bainbridge Island or another entity such as the Bainbridge Island Metro Park and Recreation District will fund, develop, and manage the open space independently from the affordable housing components.

Rental Component

The proforma for the Base Case and the recommended alternative assumes 60 units of rental housing and 1 unit for an on-site property manager relying on equity generated by 4% Low Income Housing Tax Credits, a tax-exempt bond supported by rental revenues, and revenues from the sale of for-sale units. Additionally, the City, County, and State will provide grants or fee waivers.

RENTAL COMPONENT – PRELIMINARY SOURCES – BASE CASE (61 UNITS)

	Construction Period	Permanent Period
Permanent Mortgage	-	$4,710,290
Construction Loan	$14,572,656	-
Revenues from For-Sale Units	-	$4,445,985
City of Bainbridge Island Fee Waivers	$844,729	$844,729
Kitsap County HOME	$500,000	$500,000
Kitsap County CDBG	$500,000	$500,000
State Capital Budget Request	$1,000,000	$2,597,052
Investor Equity - Tax Credits - 4%	$600,345	$6,003,451
Developer Contribution	-	$1,006,754
Deferred Developer Fee	-	$139,323
TOTAL SOURCES	**$18,017,729**	**$20,747,584**
	=========	=========

- **Construction Loan ($14.6 million):** During the construction period, the primary source of funding will be a tax-exempt bond-funded construction loan. The proforma assumes a construction loan of approximately $14.6 million at 4.75% interest for a 12-month construction period, 3-month lease-up period and 3-month period to close permanent financing. It is assumed that bonds will be purchased by a financial institution in a private placement transaction.
- **Permanent Mortgage ($4.7 million):** The permanent loans are a combination of tax exempt and taxable loans. The tax-exempt mortgage supported by project rents totals $4.7 million, including $0.6 million that is supported by revenues from 8 project-based vouchers from Housing Kitsap. This loan is underwritten at a 5% interest rate and 35-year amortization.
- **Revenues from For-Sale Units ($4.5 million):** BRIDGE assumed that HRB will develop and sell 30 units to middle-income households earning 140% AMI, generating $4.5

million in surplus revenues that can cross-subsidize the rental component. The actual number of units and income bands served will depend on the rental project's ability to obtain City, County, and State funds. See the "For-Sale Component" section below for detailed assumptions on pricing and target population, including revenues generated under the 100-unit alternative.

- **City of Bainbridge Island Fee Waivers ($845,000):** Based on the City's permit fee schedules, we have budgeted $845,000 for transportation impact fees, water and sewer system participation fees, building permit fees, plan check fees, and subdivision fees. Based on recommendations from the City's Affordable Housing Task Force final report issued in July 2018, we assume the City will work with relevant jurisdictions and agencies to waive these fees for affordable housing projects such as the Suzuki site.
- **Kitsap County HOME ($500,000):** Kitsap County has historically awarded $180,000 to $500,000 of HOME funds per project, including awards over multiple funding cycles. The 2020 CDBG/HOME Policy Plan prioritizes affordable housing serving households earning 50% AMI or below, which is well aligned with the proposed income mix. Given the project's scale, income mix, and support from the City and HRB, we have assumed the maximum award.
- **Kitsap County CDBG ($500,000):** Kitsap County has historically awarded up to $250,000 of Community Development Block Grants (CDBG) for a capital project. The 2020 CDBG/HOME Policy Plan prioritizes affordable housing serving households earning 50% AMI or below, which is well aligned with the proposed income mix. Given the project's scale, income mix, and support from the City and HRB, we assumed the project will receive an award of approximately $500,000 over multiple funding cycles.
- **State Capital Budget Request ($2.6 million):** As discussed in Section II, a State Capital Budget earmark is essential to the project's financial feasibility. State legislators typically have $2 million for capital projects. Most earmarks have been $1 million or less, with priority for innovative projects that serve a special population (e.g. supportive senior housing) but do not align with the priorities of the State Department of Commerce's Housing Trust Fund. Assuming a robust effort by local elected officials, we estimate it may take as long as one to two legislative cycles to receive an appropriation and it will likely consist of multiple earmarks to different components of the project (e.g. for-sale, rental, community building). Under the Base Case, the project has a funding gap and requires a State Capital Budget request of $2.6 million. In the analysis below, BRIDGE also evaluated a 100-unit recommended alternative that only requires $1.2 million in State Capital Budget support.
- **4% Low Income Housing Tax Credit Equity ($6 million):** Total equity raised from federal credits is estimated to be approximately $6 million using a pricing assumption of $0.95 per dollar of credit. We assume that the project will qualify for tax credits via income averaging which allows for units serving households earning up to 80% AMI. 10% of the tax credit equity will be available during the construction phase.
- **Developer Contribution ($1 million):** The developer will maximize its developer fee under Washington State Housing Finance Commission tax credit program guidelines but recontribute $1 million in excess fees back into the project. This unique structure

increases the nominal amount of developer fee and therefore increases the amount of eligible basis and Low Income Housing Tax Credits generated for the project. BRIDGE has utilized this structure for most of its projects in California and is currently funding a Seattle project with a similar approach.

- **Deferred Developer Fee ($140,000):** The developer will contribute $140,000 of its developer fee as a project financing source, with repayment coming from cash flow during the first 12 years of operation.

BRIDGE also evaluated other local and State funding sources that are less aligned with the project's target population. Unless the project changes substantially to serve other populations (e.g. formerly homeless, mentally ill, veterans), the project is unlikely to be competitive for these funding sources.

- **Kitsap County AHGP/HHGP:** Kitsap County awards approximately $250,000 a year through its Affordable Housing Grant Program (AHGP) and has historically prioritized operations and maintenance rather than capital construction. The Homeless Housing Grant Program (HHGP) has awarded $800,000-$1 million each year. Given the project's need for capital funds and target population, we do not believe it will be competitive for either program.
- **State Housing Trust Fund:** The State Department of Commerce manages the Housing Trust Fund. For the 2019 funding cycle, which BRIDGE believes is indicative of future cycles, the fund prioritizes housing for (in order of priority):
    - People with behavioral and chronic mental illness;
    - Veterans;
    - People with developmental disabilities;
    - Farmworkers;
    - Other special needs (e.g. seniors, domestic violence survivors, unaccompanied youth);
    - General low-income populations.

  There is additional preference for homeless populations. Since the project intends to serve the State's lowest priority population, we do not believe the project will be competitive.
- **Federal Home Loan Bank Affordable Housing Program:** The Federal Home Loan Bank of Des Moines, whose district includes Washington State, awards up to $1 million for affordable housing projects. Its 2019 Implementation Plan, which BRIDGE believes is indicative of future cycles, prioritizes funding for projects with 20%+ units serving households earning 50% AMI, 20%+ units for formerly homeless households, 20%+ units serving special needs populations (e.g. seniors, households that are mentally ill or suffer from substance or physical abuse) as well as projects serving Native Americans or farmworkers. Recently funded projects have received at least 59 out of 100 points. In order to be competitive, the City and HRB must significantly revise its target population to include a special population such as formerly homeless in addition to the currently envisioned population of households earning 50% AMI or less and seniors.

For Sale Component

To support a mixed-income community and generate subsidies for the rental component in the Base Case, we assumed that HRB, with support the master developer, will develop 30 units for households earning up to 140% AMI. For-sale units will be developed and sold under HRB's existing homeownership program, which allows residents to purchase the home and lease the underlying land from a community land trust controlled by HRB. While HRB has historically served moderate-income households earning up to 120% AMI, the funding gap of the rental component will require the developed to serve middle-income households earning up to 140% AMI. Below is an illustrative for-sale program. The actual program will depend on units built, income mix, and remaining funding gap for the rental component after City, County, and State resources are committed.

Area Median Income	Annual Income	For-Sale Units	Sales Price
140%	$107,800 (3-person)	10	$514,188
140%	$119,700 (4-person)	20	$572,995
Total Revenues			$16,601,786
Total Costs			$12,155,802
Net Surplus			**$4,445,985**
			=========

BRIDGE estimates that pricing for a townhome will range from $514,000 for a 2-bedroom up to $573,000 for a 3-bedroom, well below the median price of homes on Bainbridge Island. Pricing was established using HRB's homeownership program guidelines, which assumes that households will pay no more than 35% of their annual income for principal and interest (4.25% for a 30-year mortgage with 5% down payment), taxes (0.96% of property value), homeowner association fees ($25/month), ground lease fee ($50/month), repair reserve fee ($50/month), and utilities (based on Kitsap County utility allowance schedule for townhomes).

Due to the challenging of obtaining a State Capital Budget appropriation of $2.6 million for the rental component, BRIDGE also analyzed a 100-unit alternative that allow for 39 for-sale townhomes. The additional 9 units is expected to generate a $5.8 million surplus, reducing the project's funding gap from $2.6 million to $1.2 million, a significantly smaller and more reasonable request for the State Capital Budget.

Area Median Income	Annual Income	For-Sale Units	Sales Price
140%	$107,800 (3-person)	13	$514,188
140%	$119,700 (4-person)	26	$572,995
Total Revenues			$21,582,322
Total Costs			$15,788,099
Net Surplus			**$5,794,223**
			=========

Site plan for the 100-unit recommended alternative; Source: Davis Studio Architecture & Design

Based on our analysis of the 91-unit and 100-unit alternatives, BRIDGE recommends that the City and HRB reassess the Base Case site plan for opportunities to provide additional for-sale units while protecting the open space preserve. Absent an increase in for-sale units, the City and HRB may need to consider serving higher income households, selling market-rate homes, raising philanthropy, or obtaining a larger State appropriation.

Suzuki Site

Financial Feasibility Report & Recommendations

Bainbridge Island City Council

August 27, 2019

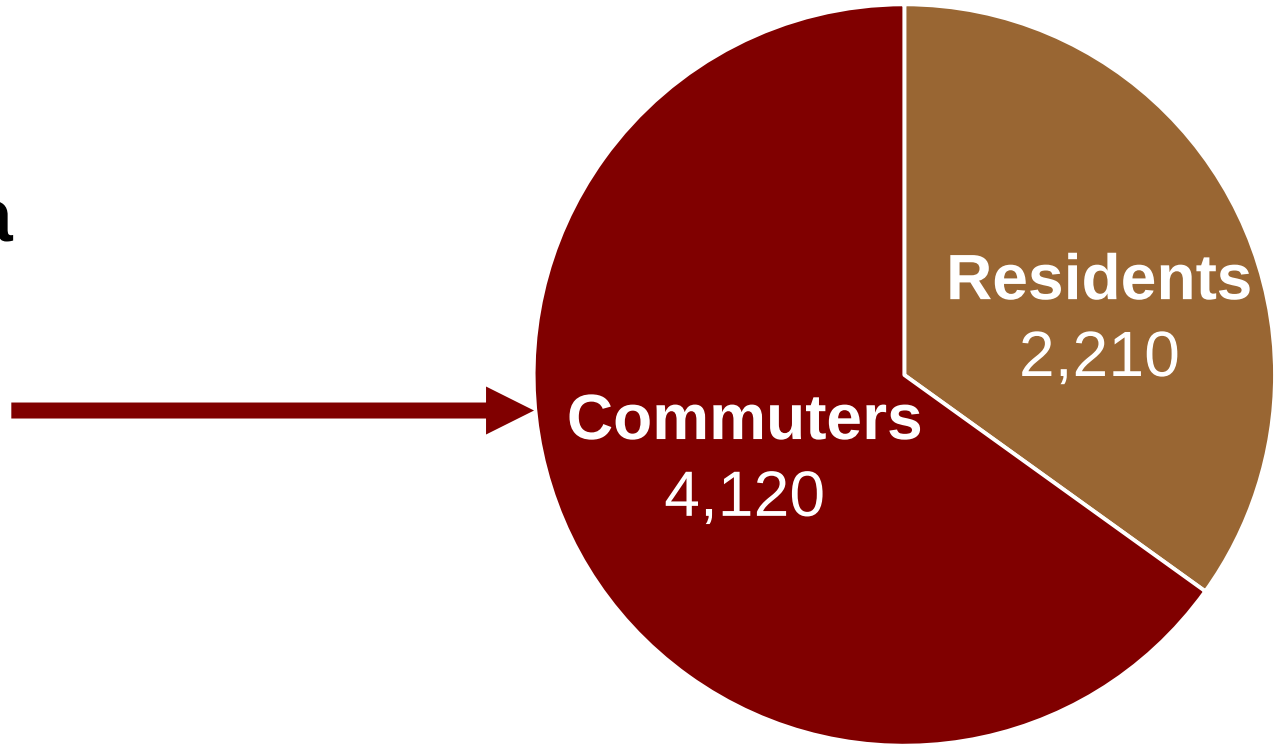
BRIDGE Housing

What is the need?

Poulsbo, Seattle, Bremerton, Kingston, Port Orchard, Tacoma
Current residence

43% vs. **29%**
Of household income spent on housing on Bainbridge Island vs. Kitsap County

Workers on Bainbridge Island



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Source: US Census LED On the Map (2015), Center for Neighborhood Technology Housing and Transportation Index (2017)

Who will we support?

	1 person household	4 person household		Position^	Possible Employer	Maximum Monthly Rent**	Affordable Home Sale Price^^
Rental	50% AMI ($29,950)	50% AMI ($42,750)		Paraeducator, Grocery Store Clerk,	Bainbridge Island School District, Town & Country	$749 – HH(1) $1069 – HH(4)	$85,650 – HH(1) $147,900 – HH(4)
	60% AMI ($35,940)	60% AMI ($51,300)		Line Cook, Barista, Medical Assistant	Island restaurants, Storyville, Virginia Mason	$899 – HH(1) $1,283 – HH(4)	$114,800 – HH(1) $189,500 – HH(4)
	80% AMI ($47,900)	80% AMI ($68,400)		Office Staff/Receptionist	Bainbridge Island School District, dental clinics	$1,138 – HH(1) $1,710 – HH(4)	$173,000 – HH(1) $272,700 – HH(4)
Homeownership	100% AMI ($59,875)	100% AMI ($85,500)		Custodian, Architectural Designer	Bainbridge Island School District, architecture firms	$1,497 – HH(1) $2,138 – HH(4)	$231,250 – HH(1) $355,900 – HH(4)
	120% AMI ($71,850)	120% AMI ($102,600)		Teacher	Independent Island schools	$1,796 – HH(1) $2,565 – HH(4)	$289,500 – HH(1) $439,100 – HH(4)
	150% AMI ($89,813)	150% AMI ($128,250)		Teacher, Lateral Firefighter	BISD, BI Fire Department	$2,245 – HH(1) $3,206 – HH(4)	$376,900 – HH(1) $563,900 – HH(4)

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Salaries gathered by publicly available sources, including record requests and online job postings
Images from the Noun Project (Adnen Kadri, Vectors Market, ProSymbols, Adrien Coquet, b farias, Iconic)

** Based on 30% of income per US HUD guidelines
^^ Based on 35% of income per HRB homeownership program

Who can we serve?

- Potential preference for those who live and/or work in Kitsap County
- Subject to federal fair housing law

Source: Kitsap Daily News, Kitsap Sun, Bainbridge High School

Preliminary analysis from August 6th

	Option 1	Option 2	Option 3	Option 4	Option 4B 100 unit alternative
Rental	35	36	48	60	60
For-Sale	0	18	18	30	39
Manager	1	1	1	1	1
Total	**36**	**55**	**67**	**91**	**100**
City Fee Waivers	$0.6M	$0.6M	$0.7M	$0.8M	$0.8M
County HOME/CDBG	$1.0M	$1.0M	$1.0M	$1.0M	$1.0M
State Capital Budget	$6.0M	$3.4M	$4.1M	$2.6M	$1.2M
Public Subsidies	**$7.6M**	**$5.0M**	**$5.8M**	**$4.4M**	**$3.0M**
Public Subsidies Per Unit	**$217,000**	**$93,000**	**$88,000**	**$49,000**	**$31,000**

Changes in response to community and Council feedback

- Added **$800,000** for City's entitlement costs

- Added for-sale units to enhance feasibility of lower density options
  - **Option 2B:** Same as Option 2, but with 15 additional for-sale units to reduce State request to $2M
  - **Option 3B:** Same as Option 3, but with 19-20 additional for-sale units to reduce State request to $2M
  - **Option 3C:** Same as Option 3B, but with a larger rental project to obtain economy of scale and more favorable tax credit pricing

Options 1, 2, and 3 continue to require significant State subsidy

	Option 1	Option 2	Option 2B	Option 3	Option 3B	Option 3C	Option 4	Option 4B
Rental	35	36	36	48	48	54	60	60
For-Sale	0	18	33	18	37	38	30	39
Manager	1	1	1	1	1	1	1	1
Total	**36**	**55**	**70**	**67**	**86**	**93**	**91**	**100**
Cross-Subsidy from For-Sale	-	$2.6M	$4.9M	$2.6M	$5.5M	$5.7M	$4.4M	$5.8M
Permanent Loan	$2.3M	$2.4M	$2.4M	$3.6M	$3.6M	$4.0M	$4.7M	$4.7M
Low Income Housing Tax Credit	$3.8M	$3.9M	$3.9M	$4.8M	$4.8M	$5.5M	$6.0M	$6.0M
Developer Contribution/Deferred Fee	$0.3M	$0.3M	$0.3M	$0.7M	$0.7M	$1.0M	$1.2M	$1.2M
City Fee Waivers	$0.6M	$0.6M	$0.6M	$0.7M	$0.7M	$0.8M	$0.8M	$0.8M
County HOME / CDBG	$1.0M	$1.0M	$1.0M	$1.0M	$1.0M	$1.0M	$1.0M	$1.0M
State Budget Request	$6.8M	$4.2M	$2.0M	$4.9M	$2.0M	$2.0M	$3.4M	$2.1M
Rental Project Cost	**$14.7M** $420,000/unit	**$15.2M** $421,000/unit	**$15.2M** $421,000/unit	**$18.4M** $383,000/unit	**$18.4M** $383,000/unit	**$19.9M** $370,000/unit	**$21.6M** $360,000/unit	**$21.6M** $360,000/unit
Reasonable State Budget Request?	**No**	**No**	**Yes**	**No**	**Yes**	**Yes**	**Maybe**	**Yes**
Reasonable Public Subsidy?	**$8.4M** $240,000/unit	**$5.9M** $109,000/unit	**$3.6M** $52,000/unit	**$6.6M** $100,000/unit	**$3.7M** $44,000/unit	**$3.8M** $42,000/unit	**$5.3M** $59,000/unit	**$3.9M** $40,000/unit
Economies of Scale/Cost Per Unit?	**No**	**No**	**No**	**Some**	**Some**	**Yes**	**Yes**	**Yes**

BRIDGE Housing

Options 2B and 3B reduce State subsidy but diseconomies of scale will limit developer interest and competitiveness for State funding

	Option 1	Option 2	Option 2B	Option 3	Option 3B	Option 3C	Option 4	Option 4B
Rental	35	36	36	48	48	54	60	60
For-Sale	0	18	33	18	37	38	30	39
Manager	1	1	1	1	1	1	1	1
Total	**36**	**55**	**70**	**67**	**86**	**93**	**91**	**100**
Cross-Subsidy from For-Sale	-	$2.6M	$4.9M	$2.6M	$5.5M	$5.7M	$4.4M	$5.8M
Permanent Loan	$2.3M	$2.4M	$2.4M	$3.6M	$3.6M	$4.0M	$4.7M	$4.7M
Low Income Housing Tax Credit	$3.8M	$3.9M	$3.9M	$4.8M	$4.8M	$5.5M	$6.0M	$6.0M
Developer Contribution/Deferred Fee	$0.3M	$0.3M	$0.3M	$0.7M	$0.7M	$1.0M	$1.2M	$1.2M
City Fee Waivers	$0.6M	$0.6M	$0.6M	$0.7M	$0.7M	$0.8M	$0.8M	$0.8M
County HOME / CDBG	$1.0M	$1.0M	$1.0M	$1.0M	$1.0M	$1.0M	$1.0M	$1.0M
State Budget Request	$6.8M	$4.2M	$2.0M	$4.9M	$2.0M	$2.0M	$3.4M	$2.1M
Rental Project Cost	**$14.7M** $420,000/unit	**$15.2M** $421,000/unit	**$15.2M** $421,000/unit	**$18.4M** $383,000/unit	**$18.4M** $383,000/unit	**$19.9M** $370,000/unit	**$21.6M** $360,000/unit	**$21.6M** $360,000/unit
Reasonable State Budget Request?	**No**	**No**	**Yes**	**No**	**Yes**	**Yes**	**Maybe**	**Yes**
Reasonable Public Subsidy?	**$8.4M** $240,000/unit	**$5.9M** $109,000/unit	**$3.6M** $52,000/unit	**$6.6M** $100,000/unit	**$3.7M** $44,000/unit	**$3.8M** $42,000/unit	**$5.3M** $59,000/unit	**$3.9M** $40,000/unit
Economies of Scale?	**No**	**No**	**No**	**Some**	**Some**	**Yes**	**Yes**	**Yes**

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BRIDGE Housing

Options with 90+ units can deliver more housing with less subsidy

	Option 1	Option 2	Option 2B	Option 3	Option 3B	Option 3C	Option 4	Option 4B
Rental	35	36	36	48	48	54	60	60
For-Sale	0	18	33	18	37	38	30	39
Manager	1	1	1	1	1	1	1	1
Total	**36**	**55**	**70**	**67**	**86**	**93**	**91**	**100**
Cross-Subsidy from For-Sale	-	$2.6M	$4.9M	$2.6M	$5.5M	$5.7M	$4.4M	$5.8M
Permanent Loan	$2.3M	$2.4M	$2.4M	$3.6M	$3.6M	$4.0M	$4.7M	$4.7M
Low Income Housing Tax Credit	$3.8M	$3.9M	$3.9M	$4.8M	$4.8M	$5.5M	$6.0M	$6.0M
Developer Contribution/Deferred Fee	$0.3M	$0.3M	$0.3M	$0.7M	$0.7M	$1.0M	$1.2M	$1.2M
City Fee Waivers	$0.6M	$0.6M	$0.6M	$0.7M	$0.7M	$0.8M	$0.8M	$0.8M
County HOME / CDBG	$1.0M	$1.0M	$1.0M	$1.0M	$1.0M	$1.0M	$1.0M	$1.0M
State Budget Request	$6.8M	$4.2M	$2.0M	$4.9M	$2.0M	$2.0M	$3.4M	$2.1M
Rental Project Cost	**$14.7M** $420,000/unit	**$15.2M** $421,000/unit	**$15.2M** $421,000/unit	**$18.4M** $383,000/unit	**$18.4M** $383,000/unit	**$19.9M** $370,000/unit	**$21.6M** $360,000/unit	**$21.6M** $360,000/unit
Reasonable State Budget Request?	**No**	**No**	**Yes**	**No**	**Yes**	**Yes**	**Maybe**	**Yes**
Reasonable Public Subsidy?	**$8.4M** $240,000/unit	**$5.9M** $109,000/unit	**$3.6M** $52,000/unit	**$6.6M** $100,000/unit	**$3.7M** $44,000/unit	**$3.8M** $42,000/unit	**$5.3M** $59,000/unit	**$3.9M** $40,000/unit
Economies of Scale/Cost Per Unit?	**No**	**No**	**No**	**Some**	**Some**	**Yes**	**Yes**	**Yes**

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BRIDGE Housing

Recommendations

- Approve sufficient density to attract developers and State funding
  - Options 4 and 4B (per motions under consideration)
  - New Option 3C (consistent with the intent of motions under consideration)
- Authorize OPG to proceed with land use and environmental entitlements using preferred option
- Enter into a Development and Disposition Agreement with Housing Resources Bainbridge (HRB)
- Consider potential for local preference in context of conveying property to HRB

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Suzuki Site

Financial Feasibility Report & Recommendations

Bainbridge Island City Council

August 27, 2019

BRIDGE Housing

BUILDING SUSTAINING LEADING

Date: August 21, 2019

To: Phedra Elliott, Executive Director, Housing Resources Bainbridge

From: Kurt Creager, Executive Vice President, BRIDGE Housing Corporation

Re: Addendum and Further Analysis for the Suzuki Affordable Housing Site

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The following materials constitute revisions and refinements to the August, 3, 2019 report and recommendations for the Suzuki affordable housing site. This addendum is in response to the dialogue with and between City Councilmembers for the City of Bainbridge Island (City) at their August 6, 2019 study session. The following material is provided in advance of the public meeting scheduled by the City on August 27, 2019 wherein the two preferred options (91 Units and 100 Units) will be considered for approval. Our areas of refinement and further analysis fall into three broad categories:

1. Whether there is a financially feasible path forward for a project smaller than the 91 unit (Option 4) and 100 unit (Option 4B) options under consideration;
2. A description of financial assumptions underpinning BRIDGE's recommendations; and
3. Whether and how a preference policy might be applied to the project and its consistency with Federal fair housing law.

I. FINANCIAL FEASIBILITY OF SMALLER PROJECT

Option 4 and 4B were deemed financially feasible based on the evidence and assumptions contained in the August 3 report and recommendations. In response to concerns expressed over density by representatives of the adjacent Commodore, Commodore West, and North Town Woods neighborhoods and by some members of the City Council, BRIDGE reviewed the assumptions and developed three new options that increases the ratio of for-sale units to generate more cross-subsidy for the rental units and thereby minimize the need for a State capital budget request:

- Option 2B: Same as Option 2, but with 15 additional for-sale units to reduce State request to $2M
- Option 3B: Same as Option 3, but with 19-20 additional for-sale units to reduce State request to $2M
- Option 3C: Same as Option 3B, but with a larger rental project to obtain economy of scale and more favorable tax credit pricing

In addition, all options were updated to include the $800,000 budgeted by the City of Bainbridge Island for land use and environmental entitlement work to be undertaken by the Olympic Property Group.

At the City Council study session, councilmembers and neighborhood representatives also raised concerns about the setbacks to the wildlife corridor and from New Brooklyn Road, traffic, parking, and surface water management. While these concerns do not directly impact the financial feasibility of the project unless the net development density is reduced nor are they part of BRIDGE Housing's scope of work, they will be addressed by the environmental assessment being undertaken on behalf of the City by Olympic Property Group.

The following table summarizes the updated financial feasibility analysis for all eight development options.

	Option 1	Option 2	Option 2B	Option 3	Option 3B	Option 3C	Option 4	Option 4B
Rental	35	36	36	48	48	54	60	60
For-Sale	0	18	33	18	37	38	30	39
Manager	1	1	1	1	1	1	1	1
Total	**36**	**55**	**70**	**67**	**86**	**93**	**91**	**100**
Cross-Subsidy from For-Sale	-	$2.6M	$4.9M	$2.6M	$5.5M	$5.7M	$4.4M	$5.8M
Permanent Loan	$2.3M	$2.4M	$2.4M	$3.6M	$3.6M	$4.0M	$4.7M	$4.7M
Low Inc. Housing Tax Credit	$3.8M	$3.9M	$3.9M	$4.8M	$4.8M	$5.5M	$6.0M	$6.0M
Dev. Contribution/Deferred Fee	$0.3M	$0.3M	$0.3M	$0.7M	$0.7M	$1.0M	$1.2M	$1.2M
City Fee Waivers	$0.6M	$0.6M	$0.6M	$0.7M	$0.7M	$0.8M	$0.8M	$0.8M
County HOME / CDBG	$1.0M	$1.0M	$1.0M	$1.0M	$1.0M	$1.0M	$1.0M	$1.0M
Funding Gap / State Budget Req.	$6.8M	$4.2M	$2.0M	$4.9M	$2.0M	$2.0M	$3.4M	$2.1M
Rental Project Cost Total and Per unit	**$14.7M** $420,000	**$15.2M** $421,000	**$15.2M** $421,000	**$18.4M** $383,000	**$18.4M** $383,000	**$19.9M** $370,000	**$21.6M** $360,000	**$21.6M** $360,000
Reasonable State Budget Req.?	**No**	**No**	**Yes**	**No**	**Yes**	**Yes**	**Maybe**	**Yes**
Reasonable Public Subsidy? Total and Per Unit	**$8.4M** $240,000	**$5.9M** $109,000	**$3.6M** $52,000	**$6.6M** $100,000	**$3.7M** $44,000	**$3.8M** $42,000	**$5.3M** $59,000	**$3.9M** $40,000
Economies of Scale/Cost Per Unit?	**No**	**No**	**No**	**Some**	**Some**	**Yes**	**Yes**	**Yes**

Based on a comparison of the eight development options, we conclude that:

- **Each for-sale unit generates $140,000-$150,000 in cross-subsidy for the rental units** assuming the Housing Resources Bainbridge (HRB) controls the land through a leasehold or fee simple title interest. Increasing for-sale units helps reduce the State budget request and enhances the feasibility of lower density options.

- **Smaller projects require more public subsidy on a per unit basis**. For example, a project with 100 permanently affordable homes (Option 4B) requires approximately the same amount of subsidy as a 70 unit project (Option 2B). Our calculation of the public subsidy does not include the value of the land donation by the City (because BRIDGE is not party to the current appraised value) which would make the subsidy per unit even more pronounced.

- **Options 1, 2, and 3 remain infeasible due to a significant funding gap and State budget request.**

- **Option 4 has become less feasible due to the additional $800,000 in City entitlement costs and the need for a larger State capital budget request**. The amount of State request required by Option 4 increased from $2.6 to $3.4 million, which is much higher than historical budget requests. Option 4B's request also increased from $1.2 to $2.1 million, but this is still in line with past State budget requests.

- **New Option 2B at 70 total units (36 rental, 33 for sale and 1 manager unit) is too small to effectively compete for state resources and too small to be financially sustainable**. It would be professionally irresponsible for BRIDGE to assert that a project of this size is feasible if it relies on Low Income Housing Tax Credits and tax exempt bonds as an essential part of the capital stack. The size of the project also reduces developer interest and the pool of potential partners for the City and HRB. See section below for a detailed explanation.

- **New Option 3B at 86 total units (48 rental, 37 for sale and 1 manager unit) is more likely to succeed compared to Option 4 but still may not effectively compete for State resources.** Option 3B reduces reliance on State capital funding by filling the gap with for-sale proceeds. However, the small size of the rental project still raises questions of whether it can effectively compete for Private Activity Bond Cap. Being twenty percent (20%) smaller than Option 4, fewer people in need of affordable rental housing will be served over time on the same land parcel.

- **New Option 3C at 93 total units (54 rental, 38 for sale and 1 manager unit) is less dense than Option 4B, compares favorably in terms of subsidy per unit, and will compete effectively for State resources**. This option is postulated as an option to achieve economic performance similar to 4B and compete effectively for Private Activity Bond Cap from the State. Compared to 4B, Option 3C would also allow for a reduction in

the height of units on New Brooklyn Road from 3 to 2 stories which may appeal to some neighbors. These two story rental buildings would not include the ground floor Accessory Dwelling Units (ADUs), reducing somewhat the amount of handicapped accessible or adaptable units. Nonetheless, the rental housing of this project exceeds State standards for accessibility in any event. Single family homeownership is exempt from any stipulated accessibility requirement.

II. FINANCIAL ASSUMPTIONS UNDERPINNING BRIDGE'S RECOMMENDATIONS

A PDF of the financial model for the Suzuki Site is attached as background to support our conclusions and recommendations.

Much weight and consideration in the report and this addendum is placed on the ability of the project developer to attract Private Activity Bond Cap (Bond Cap) for the rental component. Since the mid-1980s, each state has received an allocation of Bond Cap and may distribute the resource to uses authorized by Congress according to a State plan. Since its inception in 1984, Washington State has received over $13 billion in Bond Cap. The Department of Commerce administers the Bond Cap program in Washington State which, in 2018, made available approximately $778 million in resources available for eligible uses. Of the total Bond Cap, housing is apportioned 32 percent (increased by the Legislature in 2017 to 42 percent, beginning with the 2018 allocation year). Eighty percent (80%) of this housing apportionment is allocated to the Washington State Housing Finance Commission (WSHFC) and twenty percent (20%) is allocated to Local Housing Authorities.[1]

Based on these formulas, approximately $265.8 million is available from WSHFC and $66.5 million is available from LHAs for distribution for affordable housing projects each year. In some years, additional funding is available from other Bond Cap categories that have remainders available at the end of the year which is then re-pooled by WSHFC for distribution for housing placed on a waiting list should additional Bond Cap become available.

The Bond Cap Program is oversubscribed which has resulted in a competitive process in which WSHFC selects projects based on established public policy criteria. In 2019, the WSHFC received applications for three times as much Bond Cap as what was available. As of May 2019, WSHFC reportedly received Bond Cap applications for $731.7 million in Bond Cap for over 4,400 units of additional housing.[2]

In 2019, only two (2) projects under 100 units were funded in Washington State and they ranged from 90 to 95 units.[3] The propensity for larger projects is in large part due to the transaction costs (e.g. legal fees and the cost of syndicating tax credits). Larger projects can

[1] For a complete report on the life to date performance of the Bond Cap program, please refer to "Johnson, Allen & Green-Taylor, Liz Bond Cap Allocation Program; the 2018 Biennial Policy Report and Activity Summary Washington State Department of Commerce, June 2018."

[2] Bond/Tax Credit Allocation Round Washington State Housing Finance Commission, May 31, 2019.

[3] Ibid; Pioneer Human Services' Belmont 1 Project & Human Good's Filipino Village in Seattle

attain economies of scale and developers can distribute the transaction costs over more units thereby creating more economies of scale.

While it is possible that projects of 50 or fewer units could receive funding and sometimes have received funding in the past, it is not probable as shown in the projects chosen last year for the reasons stated above (e.g. transaction costs, inability to achieve economies of scale). Moreover, from year to year, the pool of applicants and WSHFC's selection criteria are subject to change, making the selection process difficult to predict accurately.

III. PREFERENCE POLICY AND FEDERAL FAIR HOUSING REQUIREMENTS

During City Council deliberations at the August 6, 2019 study session, there were several questions about how and whether a preference policy could be applied to benefit certain populations. Neighborhood groups adjoining the Suzuki Site advocated in writing for public employees priced out of the local market.

Preferences have been used by BRIDGE Housing in California (particularly for sites owned by local school districts) and by Kurt Creager, EVP of BRIDGE, in his professional capacity as Director of the Portland Housing Bureau and on the board of the Housing and Development Law Institute in Washington D.C. for 19 years. The statements below are based on BRIDGE and Kurt Creager's professional experience and do not represent a legal opinion. We recommend the City and HRB consult with an attorney to consider the following:

- Kitsap County and Housing Kitsap should be consulted early in the policy and program development process because some of the resources they may contribute to this project are federal funds which carry specific requirements.

- If Kitsap County is amenable to supporting a local preference on Bainbridge Island through the use of Community Development Block Grant (CDBG) funds and HOME Investment Partnership Act (HOME) funds, then they will need to include a provision in their Consolidated Plan to enable this policy change. This plan is subject to review and approval by the U.S. Department of Housing and Urban Development (HUD).

- Likewise, Housing Kitsap's Administrative Plan and Procedures for their Housing Choice Voucher Program (Section 8) needs to describe how the Project Based Rental Assistance (PBRA) vouchers could be granted to people living in units which fill vacancies using a preference policy. This plan is also subject to review and approval by HUD.

- The largest possible market area should be used when crafting such a policy to avoid legal risk and exposure for fair housing violations including claims that policies have a disparate (facially unintentional) impact on protected classes, especially people with disabilities or ethnic and/or racial minorities. Therefore, a preference policy tailored to Bainbridge Island would likely be deemed discriminatory if it reinforces patterns of racial

segregation. A county-wide preference policy, would be more likely to withstand legal scrutiny because the ethnic diversity of the County is more varied than that of the City.

- Based on HRB data, many public employees are better compensated than many people who work on the Island but cannot afford to live on the Island. The proposed 2019-2020 City of Bainbridge Island budget estimates the salary of proposed new municipal police officers at $112,500. The proposed rental housing is structured so that 75% of the units serves households with incomes at or less than 50% of the Area Median (AMI) income ($42,750 per year for a household of four) and the remaining 25% of units for households earning up to 80% of AMI ($68,400 per year for a household of four).

- According to the U.S. Census,[4] over 4,120 people work on Bainbridge Island and live elsewhere while 2,210 live and work on Bainbridge Island. The City's municipal workforce in the proposed 2019-2020 budget consists of 125.9 Full Time Equivalent (FTE) employees or 0.02% of the Island total workforce. Without doing an evaluation of the on-Island municipal workforce, it is difficult to ascertain the level of racial and ethnic diversity within the City compared to Kitsap County. However, if the municipal workforce was found to be less diverse that that of the Kitsap County general population, then the City and the developer of the Suzuki site could be exposed to a potential fair housing violation under disparate impact case law.

- Based on the forgoing, a policy which grants a preference to people in rental housing at the Suzuki Site from low income households from throughout Kitsap County could be structured in compliance with Federal fair housing laws.

- It may also be possible to structure an opportunity for municipal workers to acquire homes with the understanding that: 1) the units receive no subsidy from state or federal sources and; 2) subject to ratification that the municipal workforce emulates that of the County as a whole racially and ethnically. If not, inclusion of School District Employees and other public employees may help alleviate the potential for a disparate impact claim. The largest preference group possible will help alleviate the potential for fair housing claims and legal risk to the parties at interest.

In conclusion, BRIDGE Housing will be available to respond to questions at the August 27, 2019 City Council meeting. We appreciate the opportunity to assist the City Council work through its policy choices and to advance one of its stated priorities for the year – the development of the Suzuki site for affordable housing. It is a singular opportunity to make a difference in a highly desirable location and BRIDGE is honored to be of assistance to the City and community.

[4] U.S. Census LED On the Map; 2015

Bainbridge Island - Suzuki Site
Rental Component - Option 1

Assumptions

Total Site Area (Acres)	210,089	s.f.	4.82	acres	Density (Units per Acre):	7 DUAC	
Total Number of Units (Affordable)	35						

Gross Building Area	34,040
Residential Net Area	30,540

A. DEVELOPMENT BUDGET SUMMARY

Description	Total Amount	Per Rental Unit	Per Resid. NSF	Per Resid GSF
Acquisition & Related	$825,000	$23,571	$27.01	$24.24
Holding Costs	$0	$0	$0.00	$0.00
subtotal	**$825,000**	**$23,571**	**$27.01**	**$24.24**
Construction	$7,829,200	$223,691	$256.36	$230.00
Offsites	$0	$0	$0.00	$0.00
Furnishings and Equipment	$60,000	$1,714	$1.96	$1.76
Hard Cost Contingency	$587,190	$16,777	$19.23	$17.25
subtotal	**$8,476,390**	**$242,183**	**$277.55**	**$249.01**
Architecture/Engineering	$1,550,000	$44,286	$50.75	$45.53
Permits and Fees	$614,904	$17,569	$20.13	$18.06
Construction Loan Interest/Fees	$690,267	$19,722	$22.60	$20.28
Bond Cost of Issuance	$155,049	$4,430	$5.08	$4.55
Permanent Loan Fees/Costs (Incl. In Bond COI)	$0	$0	$0.00	$0.00
Legal	$90,000	$2,571	$2.95	$2.64
Appraisal/Market Study	$15,000	$429	$0.49	$0.44
Marketing/Lease-up	$110,000	$3,143	$3.60	$3.23
Title/Audit/Cost Certification	$60,000	$1,714	$1.96	$1.76
Insurance	$70,103	$2,003	$2.30	$2.06
Property Taxes	$0	$0	$0.00	$0.00
Soft Cost Contingency and Reserves	$225,317	$6,438	$7.38	$6.62
subtotal	**$3,580,640**	**$102,304**	**$117.24**	**$105.19**
Syndication Costs	$165,217	$4,720	$5.41	$4.85
Developer Fee (Incl. Contribution to Project)	$1,666,179	$47,605	$54.56	$48.95
TOTAL DEVELOPMENT COSTS	**$14,713,426**	**$420,384**	**$481.78**	**$432.24**
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B. SOURCES AND USES

			Construction Period	Permanent Period
Sources of Funds				
Permanent Mortgage				$1,811,293
Permanent Mortgage - PBV Tranche				$441,584
Construction Loan		77%	$9,947,037	$0
City of Bainbridge Island Fee Waivers	$	17,569	$614,904	$614,904
Kitsap County HOME	$	14,286	$500,000	$500,000
Kitsap County CDBG	$	14,286	$500,000	$500,000
Kitsap County AHGP/HHGP	$	-	$0	$0
State Capital Budget Request	$	194,565	$1,000,000	$6,809,787
State Housing Trust Fund	$	-	$0	$0
FHLB AHP	$	-	$0	$0
Revenues from For-Sale Units	$	-	$0	$0
Investor Equity - Tax Credits - 4%			$376,968	$3,769,680
Developer Contribution			$0	$257,505
Deferred Developer Fee			$0	$8,673
TOTAL SOURCES			**$12,938,909**	**$14,713,426**
Uses of Funds				
Acquisition			$825,000	$825,000
Construction			$8,476,390	$8,476,390
Off-Site Improvements			$0	$0
A/E, Permits			$2,164,904	$2,164,904
Indirect Expenses			$335,103	$345,103
Financing and Carry Costs			$845,316	$845,316
Other (Prop. taxes + Soft Cost Contingency)			$126,979	$225,317
Developer Fee + Syndication Costs			$165,217	$1,831,396
TOTAL USES			**$12,938,909**	**$14,713,426**
NET SURPLUS(SHORTFALL)			$0	$0
PUBLIC SUBSIDIES		$240,705		**$8,424,691**

C. FINANCING ASSUMPTIONS

CONSTRUCTION LOAN	
Lender:	TBD
Loan Amount:	$9,947,037
Loan Term:	18 mos
Note Rate:	4.75%
> 50% Basis plus land?	**72.1%**
PERMANENT DEBT	
Lender:	TBD
Loan Amount:	$1,811,293
Loan Term:	35
Note Rate:	5.00%
Payment (annual):	$110,619
DCR:	1.30
PERMANENT DEBT - PBV TRANCHE	
Lender:	TBD
Loan Amount:	$441,584
Loan Term:	35
Note Rate:	5.00%
Payment (annual):	$26,968
DCR:	1.30
INVESTOR EQUITY - FEDERAL CREDIT	
Net Rate	0.90
Net Pay-in	$3,769,680
Initial Pay-in	$376,968
Credit Rate	3.23%
Annual Federal Credits	$418,895

D. FIVE YEAR CASH FLOW

Description		2023	2024	2025	2026	2027
Tenant Rental Income - Affordable	2.00%	$414,302	$422,588	$431,040	$439,661	$448,454
Tenant Rental Income - PBV	2.00%	$36,904	$37,642	$38,395	$39,163	$39,946
Tenant Rental Income - Market	3.00%	$0	$0	$0	$0	$0
Rental Income - Commercial	3.00%	$0	$0	$0	$0	$0
Misc. Income	2.00%	$6,300	$6,426	$6,555	$6,686	$6,819
Gross Scheduled Income		**$457,506**	**$466,656**	**$475,989**	**$485,509**	**$495,219**
less Vacancy/Collection Loss - Residential	5.00%	($22,875)	($23,333)	($23,799)	($24,275)	($24,761)
less Vacancy/Collection Loss - Comm	5.00%	$0	$0	$0	$0	$0
Effective Gross Income		**$434,631**	**$443,323**	**$452,190**	**$461,234**	**$470,458**
less Operating Expenses Residential	3.00%	($198,000)	($203,940)	($210,058)	($216,360)	($222,851)
less Operating Expenses Commercial	3.00%	$0	$0	$0	$0	$0
less Resident Services	3.00%	($40,000)	($41,200)	($42,436)	($43,709)	($45,020)
less Property Taxes	1.00%	$0	$0	$0	$0	$0
less Replacement Reserves	3.00%	($12,250)	($12,618)	($12,996)	($13,386)	($13,787)
less WSHFC TEB Admin Fee	0.00%	($3,943)	($3,943)	($3,943)	($3,943)	($3,943)
less WSHFC Compliance Monitoring Fee	0.00%	($1,575)	($1,575)	($1,575)	($1,575)	($1,575)
Net Operating Income		**$178,863**	**$180,048**	**$181,182**	**$182,261**	**$183,282**
Total Hard Debt Payments		($137,587)	($137,587)	($137,587)	($137,587)	($137,587)
Distributable Cash Flow		**$41,276**	**$42,461**	**$43,595**	**$44,674**	**$45,695**
less PM, AM Fees & Add'l Rep Reserve		($40,000)	($41,000)	($42,025)	($43,076)	($44,153)
Net Cash Flow		**$1,276**	**$1,461**	**$1,570**	**$1,598**	**$1,543**
Cash Flow Distribution						
Deferred Developer Fee	$8,673	$1,276	$1,461	$1,570	$1,598	$1,543
Incentive Management Fee to GP	50%	$0	$0	$0	$0	$0
Pari-Passu to Other Soft Lenders	50%	$0	$0	$0	$0	$0
Debt Coverage Ratio		**1.30**	**1.31**	**1.32**	**1.32**	**1.33**

E. ANNUAL OPERATING EXPENSES

Operating Expense	$5,500	per unit per year
Resident Services	$40,000	per year

F. UNIT MIX AND RENTS

	50%	80%	Total (%)
1 Bedroom 1 Bath			
#	18	0	**18**
Net Rent	$751	$1,232	**51%**
2 Bedroom 1 Bath			
#	5	5	**10**
Net Rent	$895	$1,472	**29%**
3 Bedroom 2 Bath			
#	4	3	**7**
Net Rent	$1,026	$1,693	**20%**
Total	**27**	**8**	**35**
(%)	**77%**	**23%**	**100%**
% of Affordable	**77%**	**23%**	**100%**

Bainbridge Island - Suzuki Site
Rental Component - Option 2

Assumptions

Total Site Area (Acres)	210,089	s.f.	4.82	acres	Density (Units per Acre):	7 DUAC	
Total Number of Units (Affordable)	36						

Gross Building Area	35,415
Residential Net Area	31,915

A. DEVELOPMENT BUDGET SUMMARY

Description	Total Amount	Per Rental Unit	Per Resid. NSF	Per Resid GSF
Acquisition & Related	$825,000	$22,917	$25.85	$23.30
Holding Costs	$0	$0	$0.00	$0.00
subtotal	**$825,000**	**$22,917**	**$25.85**	**$23.30**
Construction	$8,145,450	$226,263	$255.22	$230.00
Offsites	$0	$0	$0.00	$0.00
Furnishings and Equipment	$60,000	$1,667	$1.88	$1.69
Hard Cost Contingency	$610,909	$16,970	$19.14	$17.25
subtotal	**$8,816,359**	**$244,899**	**$276.24**	**$248.94**
Architecture/Engineering	$1,550,000	$43,056	$48.57	$43.77
Permits and Fees	$624,097	$17,336	$19.55	$17.62
Construction Loan Interest/Fees	$711,129	$19,754	$22.28	$20.08
Bond Cost of Issuance	$158,023	$4,390	$4.95	$4.46
Permanent Loan Fees/Costs (Incl. In Bond COI)	$0	$0	$0.00	$0.00
Legal	$90,000	$2,500	$2.82	$2.54
Appraisal/Market Study	$15,000	$417	$0.47	$0.42
Marketing/Lease-up	$110,000	$3,056	$3.45	$3.11
Title/Audit/Cost Certification	$60,000	$1,667	$1.88	$1.69
Insurance	$72,733	$2,020	$2.28	$2.05
Property Taxes	$0	$0	$0.00	$0.00
Soft Cost Contingency and Reserves	$229,894	$6,386	$7.20	$6.49
subtotal	**$3,620,876**	**$100,580**	**$113.45**	**$102.24**
Syndication Costs	$166,037	$4,612	$5.20	$4.69
Developer Fee (Incl. Contribution to Project)	$1,722,594	$47,850	$53.97	$48.64
TOTAL DEVELOPMENT COSTS	**$15,150,866**	**$420,857**	**$474.73**	**$427.81**
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B. SOURCES AND USES

Sources of Funds			Construction Period	Permanent Period
Permanent Mortgage				$1,978,558
Permanent Mortgage - PBV Tranche				$441,584
Construction Loan		77%	$10,302,515	$0
City of Bainbridge Island Fee Waivers	$	17,336	$624,097	$624,097
Kitsap County HOME	$	13,889	$500,000	$500,000
Kitsap County CDBG	$	13,889	$500,000	$500,000
Kitsap County AHGP/HHGP	$	-	$0	$0
State Capital Budget Request	$	117,875	$1,000,000	$4,243,494
State Housing Trust Fund	$	-	$0	$0
FHLB AHP	$	-	$0	$0
Revenues from For-Sale Units	$	73,565	$0	$2,648,334
Investor Equity - Tax Credits - 4%			$389,220	$3,892,205
Developer Contribution			$0	$262,480
Deferred Developer Fee			$0	$60,114
TOTAL SOURCES			**$13,315,832**	**$15,150,866**
Uses of Funds				
Acquisition			$825,000	$825,000
Construction			$8,816,359	$8,816,359
Off-Site Improvements			$0	$0
A/E, Permits			$2,174,097	$2,174,097
Indirect Expenses			$337,733	$347,733
Financing and Carry Costs			$869,152	$869,152
Other (Prop. taxes + Soft Cost Contingency)			$127,455	$229,894
Developer Fee + Syndication Costs			$166,037	$1,888,631
TOTAL USES			**$13,315,832**	**$15,150,866**
NET SURPLUS(SHORTFALL)			$0	$0
PUBLIC SUBSIDIES		$108,659		**$5,867,591**

C. FINANCING ASSUMPTIONS

CONSTRUCTION LOAN	
Lender:	TBD
Loan Amount:	$10,302,515
Loan Term:	18 mos
Note Rate:	4.75%
> 50% Basis plus land?	**72.5%**
PERMANENT DEBT	
Lender:	TBD
Loan Amount:	$1,978,558
Loan Term:	35
Note Rate:	5.00%
Payment (annual):	$120,834
DCR:	1.30
PERMANENT DEBT - PBV TRANCHE	
Lender:	TBD
Loan Amount:	$441,584
Loan Term:	35
Note Rate:	5.00%
Payment (annual):	$26,968
DCR:	1.30
INVESTOR EQUITY - FEDERAL CREDIT	
Net Rate	0.90
Net Pay-in	$3,892,205
Initial Pay-in	$389,220
Credit Rate	3.23%
Annual Federal Credits	$432,510

D. FIVE YEAR CASH FLOW

Description		2023	2024	2025	2026	2027
Tenant Rental Income - Affordable	2.00%	$434,614	$443,306	$452,172	$461,216	$470,440
Tenant Rental Income - PBV	2.00%	$36,904	$37,642	$38,395	$39,163	$39,946
Tenant Rental Income - Market	3.00%	$0	$0	$0	$0	$0
Rental Income - Commercial	3.00%	$0	$0	$0	$0	$0
Misc. Income	2.00%	$6,480	$6,610	$6,742	$6,877	$7,014
Gross Scheduled Income		**$477,998**	**$487,558**	**$497,309**	**$507,255**	**$517,400**
less Vacancy/Collection Loss - Residential	5.00%	($23,900)	($24,378)	($24,865)	($25,363)	($25,870)
less Vacancy/Collection Loss - Comm	5.00%	$0	$0	$0	$0	$0
Effective Gross Income		**$454,098**	**$463,180**	**$472,444**	**$481,893**	**$491,530**
less Operating Expenses Residential	3.00%	($203,500)	($209,605)	($215,893)	($222,370)	($229,041)
less Operating Expenses Commercial	3.00%	$0	$0	$0	$0	$0
less Resident Services	3.00%	($40,000)	($41,200)	($42,436)	($43,709)	($45,020)
less Property Taxes	1.00%	$0	$0	$0	$0	$0
less Replacement Reserves	3.00%	($12,600)	($12,978)	($13,367)	($13,768)	($14,181)
less WSHFC TEB Admin Fee	0.00%	($4,235)	($4,235)	($4,235)	($4,235)	($4,235)
less WSHFC Compliance Monitoring Fee	0.00%	($1,620)	($1,620)	($1,620)	($1,620)	($1,620)
Net Operating Income		**$192,143**	**$193,542**	**$194,892**	**$196,190**	**$197,432**
Total Hard Debt Payments		($147,802)	($147,802)	($147,802)	($147,802)	($147,802)
Distributable Cash Flow		**$44,341**	**$45,740**	**$47,090**	**$48,388**	**$49,630**
less PM, AM Fees & Add'l Rep Reserve		($40,000)	($41,000)	($42,025)	($43,076)	($44,153)
Net Cash Flow		**$4,341**	**$4,740**	**$5,065**	**$5,312**	**$5,478**
Cash Flow Distribution						
Deferred Developer Fee	$60,114	$4,341	$4,740	$5,065	$5,312	$5,478
Incentive Management Fee to GP	50%	$0	$0	$0	$0	$0
Pari-Passu to Other Soft Lenders	50%	$0	$0	$0	$0	$0
Debt Coverage Ratio		**1.30**	**1.31**	**1.32**	**1.33**	**1.34**

E. ANNUAL OPERATING EXPENSES

Operating Expense	$5,500	per unit per year
Resident Services	$40,000	per year

F. UNIT MIX AND RENTS

	50%	80%	Total (%)
1 Bedroom 1 Bath			
#	18	0	**18**
Net Rent	$751	$1,232	**50%**
2 Bedroom 1 Bath			
#	5	5	**10**
Net Rent	$895	$1,472	**28%**
3 Bedroom 2 Bath			
#	4	4	**8**
Net Rent	$1,026	$1,693	**22%**
Total	**27**	**9**	**36**
(%)	**75%**	**25%**	**100%**
% of Affordable	**75%**	**25%**	**100%**

Bainbridge Island - Suzuki Site
For-Sale Component - Option 2

Assumptions		**2BR**	**3BR**	**Total**
Product Mix		6	12	18
% Mix		33%	67%	100%
# Bedrooms		2	3	12
Square Footage		1,000	1,300	21,600
Sales Price/Area Median Income				
140%		$514,188	$572,995	$9,961,072
TOTAL NET REVENUES				**$9,961,072**
Project Costs		**Per Unit**	**Per Unit**	**Total**
Land		$0	$0	$0
Site Work Costs/Utilities	$30	$30,000	$39,000	$648,000
Building Hard Costs	$200	$200,000	$260,000	$4,320,000
Architecture and Engineering	2.5%	$5,750	$7,475	$124,200
City Permits and Fees		$0	$0	$0
Selling Expenses	5.0%	$25,709	$28,650	$498,054
Admin / Insurance	3.0%	$15,426	$17,190	$298,832
Real Estate Excise Tax	1.78%	$9,153	$10,199	$177,307
Legal / Accounting / Consultants		$2,500	$2,500	$45,000
Construction Loan Fees/Costs		$6,083	$6,083	$109,488
Construction Loan Interest	4.75%	$10,923	$10,923	$196,616
Contingency	7.5%	$26,740	$26,740	$481,312
Developer Fee	6.0%	$22,996	$22,996	$413,929
TOTAL COSTS		$355,279	$431,755	$7,312,738
NET SURPLUS(SHORTFALL)		$158,909	$141,240	$2,648,334

Bainbridge Island - Suzuki Site
Rental Component - Option 2B

Assumptions

Total Site Area (Acres)	210,089	s.f.	4.82	acres	Density (Units per Acre):	7 DUAC	
Total Number of Units (Affordable)	36						

Gross Building Area	35,415
Residential Net Area	31,915

A. DEVELOPMENT BUDGET SUMMARY

Description	Total Amount	Per Rental Unit	Per Resid. NSF	Per Resid GSF
Acquisition & Related	$825,000	$22,917	$25.85	$23.30
Holding Costs	$0	$0	$0.00	$0.00
subtotal	**$825,000**	**$22,917**	**$25.85**	**$23.30**
Construction	$8,145,450	$226,263	$255.22	$230.00
Offsites	$0	$0	$0.00	$0.00
Furnishings and Equipment	$60,000	$1,667	$1.88	$1.69
Hard Cost Contingency	$610,909	$16,970	$19.14	$17.25
subtotal	**$8,816,359**	**$244,899**	**$276.24**	**$248.94**
Architecture/Engineering	$1,550,000	$43,056	$48.57	$43.77
Permits and Fees	$624,097	$17,336	$19.55	$17.62
Construction Loan Interest/Fees	$711,129	$19,754	$22.28	$20.08
Bond Cost of Issuance	$158,023	$4,390	$4.95	$4.46
Permanent Loan Fees/Costs (Incl. In Bond COI)	$0	$0	$0.00	$0.00
Legal	$90,000	$2,500	$2.82	$2.54
Appraisal/Market Study	$15,000	$417	$0.47	$0.42
Marketing/Lease-up	$110,000	$3,056	$3.45	$3.11
Title/Audit/Cost Certification	$60,000	$1,667	$1.88	$1.69
Insurance	$72,733	$2,020	$2.28	$2.05
Property Taxes	$0	$0	$0.00	$0.00
Soft Cost Contingency and Reserves	$229,894	$6,386	$7.20	$6.49
subtotal	**$3,620,876**	**$100,580**	**$113.45**	**$102.24**
Syndication Costs	$166,037	$4,612	$5.20	$4.69
Developer Fee (Incl. Contribution to Project)	$1,722,594	$47,850	$53.97	$48.64
TOTAL DEVELOPMENT COSTS	**$15,150,866**	**$420,857**	**$474.73**	**$427.81**
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B. SOURCES AND USES

Sources of Funds			Construction Period	Permanent Period
Permanent Mortgage				$1,978,558
Permanent Mortgage - PBV Tranche				$441,584
Construction Loan		77%	$10,302,515	$0
City of Bainbridge Island Fee Waivers	$	17,336	$624,097	$624,097
Kitsap County HOME	$	13,889	$500,000	$500,000
Kitsap County CDBG	$	13,889	$500,000	$500,000
Kitsap County AHGP/HHGP	$	-	$0	$0
State Capital Budget Request	$	55,456	$1,000,000	$1,996,431
State Housing Trust Fund	$	-	$0	$0
FHLB AHP	$	-	$0	$0
Revenues from For-Sale Units	$	135,983	$0	$4,895,398
Investor Equity - Tax Credits - 4%			$389,220	$3,892,205
Developer Contribution			$0	$262,480
Deferred Developer Fee			$0	$60,114
TOTAL SOURCES			**$13,315,832**	**$15,150,866**
Uses of Funds				
Acquisition			$825,000	$825,000
Construction			$8,816,359	$8,816,359
Off-Site Improvements			$0	$0
A/E, Permits			$2,174,097	$2,174,097
Indirect Expenses			$337,733	$347,733
Financing and Carry Costs			$869,152	$869,152
Other (Prop. taxes + Soft Cost Contingency)			$127,455	$229,894
Developer Fee + Syndication Costs			$166,037	$1,888,631
TOTAL USES			**$13,315,832**	**$15,150,866**
NET SURPLUS(SHORTFALL)			$0	$0
PUBLIC SUBSIDIES		$52,471		**$3,620,527**

C. FINANCING ASSUMPTIONS

CONSTRUCTION LOAN	
Lender:	TBD
Loan Amount:	$10,302,515
Loan Term:	18 mos
Note Rate:	4.75%
> 50% Basis plus land?	**72.5%**
PERMANENT DEBT	
Lender:	TBD
Loan Amount:	$1,978,558
Loan Term:	35
Note Rate:	5.00%
Payment (annual):	$120,834
DCR:	1.30
PERMANENT DEBT - PBV TRANCHE	
Lender:	TBD
Loan Amount:	$441,584
Loan Term:	35
Note Rate:	5.00%
Payment (annual):	$26,968
DCR:	1.30
INVESTOR EQUITY - FEDERAL CREDIT	
Net Rate	0.90
Net Pay-in	$3,892,205
Initial Pay-in	$389,220
Credit Rate	3.23%
Annual Federal Credits	$432,510

D. FIVE YEAR CASH FLOW

Description		2023	2024	2025	2026	2027
Tenant Rental Income - Affordable	2.00%	$434,614	$443,306	$452,172	$461,216	$470,440
Tenant Rental Income - PBV	2.00%	$36,904	$37,642	$38,395	$39,163	$39,946
Tenant Rental Income - Market	3.00%	$0	$0	$0	$0	$0
Rental Income - Commercial	3.00%	$0	$0	$0	$0	$0
Misc. Income	2.00%	$6,480	$6,610	$6,742	$6,877	$7,014
Gross Scheduled Income		**$477,998**	**$487,558**	**$497,309**	**$507,255**	**$517,400**
less Vacancy/Collection Loss - Residential	5.00%	($23,900)	($24,378)	($24,865)	($25,363)	($25,870)
less Vacancy/Collection Loss - Comm	5.00%	$0	$0	$0	$0	$0
Effective Gross Income		**$454,098**	**$463,180**	**$472,444**	**$481,893**	**$491,530**
less Operating Expenses Residential	3.00%	($203,500)	($209,605)	($215,893)	($222,370)	($229,041)
less Operating Expenses Commercial	3.00%	$0	$0	$0	$0	$0
less Resident Services	3.00%	($40,000)	($41,200)	($42,436)	($43,709)	($45,020)
less Property Taxes	1.00%	$0	$0	$0	$0	$0
less Replacement Reserves	3.00%	($12,600)	($12,978)	($13,367)	($13,768)	($14,181)
less WSHFC TEB Admin Fee	0.00%	($4,235)	($4,235)	($4,235)	($4,235)	($4,235)
less WSHFC Compliance Monitoring Fee	0.00%	($1,620)	($1,620)	($1,620)	($1,620)	($1,620)
Net Operating Income		**$192,143**	**$193,542**	**$194,892**	**$196,190**	**$197,432**
Total Hard Debt Payments		($147,802)	($147,802)	($147,802)	($147,802)	($147,802)
Distributable Cash Flow		**$44,341**	**$45,740**	**$47,090**	**$48,388**	**$49,630**
less PM, AM Fees & Add'l Rep Reserve		($40,000)	($41,000)	($42,025)	($43,076)	($44,153)
Net Cash Flow		**$4,341**	**$4,740**	**$5,065**	**$5,312**	**$5,478**
Cash Flow Distribution						
Deferred Developer Fee	$60,114	$4,341	$4,740	$5,065	$5,312	$5,478
Incentive Management Fee to GP	50%	$0	$0	$0	$0	$0
Pari-Passu to Other Soft Lenders	50%	$0	$0	$0	$0	$0
Debt Coverage Ratio		**1.30**	**1.31**	**1.32**	**1.33**	**1.34**

E. ANNUAL OPERATING EXPENSES

Operating Expense	$5,500	per unit per year
Resident Services	$40,000	per year

F. UNIT MIX AND RENTS

	50%	80%	Total (%)
1 Bedroom 1 Bath			
#	18	0	**18**
Net Rent	$751	$1,232	**50%**
2 Bedroom 1 Bath			
#	5	5	**10**
Net Rent	$895	$1,472	**28%**
3 Bedroom 2 Bath			
#	4	4	**8**
Net Rent	$1,026	$1,693	**22%**
Total	**27**	**9**	**36**
(%)	**75%**	**25%**	**100%**
% of Affordable	**75%**	**25%**	**100%**

Bainbridge Island - Suzuki Site
For-Sale Component - Option 2B

Assumptions		**2BR**	**3BR**	**Total**
Product Mix		11	22	33
% Mix		33%	67%	100%
# Bedrooms		2	3	22
Square Footage		1,000	1,300	39,600
Sales Price/Area Median Income				
140%		$514,188	$572,995	$18,261,965
TOTAL NET REVENUES				**$18,261,965**
Project Costs		**Per Unit**	**Per Unit**	**Total**
Land		$0	$0	$0
Site Work Costs/Utilities	$30	$30,000	$39,000	$1,188,000
Building Hard Costs	$200	$200,000	$260,000	$7,920,000
Architecture and Engineering	2.5%	$5,750	$7,475	$227,700
City Permits and Fees		$0	$0	$0
Selling Expenses	5.0%	$25,709	$28,650	$913,098
Admin / Insurance	3.0%	$15,426	$17,190	$547,859
Real Estate Excise Tax	1.78%	$9,153	$10,199	$325,063
Legal / Accounting / Consultants		$2,500	$2,500	$82,500
Construction Loan Fees/Costs		$5,048	$5,048	$166,600
Construction Loan Interest	4.75%	$10,890	$10,890	$359,384
Contingency	7.5%	$26,660	$26,660	$879,765
Developer Fee	6.0%	$22,927	$22,927	$756,598
TOTAL COSTS		$354,063	$430,540	$13,366,567
NET SURPLUS(SHORTFALL)		$160,125	$142,456	$4,895,398

Bainbridge Island - Suzuki Site
Rental Component - Option 3

Assumptions

Total Site Area (Acres)	210,089	s.f.	4.82	acres	Density (Units per Acre):	10	DUAC
Total Number of Units (Affordable)	48						

Gross Building Area	45,381	
Residential Net Area	41,881	

A. DEVELOPMENT BUDGET SUMMARY

Description	Total Amount	Per Rental Unit	Per Resid. NSF	Per Resid GSF
Acquisition & Related	$825,000	$17,188	$19.70	$18.18
Holding Costs	$0	$0	$0.00	$0.00
subtotal	**$825,000**	**$17,188**	**$19.70**	**$18.18**
Construction	$10,437,630	$217,451	$249.22	$230.00
Offsites	$0	$0	$0.00	$0.00
Furnishings and Equipment	$60,000	$1,250	$1.43	$1.32
Hard Cost Contingency	$782,822	$16,309	$18.69	$17.25
subtotal	**$11,280,452**	**$235,009**	**$269.35**	**$248.57**
Architecture/Engineering	$1,550,000	$32,292	$37.01	$34.16
Permits and Fees	$734,413	$15,300	$17.54	$16.18
Construction Loan Interest/Fees	$862,324	$17,965	$20.59	$19.00
Bond Cost of Issuance	$178,426	$3,717	$4.26	$3.93
Permanent Loan Fees/Costs (Incl. In Bond COI)	$0	$0	$0.00	$0.00
Legal	$90,000	$1,875	$2.15	$1.98
Appraisal/Market Study	$15,000	$313	$0.36	$0.33
Marketing/Lease-up	$110,000	$2,292	$2.63	$2.42
Title/Audit/Cost Certification	$60,000	$1,250	$1.43	$1.32
Insurance	$91,892	$1,914	$2.19	$2.02
Property Taxes	$0	$0	$0.00	$0.00
Soft Cost Contingency and Reserves	$271,323	$5,653	$6.48	$5.98
subtotal	**$3,963,376**	**$82,570**	**$94.63**	**$87.34**
Syndication Costs	$172,080	$3,585	$4.11	$3.79
Developer Fee (Incl. Contribution to Project)	$2,138,227	$44,546	$51.05	$47.12
TOTAL DEVELOPMENT COSTS	**$18,379,136**	**$382,899**	**$438.84**	**$405.00**
check $	-			

B. SOURCES AND USES

Sources of Funds			Construction Period	Permanent Period
Permanent Mortgage				$3,038,482
Permanent Mortgage - PBV Tranche				$529,379
Construction Loan		80%	$12,878,786	$0
City of Bainbridge Island Fee Waivers	$	15,300	$734,413	$734,413
Kitsap County HOME	$	10,417	$500,000	$500,000
Kitsap County CDBG	$	10,417	$500,000	$500,000
Kitsap County AHGP/HHGP	$	-	$0	$0
State Capital Budget Request	$	101,973	$1,000,000	$4,894,695
State Housing Trust Fund	$	-	$0	$0
FHLB AHP	$	-	$0	$0
Revenues from For-Sale Units	$	55,174	$0	$2,648,334
Investor Equity - Tax Credits - 4%			$479,561	$4,795,606
Developer Contribution			$0	$640,502
Deferred Developer Fee			$0	$97,725
TOTAL SOURCES			**$16,092,759**	**$18,379,136**
Uses of Funds				
Acquisition			$825,000	$825,000
Construction			$11,280,452	$11,280,452
Off-Site Improvements			$0	$0
A/E, Permits			$2,284,413	$2,284,413
Indirect Expenses			$356,892	$366,892
Financing and Carry Costs			$1,040,750	$1,040,750
Other (Prop. taxes + Soft Cost Contingency)			$133,173	$271,323
Developer Fee + Syndication Costs			$172,080	$2,310,307
TOTAL USES			**$16,092,759**	**$18,379,136**
NET SURPLUS(SHORTFALL)			$0	$0
PUBLIC SUBSIDIES		$100,441		**$6,629,108**

C. FINANCING ASSUMPTIONS

CONSTRUCTION LOAN	
Lender:	TBD
Loan Amount:	$12,878,786
Loan Term:	18 mos
Note Rate:	4.75%
> 50% Basis plus land?	**74.3%**
PERMANENT DEBT	
Lender:	TBD
Loan Amount:	$3,038,482
Loan Term:	35
Note Rate:	5.00%
Payment (annual):	$185,565
DCR:	1.20
PERMANENT DEBT - PBV TRANCHE	
Lender:	TBD
Loan Amount:	$529,379
Loan Term:	35
Note Rate:	5.00%
Payment (annual):	$32,330
DCR:	1.20
INVESTOR EQUITY - FEDERAL CREDIT	
Net Rate	0.90
Net Pay-in	$4,795,606
Initial Pay-in	$479,561
Credit Rate	3.23%
Annual Federal Credits	$532,898

D. FIVE YEAR CASH FLOW

Description		2023	2024	2025	2026	2027
Tenant Rental Income - Affordable	2.00%	$578,078	$589,640	$601,432	$613,461	$625,730
Tenant Rental Income - PBV	2.00%	$40,838	$41,655	$42,488	$43,338	$44,204
Tenant Rental Income - Market	3.00%	$0	$0	$0	$0	$0
Rental Income - Commercial	3.00%	$0	$0	$0	$0	$0
Misc. Income	2.00%	$8,640	$8,813	$8,989	$9,169	$9,352
Gross Scheduled Income		**$627,556**	**$640,107**	**$652,909**	**$665,967**	**$679,287**
less Vacancy/Collection Loss - Residential	5.00%	($31,378)	($32,005)	($32,645)	($33,298)	($33,964)
less Vacancy/Collection Loss - Comm	5.00%	$0	$0	$0	$0	$0
Effective Gross Income		**$596,178**	**$608,102**	**$620,264**	**$632,669**	**$645,322**
less Operating Expenses Residential	3.00%	($269,500)	($277,585)	($285,913)	($294,490)	($303,325)
less Operating Expenses Commercial	3.00%	$0	$0	$0	$0	$0
less Resident Services	3.00%	($40,000)	($41,200)	($42,436)	($43,709)	($45,020)
less Property Taxes	1.00%	$0	$0	$0	$0	$0
less Replacement Reserves	3.00%	($16,800)	($17,304)	($17,823)	($18,358)	($18,909)
less WSHFC TEB Admin Fee	0.00%	($6,244)	($6,244)	($6,244)	($6,244)	($6,244)
less WSHFC Compliance Monitoring Fee	0.00%	($2,160)	($2,160)	($2,160)	($2,160)	($2,160)
Net Operating Income		**$261,474**	**$263,609**	**$265,688**	**$267,708**	**$269,665**
Total Hard Debt Payments		($217,895)	($217,895)	($217,895)	($217,895)	($217,895)
Distributable Cash Flow		**$43,579**	**$45,714**	**$47,793**	**$49,813**	**$51,770**
less PM, AM Fees & Add'l Rep Reserve		($40,000)	($41,000)	($42,025)	($43,076)	($44,153)
Net Cash Flow		**$3,579**	**$4,714**	**$5,768**	**$6,738**	**$7,617**
Cash Flow Distribution						
Deferred Developer Fee	$97,725	$3,579	$4,714	$5,768	$6,738	$7,617
Incentive Management Fee to GP	50%	$0	$0	$0	$0	$0
Pari-Passu to Other Soft Lenders	50%	$0	$0	$0	$0	$0
Debt Coverage Ratio		**1.20**	**1.21**	**1.22**	**1.23**	**1.24**

E. ANNUAL OPERATING EXPENSES

Operating Expense	$5,500	per unit per year
Resident Services	$40,000	per year

F. UNIT MIX AND RENTS

	50%	80%	Total (%)
1 Bedroom 1 Bath			
#	24	0	**24**
Net Rent	$751	$1,232	**50%**
2 Bedroom 1 Bath			
#	7	7	**14**
Net Rent	$895	$1,472	**29%**
3 Bedroom 2 Bath			
#	5	5	**10**
Net Rent	$1,026	$1,693	**21%**
Total	**36**	**12**	**48**
(%)	**75%**	**25%**	**100%**
% of Affordable	**75%**	**25%**	**100%**

Bainbridge Island - Suzuki Site
For-Sale Component - Option 3

Assumptions		**2BR**	**3BR**	**Total**
Product Mix		6	12	18
% Mix		33%	67%	100%
# Bedrooms		2	3	12
Square Footage		1,000	1,300	21,600
Sales Price/Area Median Income				
140%		$514,188	$572,995	$9,961,072
TOTAL NET REVENUES				**$9,961,072**
Project Costs		**Per Unit**	**Per Unit**	**Total**
Land		$0	$0	$0
Site Work Costs/Utilities	$30	$30,000	$39,000	$648,000
Building Hard Costs	$200	$200,000	$260,000	$4,320,000
Architecture and Engineering	2.5%	$5,750	$7,475	$124,200
City Permits and Fees		$0	$0	$0
Selling Expenses	5.0%	$25,709	$28,650	$498,054
Admin / Insurance	3.0%	$15,426	$17,190	$298,832
Real Estate Excise Tax	1.78%	$9,153	$10,199	$177,307
Legal / Accounting / Consultants		$2,500	$2,500	$45,000
Construction Loan Fees/Costs		$6,083	$6,083	$109,488
Construction Loan Interest	4.75%	$10,923	$10,923	$196,616
Contingency	7.5%	$26,740	$26,740	$481,312
Developer Fee	6.0%	$22,996	$22,996	$413,929
TOTAL COSTS		$355,279	$431,755	$7,312,738
NET SURPLUS(SHORTFALL)		$158,909	$141,240	$2,648,334

Bainbridge Island - Suzuki Site
Rental Component - Option 3B

Assumptions

Total Site Area (Acres)	210,089	s.f.	4.82	acres	Density (Units per Acre):	10	DUAC
Total Number of Units (Affordable)	48						

Gross Building Area	45,381
Residential Net Area	41,881

A. DEVELOPMENT BUDGET SUMMARY

Description	Total Amount	Per Rental Unit	Per Resid. NSF	Per Resid GSF
Acquisition & Related	$825,000	$17,188	$19.70	$18.18
Holding Costs	$0	$0	$0.00	$0.00
subtotal	**$825,000**	**$17,188**	**$19.70**	**$18.18**
Construction	$10,437,630	$217,451	$249.22	$230.00
Offsites	$0	$0	$0.00	$0.00
Furnishings and Equipment	$60,000	$1,250	$1.43	$1.32
Hard Cost Contingency	$782,822	$16,309	$18.69	$17.25
subtotal	**$11,280,452**	**$235,009**	**$269.35**	**$248.57**
Architecture/Engineering	$1,550,000	$32,292	$37.01	$34.16
Permits and Fees	$734,413	$15,300	$17.54	$16.18
Construction Loan Interest/Fees	$862,324	$17,965	$20.59	$19.00
Bond Cost of Issuance	$178,426	$3,717	$4.26	$3.93
Permanent Loan Fees/Costs (Incl. In Bond COI)	$0	$0	$0.00	$0.00
Legal	$90,000	$1,875	$2.15	$1.98
Appraisal/Market Study	$15,000	$313	$0.36	$0.33
Marketing/Lease-up	$110,000	$2,292	$2.63	$2.42
Title/Audit/Cost Certification	$60,000	$1,250	$1.43	$1.32
Insurance	$91,892	$1,914	$2.19	$2.02
Property Taxes	$0	$0	$0.00	$0.00
Soft Cost Contingency and Reserves	$271,323	$5,653	$6.48	$5.98
subtotal	**$3,963,376**	**$82,570**	**$94.63**	**$87.34**
Syndication Costs	$172,080	$3,585	$4.11	$3.79
Developer Fee (Incl. Contribution to Project)	$2,138,227	$44,546	$51.05	$47.12
TOTAL DEVELOPMENT COSTS	**$18,379,136**	**$382,899**	**$438.84**	**$405.00**
check $	-			

B. SOURCES AND USES

Sources of Funds			Construction Period	Permanent Period
Permanent Mortgage				$3,038,482
Permanent Mortgage - PBV Tranche				$529,379
Construction Loan		80%	$12,878,786	$0
City of Bainbridge Island Fee Waivers	$	15,300	$734,413	$734,413
Kitsap County HOME	$	10,417	$500,000	$500,000
Kitsap County CDBG	$	10,417	$500,000	$500,000
Kitsap County AHGP/HHGP	$	-	$0	$0
State Capital Budget Request	$	42,229	$1,000,000	$2,027,015
State Housing Trust Fund	$	-	$0	$0
FHLB AHP	$	-	$0	$0
Revenues from For-Sale Units	$	114,917	$0	$5,516,014
Investor Equity - Tax Credits - 4%			$479,561	$4,795,606
Developer Contribution			$0	$640,502
Deferred Developer Fee			$0	$97,725
TOTAL SOURCES			**$16,092,759**	**$18,379,136**
Uses of Funds				
Acquisition			$825,000	$825,000
Construction			$11,280,452	$11,280,452
Off-Site Improvements			$0	$0
A/E, Permits			$2,284,413	$2,284,413
Indirect Expenses			$356,892	$366,892
Financing and Carry Costs			$1,040,750	$1,040,750
Other (Prop. taxes + Soft Cost Contingency)			$133,173	$271,323
Developer Fee + Syndication Costs			$172,080	$2,310,307
TOTAL USES			**$16,092,759**	**$18,379,136**
NET SURPLUS(SHORTFALL)			$0	$0
PUBLIC SUBSIDIES		$44,252		**$3,761,428**

C. FINANCING ASSUMPTIONS

CONSTRUCTION LOAN	
Lender:	TBD
Loan Amount:	$12,878,786
Loan Term:	18 mos
Note Rate:	4.75%
> 50% Basis plus land?	**74.3%**
PERMANENT DEBT	
Lender:	TBD
Loan Amount:	$3,038,482
Loan Term:	35
Note Rate:	5.00%
Payment (annual):	$185,565
DCR:	1.20
PERMANENT DEBT - PBV TRANCHE	
Lender:	TBD
Loan Amount:	$529,379
Loan Term:	35
Note Rate:	5.00%
Payment (annual):	$32,330
DCR:	1.20
INVESTOR EQUITY - FEDERAL CREDIT	
Net Rate	0.90
Net Pay-in	$4,795,606
Initial Pay-in	$479,561
Credit Rate	3.23%
Annual Federal Credits	$532,898

D. FIVE YEAR CASH FLOW

Description		2023	2024	2025	2026	2027
Tenant Rental Income - Affordable	2.00%	$578,078	$589,640	$601,432	$613,461	$625,730
Tenant Rental Income - PBV	2.00%	$40,838	$41,655	$42,488	$43,338	$44,204
Tenant Rental Income - Market	3.00%	$0	$0	$0	$0	$0
Rental Income - Commercial	3.00%	$0	$0	$0	$0	$0
Misc. Income	2.00%	$8,640	$8,813	$8,989	$9,169	$9,352
Gross Scheduled Income		**$627,556**	**$640,107**	**$652,909**	**$665,967**	**$679,287**
less Vacancy/Collection Loss - Residential	5.00%	($31,378)	($32,005)	($32,645)	($33,298)	($33,964)
less Vacancy/Collection Loss - Comm	5.00%	$0	$0	$0	$0	$0
Effective Gross Income		**$596,178**	**$608,102**	**$620,264**	**$632,669**	**$645,322**
less Operating Expenses Residential	3.00%	($269,500)	($277,585)	($285,913)	($294,490)	($303,325)
less Operating Expenses Commercial	3.00%	$0	$0	$0	$0	$0
less Resident Services	3.00%	($40,000)	($41,200)	($42,436)	($43,709)	($45,020)
less Property Taxes	1.00%	$0	$0	$0	$0	$0
less Replacement Reserves	3.00%	($16,800)	($17,304)	($17,823)	($18,358)	($18,909)
less WSHFC TEB Admin Fee	0.00%	($6,244)	($6,244)	($6,244)	($6,244)	($6,244)
less WSHFC Compliance Monitoring Fee	0.00%	($2,160)	($2,160)	($2,160)	($2,160)	($2,160)
Net Operating Income		**$261,474**	**$263,609**	**$265,688**	**$267,708**	**$269,665**
Total Hard Debt Payments		($217,895)	($217,895)	($217,895)	($217,895)	($217,895)
Distributable Cash Flow		**$43,579**	**$45,714**	**$47,793**	**$49,813**	**$51,770**
less PM, AM Fees & Add'l Rep Reserve		($40,000)	($41,000)	($42,025)	($43,076)	($44,153)
Net Cash Flow		**$3,579**	**$4,714**	**$5,768**	**$6,738**	**$7,617**
Cash Flow Distribution						
Deferred Developer Fee	$97,725	$3,579	$4,714	$5,768	$6,738	$7,617
Incentive Management Fee to GP	50%	$0	$0	$0	$0	$0
Pari-Passu to Other Soft Lenders	50%	$0	$0	$0	$0	$0
Debt Coverage Ratio		**1.20**	**1.21**	**1.22**	**1.23**	**1.24**

E. ANNUAL OPERATING EXPENSES

Operating Expense	$5,500	per unit per year
Resident Services	$40,000	per year

F. UNIT MIX AND RENTS

	50%	80%	Total (%)
1 Bedroom 1 Bath			
#	24	0	**24**
Net Rent	$751	$1,232	**50%**
2 Bedroom 1 Bath			
#	7	7	**14**
Net Rent	$895	$1,472	**29%**
3 Bedroom 2 Bath			
#	5	5	**10**
Net Rent	$1,026	$1,693	**21%**
Total	**36**	**12**	**48**
(%)	**75%**	**25%**	**100%**
% of Affordable	**75%**	**25%**	**100%**

Bainbridge Island - Suzuki Site
For-Sale Component - Option 3B

Assumptions		**2BR**	**3BR**	**Total**
Product Mix		13	24	37
% Mix		35%	65%	100%
# Bedrooms		2	3	26
Square Footage		1,000	1,300	44,200
Sales Price/Area Median Income				
140%		$514,188	$572,995	$20,436,332
TOTAL NET REVENUES				**$20,436,332**
Project Costs		**Per Unit**	**Per Unit**	**Total**
Land		$0	$0	$0
Site Work Costs/Utilities	$30	$30,000	$39,000	$1,326,000
Building Hard Costs	$200	$200,000	$260,000	$8,840,000
Architecture and Engineering	2.5%	$5,750	$7,475	$254,150
City Permits and Fees		$0	$0	$0
Selling Expenses	5.0%	$25,709	$28,650	$1,021,817
Admin / Insurance	3.0%	$15,426	$17,190	$613,090
Real Estate Excise Tax	1.78%	$9,153	$10,199	$363,767
Legal / Accounting / Consultants		$2,500	$2,500	$92,500
Construction Loan Fees/Costs		$4,899	$4,899	$181,258
Construction Loan Interest	4.75%	$10,842	$10,842	$401,159
Contingency	7.5%	$26,541	$26,541	$982,031
Developer Fee	6.0%	$22,826	$22,826	$844,546
TOTAL COSTS		$353,646	$430,122	$14,920,317
NET SURPLUS(SHORTFALL)		$160,542	$142,873	$5,516,014

Bainbridge Island - Suzuki Site
Rental Component - Option 3C

Assumptions

Total Site Area (Acres)	210,089	s.f.	4.82	acres	Density (Units per Acre):	11	DUAC
Total Number of Units (Affordable)	54						

Gross Building Area	50,364
Residential Net Area	46,864

A. DEVELOPMENT BUDGET SUMMARY

Description	Total Amount	Per Rental Unit	Per Resid. NSF	Per Resid GSF
Acquisition & Related	$825,000	$15,278	$17.60	$16.38
Holding Costs	$0	$0	$0.00	$0.00
subtotal	**$825,000**	**$15,278**	**$17.60**	**$16.38**
Construction	$11,583,720	$214,513	$247.18	$230.00
Offsites	$0	$0	$0.00	$0.00
Furnishings and Equipment	$60,000	$1,111	$1.28	$1.19
Hard Cost Contingency	$868,779	$16,089	$18.54	$17.25
subtotal	**$12,512,499**	**$231,713**	**$267.00**	**$248.44**
Architecture/Engineering	$1,550,000	$28,704	$33.07	$30.78
Permits and Fees	$789,571	$14,622	$16.85	$15.68
Construction Loan Interest/Fees	$935,969	$17,333	$19.97	$18.58
Bond Cost of Issuance	$186,419	$3,452	$3.98	$3.70
Permanent Loan Fees/Costs (Incl. In Bond COI)	$0	$0	$0.00	$0.00
Legal	$90,000	$1,667	$1.92	$1.79
Appraisal/Market Study	$15,000	$278	$0.32	$0.30
Marketing/Lease-up	$110,000	$2,037	$2.35	$2.18
Title/Audit/Cost Certification	$60,000	$1,111	$1.28	$1.19
Insurance	$101,471	$1,879	$2.17	$2.01
Property Taxes	$0	$0	$0.00	$0.00
Soft Cost Contingency and Reserves	$290,085	$5,372	$6.19	$5.76
subtotal	**$4,128,515**	**$76,454**	**$88.10**	**$81.97**
Syndication Costs	$175,099	$3,243	$3.74	$3.48
Developer Fee (Incl. Contribution to Project)	$2,345,419	$43,434	$50.05	$46.57
TOTAL DEVELOPMENT COSTS	**$19,986,531**	**$370,121**	**$426.48**	**$396.84**
check $	-			

B. SOURCES AND USES

Sources of Funds			Construction Period	Permanent Period
Permanent Mortgage				$3,437,094
Permanent Mortgage - PBV Tranche				$580,375
Construction Loan		81%	$14,133,662	$0
City of Bainbridge Island Fee Waivers	$	14,622	$789,571	$789,571
Kitsap County HOME	$	9,259	$500,000	$500,000
Kitsap County CDBG	$	9,259	$500,000	$500,000
Kitsap County AHGP/HHGP	$	-	$0	$0
State Capital Budget Request	$	37,791	$1,000,000	$2,040,690
State Housing Trust Fund	$	-	$0	$0
FHLB AHP	$	-	$0	$0
Revenues from For-Sale Units	$	104,724	$0	$5,655,119
Investor Equity - Tax Credits - 4%			$553,826	$5,538,263
Developer Contribution			$0	$761,150
Deferred Developer Fee			$0	$184,269
TOTAL SOURCES			**$17,477,059**	**$19,986,531**
Uses of Funds				
Acquisition			$825,000	$825,000
Construction			$12,512,499	$12,512,499
Off-Site Improvements			$0	$0
A/E, Permits			$2,339,571	$2,339,571
Indirect Expenses			$366,471	$376,471
Financing and Carry Costs			$1,122,388	$1,122,388
Other (Prop. taxes + Soft Cost Contingency)			$136,032	$290,085
Developer Fee + Syndication Costs			$175,099	$2,520,518
TOTAL USES			**$17,477,059**	**$19,986,531**
NET SURPLUS(SHORTFALL)			$0	$0
PUBLIC SUBSIDIES		$41,633		**$3,830,261**

C. FINANCING ASSUMPTIONS

CONSTRUCTION LOAN	
Lender:	TBD
Loan Amount:	$14,133,662
Loan Term:	18 mos
Note Rate:	4.75%
> 50% Basis plus land?	**74.9%**
PERMANENT DEBT	
Lender:	TBD
Loan Amount:	$3,437,094
Loan Term:	35
Note Rate:	5.00%
Payment (annual):	$209,909
DCR:	1.20
PERMANENT DEBT - PBV TRANCHE	
Lender:	TBD
Loan Amount:	$580,375
Loan Term:	35
Note Rate:	5.00%
Payment (annual):	$35,445
DCR:	1.20
INVESTOR EQUITY - FEDERAL CREDIT	
Net Rate	0.95
Net Pay-in	$5,538,263
Initial Pay-in	$553,826
Credit Rate	3.23%
Annual Federal Credits	$583,033

D. FIVE YEAR CASH FLOW

Description		2023	2024	2025	2026	2027
Tenant Rental Income - Affordable	2.00%	$645,808	$658,724	$671,899	$685,337	$699,043
Tenant Rental Income - PBV	2.00%	$44,772	$45,667	$46,581	$47,512	$48,463
Tenant Rental Income - Market	3.00%	$0	$0	$0	$0	$0
Rental Income - Commercial	3.00%	$0	$0	$0	$0	$0
Misc. Income	2.00%	$9,720	$9,914	$10,113	$10,315	$10,521
Gross Scheduled Income		**$700,300**	**$714,306**	**$728,592**	**$743,164**	**$758,027**
less Vacancy/Collection Loss - Residential	5.00%	($35,015)	($35,715)	($36,430)	($37,158)	($37,901)
less Vacancy/Collection Loss - Comm	5.00%	$0	$0	$0	$0	$0
Effective Gross Income		**$665,285**	**$678,591**	**$692,163**	**$706,006**	**$720,126**
less Operating Expenses Residential	3.00%	($302,500)	($311,575)	($320,922)	($330,550)	($340,466)
less Operating Expenses Commercial	3.00%	$0	$0	$0	$0	$0
less Resident Services	3.00%	($40,000)	($41,200)	($42,436)	($43,709)	($45,020)
less Property Taxes	1.00%	$0	$0	$0	$0	$0
less Replacement Reserves	3.00%	($18,900)	($19,467)	($20,051)	($20,653)	($21,272)
less WSHFC TEB Admin Fee	0.00%	($7,031)	($7,031)	($7,031)	($7,031)	($7,031)
less WSHFC Compliance Monitoring Fee	0.00%	($2,430)	($2,430)	($2,430)	($2,430)	($2,430)
Net Operating Income		**$294,424**	**$296,888**	**$299,293**	**$301,634**	**$303,906**
Total Hard Debt Payments		($245,354)	($245,354)	($245,354)	($245,354)	($245,354)
Distributable Cash Flow		**$49,071**	**$51,534**	**$53,939**	**$56,280**	**$58,553**
less PM, AM Fees & Add'l Rep Reserve		($40,000)	($41,000)	($42,025)	($43,076)	($44,153)
Net Cash Flow		**$9,071**	**$10,534**	**$11,914**	**$13,204**	**$14,400**
Cash Flow Distribution						
Deferred Developer Fee	$184,269	$9,071	$10,534	$11,914	$13,204	$14,400
Incentive Management Fee to GP	50%	$0	$0	$0	$0	$0
Pari-Passu to Other Soft Lenders	50%	$0	$0	$0	$0	$0
Debt Coverage Ratio		**1.20**	**1.21**	**1.22**	**1.23**	**1.24**

E. ANNUAL OPERATING EXPENSES

Operating Expense	$5,500	per unit per year
Resident Services	$40,000	per year

F. UNIT MIX AND RENTS

	50%	80%	Total (%)
1 Bedroom 1 Bath			
#	27	0	**27**
Net Rent	$751	$1,232	**50%**
2 Bedroom 1 Bath			
#	8	8	**16**
Net Rent	$895	$1,472	**30%**
3 Bedroom 2 Bath			
#	6	5	**11**
Net Rent	$1,026	$1,693	**20%**
Total	**41**	**13**	**54**
(%)	**76%**	**24%**	**100%**
% of Affordable	**76%**	**24%**	**100%**

Bainbridge Island - Suzuki Site
For-Sale Component - Option 3C

Assumptions		**2BR**	**3BR**	**Total**
Product Mix		13	25	38
% Mix		34%	66%	100%
# Bedrooms		2	3	26
Square Footage		1,000	1,300	45,500
Sales Price/Area Median Income				
140%		$514,188	$572,995	$21,009,327
TOTAL NET REVENUES				**$21,009,327**
Project Costs		**Per Unit**	**Per Unit**	**Total**
Land		$0	$0	$0
Site Work Costs/Utilities	$30	$30,000	$39,000	$1,365,000
Building Hard Costs	$200	$200,000	$260,000	$9,100,000
Architecture and Engineering	2.5%	$5,750	$7,475	$261,625
City Permits and Fees		$0	$0	$0
Selling Expenses	5.0%	$25,709	$28,650	$1,050,466
Admin / Insurance	3.0%	$15,426	$17,190	$630,280
Real Estate Excise Tax	1.78%	$9,153	$10,199	$373,966
Legal / Accounting / Consultants		$2,500	$2,500	$95,000
Construction Loan Fees/Costs		$4,878	$4,878	$185,351
Construction Loan Interest	4.75%	$10,864	$10,864	$412,825
Contingency	7.5%	$26,594	$26,594	$1,010,589
Developer Fee	6.0%	$22,871	$22,871	$869,106
TOTAL COSTS		$353,745	$430,221	$15,354,208
NET SURPLUS(SHORTFALL)		$160,443	$142,774	$5,655,119

Bainbridge Island - Suzuki Site
Rental Component - Option 4

Assumptions

Total Site Area (Acres)	210,089	s.f.	4.82	acres	Density (Units per Acre):	12 DUAC	
Total Number of Units (Affordable)	60						

Gross Building Area	55,347	
Residential Net Area	51,847	

A. DEVELOPMENT BUDGET SUMMARY

Description	Total Amount	Per Rental Unit	Per Resid. NSF	Per Resid GSF
Acquisition & Related	$825,000	$13,750	$15.91	$14.91
Holding Costs	$0	$0	$0.00	$0.00
subtotal	**$825,000**	**$13,750**	**$15.91**	**$14.91**
Construction	$12,729,810	$212,164	$245.53	$230.00
Offsites	$0	$0	$0.00	$0.00
Furnishings and Equipment	$60,000	$1,000	$1.16	$1.08
Hard Cost Contingency	$954,736	$15,912	$18.41	$17.25
subtotal	**$13,744,546**	**$229,076**	**$265.10**	**$248.33**
Architecture/Engineering	$1,550,000	$25,833	$29.90	$28.01
Permits and Fees	$844,729	$14,079	$16.29	$15.26
Construction Loan Interest/Fees	$1,011,542	$16,859	$19.51	$18.28
Bond Cost of Issuance	$198,735	$3,312	$3.83	$3.59
Permanent Loan Fees/Costs (Incl. In Bond COI)	$0	$0	$0.00	$0.00
Legal	$90,000	$1,500	$1.74	$1.63
Appraisal/Market Study	$15,000	$250	$0.29	$0.27
Marketing/Lease-up	$110,000	$1,833	$2.12	$1.99
Title/Audit/Cost Certification	$60,000	$1,000	$1.16	$1.08
Insurance	$111,050	$1,851	$2.14	$2.01
Property Taxes	$0	$0	$0.00	$0.00
Soft Cost Contingency and Reserves	$312,668	$5,211	$6.03	$5.65
subtotal	**$4,303,723**	**$71,729**	**$83.01**	**$77.76**
Syndication Costs	$178,121	$2,969	$3.44	$3.22
Developer Fee (Incl. Contribution to Project)	$2,553,549	$42,559	$49.25	$46.14
TOTAL DEVELOPMENT COSTS	**$21,604,938**	**$360,082**	**$416.71**	**$390.35**
check $	-			

B. SOURCES AND USES

Sources of Funds			Construction Period	Permanent Period
Permanent Mortgage				$4,104,681
Permanent Mortgage - PBV Tranche				$605,609
Construction Loan		82%	$15,421,369	$0
City of Bainbridge Island Fee Waivers	$	14,079	$844,729	$844,729
Kitsap County HOME	$	8,333	$500,000	$500,000
Kitsap County CDBG	$	8,333	$500,000	$500,000
Kitsap County AHGP/HHGP	$	-	$0	$0
State Capital Budget Request	$	57,254	$1,000,000	$3,435,236
State Housing Trust Fund	$	-	$0	$0
FHLB AHP	$	-	$0	$0
Revenues from For-Sale Units	$	74,100	$0	$4,445,985
Investor Equity - Tax Credits - 4%			$601,515	$6,015,150
Developer Contribution			$0	$1,014,226
Deferred Developer Fee			$0	$139,323
TOTAL SOURCES			**$18,867,612**	**$21,604,938**
Uses of Funds				
Acquisition			$825,000	$825,000
Construction			$13,744,546	$13,744,546
Off-Site Improvements			$0	$0
A/E, Permits			$2,394,729	$2,394,729
Indirect Expenses			$376,050	$386,050
Financing and Carry Costs			$1,210,276	$1,210,276
Other (Prop. taxes + Soft Cost Contingency)			$138,890	$312,668
Developer Fee + Syndication Costs			$178,121	$2,731,670
TOTAL USES			**$18,867,612**	**$21,604,938**
NET SURPLUS(SHORTFALL)			$0	$0
PUBLIC SUBSIDIES		$58,666		**$5,279,964**

C. FINANCING ASSUMPTIONS

CONSTRUCTION LOAN	
Lender:	TBD
Loan Amount:	$15,421,369
Loan Term:	18 mos
Note Rate:	4.75%
> 50% Basis plus land?	**75.5%**
PERMANENT DEBT	
Lender:	TBD
Loan Amount:	$4,104,681
Loan Term:	35
Note Rate:	5.00%
Payment (annual):	$250,680
DCR:	1.15
PERMANENT DEBT - PBV TRANCHE	
Lender:	TBD
Loan Amount:	$605,609
Loan Term:	35
Note Rate:	5.00%
Payment (annual):	$36,986
DCR:	1.15
INVESTOR EQUITY - FEDERAL CREDIT	
Net Rate	0.95
Net Pay-in	$6,015,150
Initial Pay-in	$601,515
Credit Rate	3.23%
Annual Federal Credits	$633,237

D. FIVE YEAR CASH FLOW

Description		2023	2024	2025	2026	2027
Tenant Rental Income - Affordable	2.00%	$721,542	$735,973	$750,692	$765,706	$781,020
Tenant Rental Income - PBV	2.00%	$44,772	$45,667	$46,581	$47,512	$48,463
Tenant Rental Income - Market	3.00%	$0	$0	$0	$0	$0
Rental Income - Commercial	3.00%	$0	$0	$0	$0	$0
Misc. Income	2.00%	$10,800	$11,016	$11,236	$11,461	$11,690
Gross Scheduled Income		**$777,114**	**$792,656**	**$808,509**	**$824,680**	**$841,173**
less Vacancy/Collection Loss - Residential	5.00%	($38,856)	($39,633)	($40,425)	($41,234)	($42,059)
less Vacancy/Collection Loss - Comm	5.00%	$0	$0	$0	$0	$0
Effective Gross Income		**$738,258**	**$753,023**	**$768,084**	**$783,446**	**$799,115**
less Operating Expenses Residential	3.00%	($335,500)	($345,565)	($355,932)	($366,610)	($377,608)
less Operating Expenses Commercial	3.00%	$0	$0	$0	$0	$0
less Resident Services	3.00%	($40,000)	($41,200)	($42,436)	($43,709)	($45,020)
less Property Taxes	1.00%	$0	$0	$0	$0	$0
less Replacement Reserves	3.00%	($21,000)	($21,630)	($22,279)	($22,947)	($23,636)
less WSHFC TEB Admin Fee	0.00%	($8,243)	($8,243)	($8,243)	($8,243)	($8,243)
less WSHFC Compliance Monitoring Fee	0.00%	($2,700)	($2,700)	($2,700)	($2,700)	($2,700)
Net Operating Income		**$330,815**	**$333,685**	**$336,494**	**$339,236**	**$341,907**
Total Hard Debt Payments		($287,665)	($287,665)	($287,665)	($287,665)	($287,665)
Distributable Cash Flow		**$43,150**	**$46,020**	**$48,829**	**$51,571**	**$54,242**
less PM, AM Fees & Add'l Rep Reserve		($40,000)	($41,000)	($42,025)	($43,076)	($44,153)
Net Cash Flow		**$3,150**	**$5,020**	**$6,804**	**$8,495**	**$10,089**
Cash Flow Distribution						
Deferred Developer Fee	$139,323	$3,150	$5,020	$6,804	$8,495	$10,089
Incentive Management Fee to GP	50%	$0	$0	$0	$0	$0
Pari-Passu to Other Soft Lenders	50%	$0	$0	$0	$0	$0
Debt Coverage Ratio		**1.15**	**1.16**	**1.17**	**1.18**	**1.19**

E. ANNUAL OPERATING EXPENSES

Operating Expense	$5,500	per unit per year
Resident Services	$40,000	per year

F. UNIT MIX AND RENTS

	50%	80%	Total (%)
1 Bedroom 1 Bath			
#	30	0	**30**
Net Rent	$751	$1,232	**50%**
2 Bedroom 1 Bath			
#	9	9	**18**
Net Rent	$895	$1,472	**30%**
3 Bedroom 2 Bath			
#	6	6	**12**
Net Rent	$1,026	$1,693	**20%**
Total	**45**	**15**	**60**
(%)	**75%**	**25%**	**100%**
% of Affordable	**75%**	**25%**	**100%**

Bainbridge Island - Suzuki Site
For-Sale Component - Option 4

Assumptions		**2BR**	**3BR**	**Total**
Product Mix		10	20	30
% Mix		33%	67%	100%
# Bedrooms		2	3	20
Square Footage		1,000	1,300	36,000
Sales Price/Area Median Income				
140%		$514,188	$572,995	$16,601,786
TOTAL NET REVENUES				**$16,601,786**
Project Costs		**Per Unit**	**Per Unit**	**Total**
Land		$0	$0	$0
Site Work Costs/Utilities	$30	$30,000	$39,000	$1,080,000
Building Hard Costs	$200	$200,000	$260,000	$7,200,000
Architecture and Engineering	2.5%	$5,750	$7,475	$207,000
City Permits and Fees		$0	$0	$0
Selling Expenses	5.0%	$25,709	$28,650	$830,089
Admin / Insurance	3.0%	$15,426	$17,190	$498,054
Real Estate Excise Tax	1.78%	$9,153	$10,199	$295,512
Legal / Accounting / Consultants		$2,500	$2,500	$75,000
Construction Loan Fees/Costs		$5,173	$5,173	$155,177
Construction Loan Interest	4.75%	$10,894	$10,894	$326,831
Contingency	7.5%	$26,669	$26,669	$800,075
Developer Fee	6.0%	$22,935	$22,935	$688,064
TOTAL COSTS		$354,209	$430,686	$12,155,802
NET SURPLUS(SHORTFALL)		$159,979	$142,310	$4,445,985

Bainbridge Island - Suzuki Site
Rental Component - Option 4B

Assumptions

Total Site Area (Acres)	210,089	s.f.	4.82	acres	Density (Units per Acre):	12	DUAC
Total Number of Units (Affordable)	60						

Gross Building Area	55,347
Residential Net Area	51,847

A. DEVELOPMENT BUDGET SUMMARY

Description	Total Amount	Per Rental Unit	Per Resid. NSF	Per Resid GSF
Acquisition & Related	$825,000	$13,750	$15.91	$14.91
Holding Costs	$0	$0	$0.00	$0.00
subtotal	**$825,000**	**$13,750**	**$15.91**	**$14.91**
Construction	$12,729,810	$212,164	$245.53	$230.00
Offsites	$0	$0	$0.00	$0.00
Furnishings and Equipment	$60,000	$1,000	$1.16	$1.08
Hard Cost Contingency	$954,736	$15,912	$18.41	$17.25
subtotal	**$13,744,546**	**$229,076**	**$265.10**	**$248.33**
Architecture/Engineering	$1,550,000	$25,833	$29.90	$28.01
Permits and Fees	$844,729	$14,079	$16.29	$15.26
Construction Loan Interest/Fees	$1,011,542	$16,859	$19.51	$18.28
Bond Cost of Issuance	$198,735	$3,312	$3.83	$3.59
Permanent Loan Fees/Costs (Incl. In Bond COI)	$0	$0	$0.00	$0.00
Legal	$90,000	$1,500	$1.74	$1.63
Appraisal/Market Study	$15,000	$250	$0.29	$0.27
Marketing/Lease-up	$110,000	$1,833	$2.12	$1.99
Title/Audit/Cost Certification	$60,000	$1,000	$1.16	$1.08
Insurance	$111,050	$1,851	$2.14	$2.01
Property Taxes	$0	$0	$0.00	$0.00
Soft Cost Contingency and Reserves	$312,668	$5,211	$6.03	$5.65
subtotal	**$4,303,723**	**$71,729**	**$83.01**	**$77.76**
Syndication Costs	$178,121	$2,969	$3.44	$3.22
Developer Fee (Incl. Contribution to Project)	$2,553,549	$42,559	$49.25	$46.14
TOTAL DEVELOPMENT COSTS	**$21,604,938**	**$360,082**	**$416.71**	**$390.35**
check $	-			

B. SOURCES AND USES

Sources of Funds			Construction Period	Permanent Period
Permanent Mortgage				$4,104,681
Permanent Mortgage - PBV Tranche				$605,609
Construction Loan		82%	$15,421,369	$0
City of Bainbridge Island Fee Waivers	$	14,079	$844,729	$844,729
Kitsap County HOME	$	8,333	$500,000	$500,000
Kitsap County CDBG	$	8,333	$500,000	$500,000
Kitsap County AHGP/HHGP	$	-	$0	$0
State Capital Budget Request	$	34,783	$1,000,000	$2,086,998
State Housing Trust Fund	$	-	$0	$0
FHLB AHP	$	-	$0	$0
Revenues from For-Sale Units	$	96,570	$0	$5,794,223
Investor Equity - Tax Credits - 4%			$601,515	$6,015,150
Developer Contribution			$0	$1,014,226
Deferred Developer Fee			$0	$139,323
TOTAL SOURCES			**$18,867,612**	**$21,604,938**
Uses of Funds				
Acquisition			$825,000	$825,000
Construction			$13,744,546	$13,744,546
Off-Site Improvements			$0	$0
A/E, Permits			$2,394,729	$2,394,729
Indirect Expenses			$376,050	$386,050
Financing and Carry Costs			$1,210,276	$1,210,276
Other (Prop. taxes + Soft Cost Contingency)			$138,890	$312,668
Developer Fee + Syndication Costs			$178,121	$2,731,670
TOTAL USES			**$18,867,612**	**$21,604,938**
NET SURPLUS(SHORTFALL)			$0	$0
PUBLIC SUBSIDIES		$39,714		**$3,931,726**

C. FINANCING ASSUMPTIONS

CONSTRUCTION LOAN	
Lender:	TBD
Loan Amount:	$15,421,369
Loan Term:	18 mos
Note Rate:	4.75%
> 50% Basis plus land?	**75.5%**
PERMANENT DEBT	
Lender:	TBD
Loan Amount:	$4,104,681
Loan Term:	35
Note Rate:	5.00%
Payment (annual):	$250,680
DCR:	1.15
PERMANENT DEBT - PBV TRANCHE	
Lender:	TBD
Loan Amount:	$605,609
Loan Term:	35
Note Rate:	5.00%
Payment (annual):	$36,986
DCR:	1.15
INVESTOR EQUITY - FEDERAL CREDIT	
Net Rate	0.95
Net Pay-in	$6,015,150
Initial Pay-in	$601,515
Credit Rate	3.23%
Annual Federal Credits	$633,237

D. FIVE YEAR CASH FLOW

Description		2023	2024	2025	2026	2027
Tenant Rental Income - Affordable	2.00%	$721,542	$735,973	$750,692	$765,706	$781,020
Tenant Rental Income - PBV	2.00%	$44,772	$45,667	$46,581	$47,512	$48,463
Tenant Rental Income - Market	3.00%	$0	$0	$0	$0	$0
Rental Income - Commercial	3.00%	$0	$0	$0	$0	$0
Misc. Income	2.00%	$10,800	$11,016	$11,236	$11,461	$11,690
Gross Scheduled Income		**$777,114**	**$792,656**	**$808,509**	**$824,680**	**$841,173**
less Vacancy/Collection Loss - Residential	5.00%	($38,856)	($39,633)	($40,425)	($41,234)	($42,059)
less Vacancy/Collection Loss - Comm	5.00%	$0	$0	$0	$0	$0
Effective Gross Income		**$738,258**	**$753,023**	**$768,084**	**$783,446**	**$799,115**
less Operating Expenses Residential	3.00%	($335,500)	($345,565)	($355,932)	($366,610)	($377,608)
less Operating Expenses Commercial	3.00%	$0	$0	$0	$0	$0
less Resident Services	3.00%	($40,000)	($41,200)	($42,436)	($43,709)	($45,020)
less Property Taxes	1.00%	$0	$0	$0	$0	$0
less Replacement Reserves	3.00%	($21,000)	($21,630)	($22,279)	($22,947)	($23,636)
less WSHFC TEB Admin Fee	0.00%	($8,243)	($8,243)	($8,243)	($8,243)	($8,243)
less WSHFC Compliance Monitoring Fee	0.00%	($2,700)	($2,700)	($2,700)	($2,700)	($2,700)
Net Operating Income		**$330,815**	**$333,685**	**$336,494**	**$339,236**	**$341,907**
Total Hard Debt Payments		($287,665)	($287,665)	($287,665)	($287,665)	($287,665)
Distributable Cash Flow		**$43,150**	**$46,020**	**$48,829**	**$51,571**	**$54,242**
less PM, AM Fees & Add'l Rep Reserve		($40,000)	($41,000)	($42,025)	($43,076)	($44,153)
Net Cash Flow		**$3,150**	**$5,020**	**$6,804**	**$8,495**	**$10,089**
Cash Flow Distribution						
Deferred Developer Fee	$139,323	$3,150	$5,020	$6,804	$8,495	$10,089
Incentive Management Fee to GP	50%	$0	$0	$0	$0	$0
Pari-Passu to Other Soft Lenders	50%	$0	$0	$0	$0	$0
Debt Coverage Ratio		**1.15**	**1.16**	**1.17**	**1.18**	**1.19**

E. ANNUAL OPERATING EXPENSES

Operating Expense	$5,500	per unit per year
Resident Services	$40,000	per year

F. UNIT MIX AND RENTS

	50%	80%	Total (%)
1 Bedroom 1 Bath			
#	30	0	**30**
Net Rent	$751	$1,232	**50%**
2 Bedroom 1 Bath			
#	9	9	**18**
Net Rent	$895	$1,472	**30%**
3 Bedroom 2 Bath			
#	6	6	**12**
Net Rent	$1,026	$1,693	**20%**
Total	**45**	**15**	**60**
(%)	**75%**	**25%**	**100%**
% of Affordable	**75%**	**25%**	**100%**

Bainbridge Island - Suzuki Site
For-Sale Component - Option 4B

Assumptions		**2BR**	**3BR**	**Total**
Product Mix		13	26	39
% Mix		33%	67%	100%
# Bedrooms		2	3	26
Square Footage		1,000	1,300	46,800
Sales Price/Area Median Income				
140%		$514,188	$572,995	$21,582,322
TOTAL NET REVENUES				**$21,582,322**
Project Costs		**Per Unit**	**Per Unit**	**Total**
Land		$0	$0	$0
Site Work Costs/Utilities	$30	$30,000	$39,000	$1,404,000
Building Hard Costs	$200	$200,000	$260,000	$9,360,000
Architecture and Engineering	2.5%	$5,750	$7,475	$269,100
City Permits and Fees		$0	$0	$0
Selling Expenses	5.0%	$25,709	$28,650	$1,079,116
Admin / Insurance	3.0%	$15,426	$17,190	$647,470
Real Estate Excise Tax	1.78%	$9,153	$10,199	$384,165
Legal / Accounting / Consultants		$2,500	$2,500	$97,500
Construction Loan Fees/Costs		$4,858	$4,858	$189,444
Construction Loan Interest	4.75%	$10,884	$10,884	$424,491
Contingency	7.5%	$26,645	$26,645	$1,039,147
Developer Fee	6.0%	$22,915	$22,915	$893,666
TOTAL COSTS		$353,839	$430,315	$15,788,099
NET SURPLUS(SHORTFALL)		$160,349	$142,680	$5,794,223

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 27, 2019 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (8:15 PM) 2019 Annual Drainage Projects - Public Works,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract **PROPOSED BY:** Public Works

RECOMMENDED MOTION:

I move to award the contract for the 2019 Annual Drainage Projects to Ridgeback Excavating LLC in the amount of $208,709.50.

SUMMARY:

The 2019 Annual Drainage Projects consist of several drainage projects on Bainbridge Island. Please see the attached map for project locations.

FISCAL IMPACT:

Amount:	$208,709.50
Ongoing Cost:	
One-Time Cost:	$208,709.50
Included in Current Budget?	Yes

BACKGROUND:

The 2019 Annual Drainage projects consist of the following drainage project locations: Nikkei Memorial Outfall Relocation, Windsong Loop, Parkhill Place, Sunrise Drive, and M&E Farm culverts. Tasks include, but are not limited to, pipe relocations, replacing pipes in kind, constructing T-diffusers, excavating drainage ditches, stair construction, replanting vegetation, tree protection, erosion control, and other miscellaneous tasks.

Bids were solicited through the local newspapers, Seattle Daily Journal of Commerce, and the City's bid and awards listserv. The bid opening was held on August 13, 2019, and the apparent low bidder is Ridgeback Excavating, LLC, in the amount of $208.709.50. The engineer's estimate is $200,000 to $250,000.

ATTACHMENTS:

2019 Location Map

Bid Form

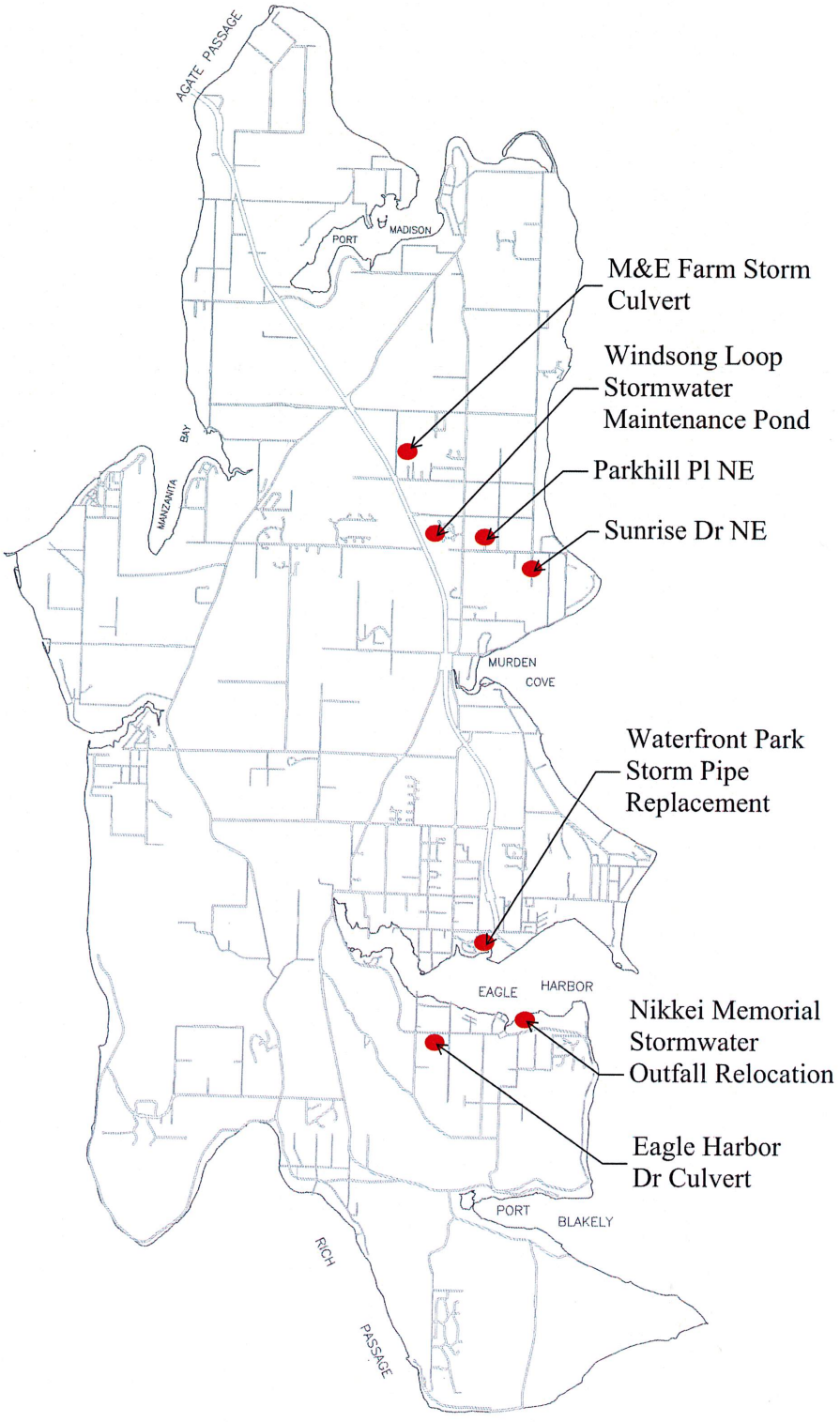
Contract for 2019 Annual Drainage Projects

FISCAL DETAILS:

The 2019-20 Adopted budget for these various projects is $250,000 in the Stormwater utility fund and $25,000 in the General Fund.

Fund Name(s): SSWM Fund

Coding:



07-19-2019 DATE	VICINITY MAP	CITY OF BAINBRIDGE ISLAND PUBLIC WORKS ENGINEERING DEPARTMENT
3 NUMBER	2019 ANNUAL DRAINAGE PROJECTS	

CITY OF
BAINBRIDGE ISLAND

PROJECT NAME: 2019 Annual Drainage Project
Bid Opening Date: August 13, Due 9:30 AM – Open 10:00 AM
Room: Council Conference Room

Note: Bids Are Opened in Order Received. Bids Solicited by: ☒ Advertisement ☐ Small Works Roster The Engineers Estimate is: $200,000 to $250,000	Sound Pacific Excavation	Ridgeback Excavating	Sound Excavation	Sealevel Bulkhead Builders
Proposal	√	√	√	√
Signature Page	√	√	√	√
Addenda Acknowledged (1, 2, 3)	√	√	√	√
Non-Collusion Declaration	√	√	√	√
5 % Proposal Deposit / Bond	√	√	√	√
Statement of Bidder's Qualifications	√	√	√	√
ALTERNATE A1 TOTAL	$24,435.00	$16,020.10	$24,487.00	$28,274.73
BASE BID-GROUP A-F TOTAL	$280,744.00	$192,689.40	$306,720.00	$219,298.27
BASE BID-GROUP A-F + ALTERNATE A1 TOTAL	$305,179.00	$208,709.50	$331,207.00	$247,573.00

A total of 4 bids were received. The apparent low bidder is Ridgeback Excavating LLC in the bid amount of $ 208,709.50 .

CONTRACT FOR CONSTRUCTION

THIS CONSTRUCTION CONTRACT ("Contract"), made the __, day of _____, 2019, by and between the City of Bainbridge Island ("City" and/or "CONTRACTING AGENCY") and Ridgeback Excavating LLC ("CONTRACTOR").

WITNESSETH:

WHEREAS, the CONTRACTING AGENCY has caused the Project Manual, Specifications, Drawings, and other contract documents to be prepared for certain Work as described therein, known as the 2019 ANNUAL DRAINAGE PROJECT, and

WHEREAS, the CONTRACTOR has offered to perform the proposed Work in accordance with the terms of the Contract Documents including but not limited to this Contract, and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the CONTRACTOR hereby agrees that the foregoing recitals are true and correct and are incorporated into this Contract and to complete the Work at the price and on the terms and conditions herein contained. The CONTRACTING AGENCY agrees to pay the CONTRACTOR the contract price of Two Hundred Eight Thousand, Seven Hundred Nine Dollars and 50/100 Cents ($208,709.50) ("Contract Price") for the fulfillment of the Work and the performance of the covenants set forth herein.

The further terms, conditions, and covenants of this Contract are set forth in the following documents, all of which are component parts of this Contract as if set out in full, and if not attached, as if hereto attached collectively referred to as the "Contract Documents":

1. This Contract, including the form "Proposal – Items of Work and Materials to be Provided, Estimated Quantities, Units of Measurement at the Unit Bid Prices"
2. The Standard Specifications for Road, Bridge, and Municipal Construction, 2018 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications")
3. Amendments to the Standard Specifications
4. Indemnity and Insurance Agreement
5. Special Indemnity and Insurance Agreement
6. Prevailing Wage Schedules and Regulations
7. Specifications, Drawings, Details, and all other Documents contained in and made applicable by this Contract and the Project Manual
8. Certification of Compliance with Wage Payment Statutes
9. All Plans, Drawings, Specifications, and Addenda issued prior to the Bid Opening Date.

The CONTRACTING AGENCY and the CONTRACTOR recognize that time is of the essence of this Contract and that the CONTRACTING AGENCY will suffer financial loss if the Work is not completed within the time specified in this Contract. Therefore, the parties agree that the liquidated damages provisions of the Standard Specifications as modified herein shall apply and that those provisions have been mutually negotiated.

CONTRACTOR's Initials: _____

The CONTRACTOR hereby warrants and represents it has reviewed, understands, and agrees to the terms and conditions of this Contract, all Addenda, and the Standard Specifications as modified by the Amendments and Special Provisions and all other Documents contained in the Project Manual and incorporated herein by reference. The person executing this Contract warrants and represents that they are fully authorized to execute this Contract.

All parties agree that the State of Washington is hereby named as an express third-party beneficiary of this Contract, with all rights as such.

THE CONTRACTOR AGREES TO RETURN THIS EXECUTED CONTRACT AND OTHER REQUIRED DOCUMENTS TO THE CONTRACTING AGENCY as required by the Standard Specifications as modified herein, and to return the DECLARATION OF OPTION OF MANAGEMENT OF STATUTORY RETAINED PERCENTAGE AT THE SAME TIME.

IN WITNESS WHEREOF, this Contract has been executed on the day and year above written.

RIDGEBACK EXCAVATING LLC:

By:_____

Its:_____

Date:_____

CITY OF BAINBRIDGE ISLAND:

By: _____

Morgan Smith, City Manager

Date:_____

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 27, 2019 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (8:25 PM) Lodging Tax Advisory Committee (LTAC) Grant Application for Downtown Wayfinding Signage - Public Works,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion **PROPOSED BY:** Public Works

RECOMMENDED MOTION:

I move to approve City staff moving forward with a Lodging Tax Advisory Committee (LTAC) grant application in the amount of $36,000.00 for wayfinding signage.

SUMMARY:

City Council to consider City Staff moving forward with a Lodging Tax Advisory Committee (LTAC) grant application in the amount of $36,000 for downtown wayfinding signage.

FISCAL IMPACT:

Amount:	$36,000
Ongoing Cost:	
One-Time Cost:	$36,000
Included in Current Budget?	No

BACKGROUND:

At the direction of the City Council, Public Works Department staff is submitting an LTAC grant proposal requesting funding for wayfinding signage in the downtown business core area. The purpose of the wayfinding signage is to direct both visitors and residents alike to businesses, attractions (parks and museums), and facilities (government buildings and public restrooms). The proposed signage is intended to improve efficiency for pedestrians, reduce sidewalk congestion, and optimize recognition of businesses and attractions. If the grant is awarded, an agreement for management of the sign content will be negotiated with the Chamber of Commerce and the Bainbridge Island Downtown Association.

The Bainbridge Island downtown connects to the Seattle regional center by ferry with the highest number of walk-on passengers in the system. The downtown area is just a ferry ride away from the Island and a growing tourist destination.

The City is collaborating with the Bainbridge Island Chamber of Commerce (CoC) and the Bainbridge Island Downtown Business Association (BIDA) on wayfinding signage and the development of this proposal.

The business community and community at large have raised concerns about the ineffectiveness of the current signage and has identified opportunities for improvements. The proposed wayfinding signage is part of a broader effort by the City Council to revamp signage regulations to address concerns and improve signage for businesses.

Upon approval of this grant application, Public Works staff will procure and install the proposed signage in coordination with the CoC and BIDA to finalize the new signage and signage updates.

This proposal includes twelve (12) wayfinding signs with a budget of $36,000.00. The goal is to have the wayfinding signs placed before the 2020 summer tourist season. For further details, see attached application.

ATTACHMENTS:

BI Downtown Wayfinding Signage LTAC Application

COC Wayfinding Support Letter 082119.pdf

BIDA Letter of support COBI LTAC.docx

FISCAL DETAILS:

The 2020 Adopted Civic Improvement Fund (Hotel/Motel Tax) budget has $260,000 set aside for contract awards to aid tourism in accordance with state guidelines; based on current information and financial performance it is likely that the total amount awarded will increase to 27,000. The amount requested for the wayfinding project would be part of the total amount awarded for use in 2020.

Fund Name(s): Other

Coding:

CITY OF BAINBRIDGE ISLAND
2020 LODGING/TOURISM FUND PROPOSAL
COVER SHEET

Project Name: Downtown Bainbridge Island Wayfinding Signs

Name of Applicant Organization:
City of Bainbridge Island Public Works Department

Applicant Organization IRS Chapter 501(c)(3) or 501(c)(6) Status and Tax ID Number:
N/A

Date of Incorporation as a Washington State Corporation and UBI Number:
N/A

Primary Contact:
Chris Hammer, PE, PMP - Traffic Engineer

Mailing Address:

Email(s): chammer@bainbridgewa.gov

Day phone: 206-780-3740 Cell phone: _____

Please indicate the type of project described in your proposal:

√	Project Type
☐	Tourism marketing
☐	Marketing and operations of special events and festivals designed to attract tourists
☐	Supporting the operations of a tourism-related facility owned or operated by a nonprofit organization*
☒	Supporting the operations and/or capital expenditures of a tourism-related facility owned or operated by a municipality or a public facilities district*

*If the proposal requests funds for a tourism-related facility, please indicate the legal owner of that facility:

Lodging/ Tourism Fund Application

Applicant information

1. Description

At the direction of the City Council, the City of Bainbridge Island Public Works Department is requesting funding for wayfinding signage in Downtown Bainbridge Island. The purpose of the wayfinding signage is to direct both visitors and residents to businesses, attractions (parks and museums), and facilities (government buildings and public restrooms). Signage is intended to improve efficiency for pedestrians by reducing sidewalk congestion and optimizing recognition of businesses and attractions.

Downtown Bainbridge Island/Winslow is the commercial service and retail hub for Bainbridge Island serving 24,846 residents (July 1, 2018 US census) and visitors. Downtown Bainbridge Island is connected to the regional center of Seattle by ferry with the highest number of walk-on passengers in the system and is a growing tourist destination. Washington State Ferries reported that in 2017, there were 4,548,800 walk-on passengers for the Seattle to Bainbridge Route. This number is expected to grow to 6,422,500 by the year 2040 (January 2019 WSF Long Range Plan). Reflected in this number is a growing number of tourist trips. Improved wayfinding signage is needed to accommodate both the current and growing number of visitors and residents.

2. Partnerships

The City is collaborating with the Bainbridge Island Chamber of Commerce (CoC) and the Bainbridge Island Downtown Business Association (BIDA) on wayfinding signage and the development of this proposal. Refer to the attached letters of support (*support letters to be forthcoming*). The business community and the community at large have raised concerns about current signage and identified opportunities for improving signage. The proposed wayfinding signage is part of a broader effort by the City Council to revamp signage regulations to address concerns and improve signage for businesses. The City has also made large investments in complete street projects (examples: Winslow Way Reconstruction, Olympic Drive Non-motorized Improvements) to improve pedestrian accommodation and experience in the Downtown Core.

The current proposal has been informed by past efforts of the CoC and BIDA. The City of Bainbridge Island Public Works Department will procure and install the signage. CoC and BIDA will work with businesses to finalize the new signage and will be responsible for updating the signage.

3. Past Awards

Not applicable.

4. Past Reports

Not applicable.

Project Information

1. Describe the Proposed Project
   a. Scope

   Up to 12 wayfinding signs are proposed. Refer to the attached figures showing examples.

   Each wayfinding sign's location will include scan code (QR code) applications to allow pedestrians to access maps on the City's web site on their mobile devices.

   Signs will be located within the Central Core Overlay District as designated in City zoning maps.

   b. Budget

   $36,000 dollars is requested for the fabrication and installation of the signs. Refer to the attached documents for unit costs. Project may be scaled back to meet budget needs and/or implemented over multiple funding years. If the implementation is phased, emphasis will be on providing signage starting from the Ferry Terminal.

   c. Schedule

   The goal is to have signs in place before the 2020 summer tourist season.

2. Provide a brief narrative statement to address each of the selection criteria:
   a. Not applicable.
   b. Not applicable
   c. Improves awareness of and direction to lodging, meals, tours, gifts, and souvenirs.
   d. Not applicable.
   e. Public Works Department staff provides for the installation and maintenance of over 1800 signs.
   f. Wayfinding signage requested by CoC and BIDA representing the business community.
   g. Utilizes latest graphics and multi-media technologies.
   h. Not applicable.
   i. Physical and permanent improvement. Signs will be periodically updated by CoC/BIDA.
   j. Upon installation, signs can be observed. The effectiveness of signage to achieve awareness of businesses, attractions, and facilities is more subjective. Information could be gathered in future surveys by the City or other project partners to help best manage these assets.
   k. Match not proposed. The City is providing staff to manage the project design and construction and administer the grant. CoC/BIDA providing for periodic updates.

Supporting Documentation

Refer to letters from project partners.

City of Bainbridge Island

PUBLIC WORKS ENGINEERING

MEMORANDUM

DATE: August 14, 2019

FROM: Chris Hammer

SUBJECT: Wayfinding Signage Proposal for LTAC

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1. Existing Wayfinding Signage

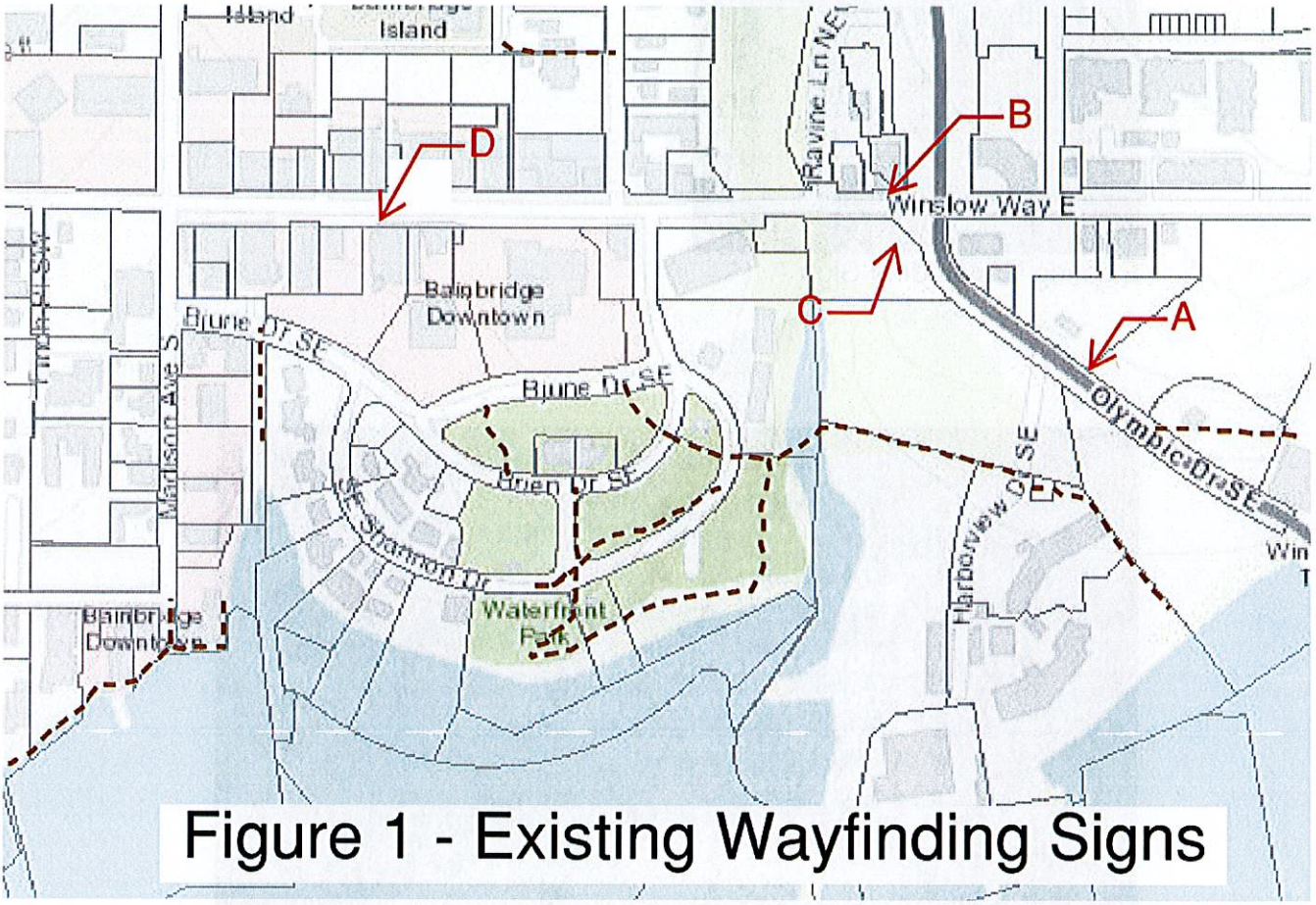
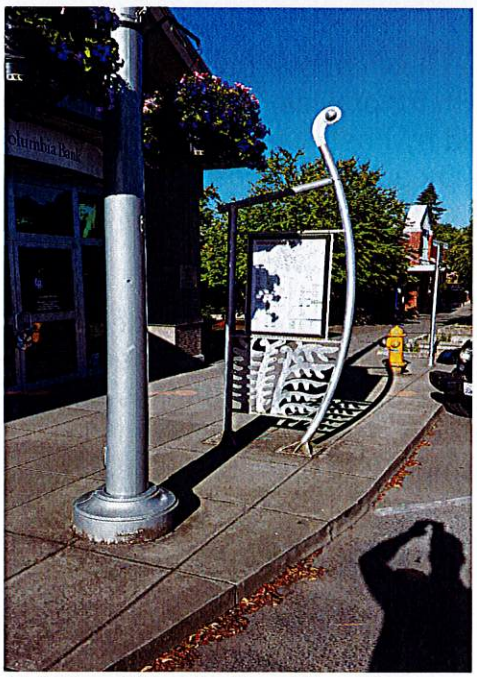


Figure 1 - Existing Wayfinding Signs

Existing Wayfinding Sign A

Existing Wayfinding Sign B

Existing Wayfinding Sign C


Existing Wayfinding Sign D

2. Proposed Signage

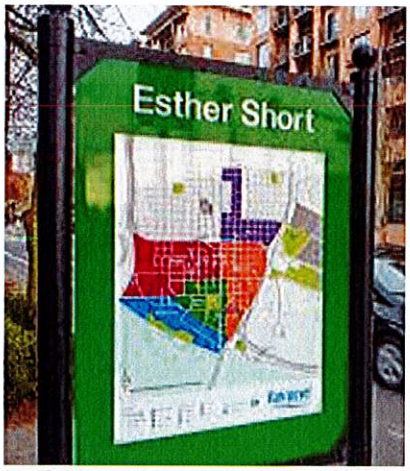
The images shown are examples of signs that are commercially available and relatively low cost. The images are from the recent Wayfinding Presentation by the Bainbridge Island Downtown Association and the Bainbridge Island Chamber of Commerce.

Example 1

Example 2

The City received quotes for signs similar to those shown above from Fast Signs. Fast Signs is a vendor that the City has worked with for providing custom signs. For these types of signs, the graphic art is provided by Fast Signs and included in the price. The cost for Example 1 is up to $1,500 each. The cost for Example 2 is up to $2,000 each. The cost for installation is estimated to be $1,000 for each location.

Fast signs can also provide more elaborate signage using graphics provided by the customer. Graphics for items such as the City logo or maps would need to be provided to the vendor. Refer to Example 3. For use of maps there is an additional cost for hiring a graphic designer. The costs for the sign shown in Example 3 would be about the same costs as Example 2 or up to $2,000 each.



Example 3

3. Potential locations for both replacing existing signs and for signs at new locations are illustrated in Figure 2.

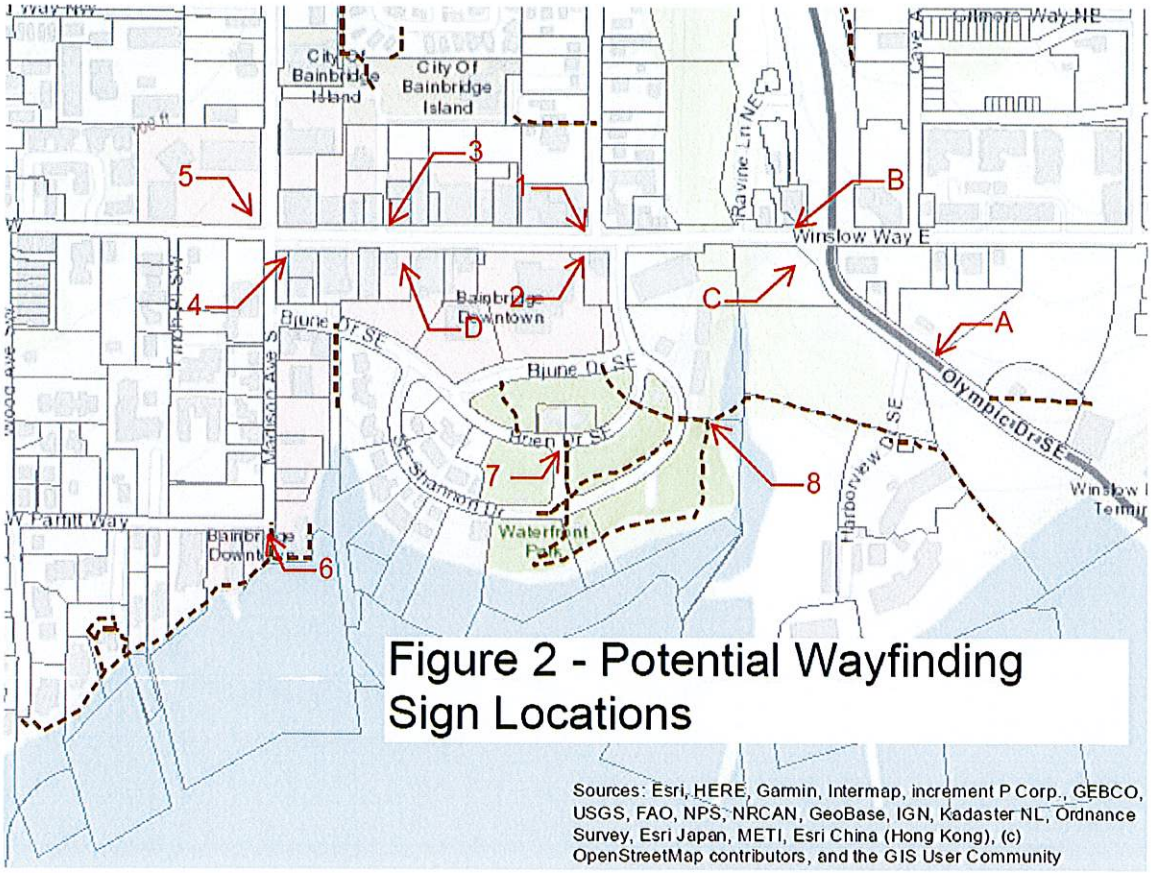


Figure 2 - Potential Wayfinding Sign Locations

Existing sign locations are shown with letters. New sign locations are shown with numbers. Providing eight additional signs, and replace 4 existing signs, for a total of up to 12 new signs at a cost not to exceed $36,000. This project estimate assumes that administration of the signs (selecting which businesses go on which sign and updating the signage as businesses change) is assumed to be a task that will be managed by an entity outside of the City.

STRONG SUSTAINABLE LOCAL

BAINBRIDGE ISLAND CHAMBER OF COMMERCE

BOARD OF DIRECTORS

Executive Board

Linda Lincoln
Chair

Matt Albee
Chair Elect

Russell Everett
Secretary

Claire Chavanu
Treasurer

Kelly Muldrow
Immediate Past Chair

Directors

Rhonda Brown
Cheryle Elmquist
Kelsey Hulse
Terry Lande
Chris Miller
Adam Matschek
Edward Moydell
Rick Pedersen
Kimberly Starr
Scott Tuchel
Steve Walden

Chairman's Circle

PLATINUM

Bainbridge Brewing
Bainbridge Disposal
Bainbridge Islander
First Federal
Harrison Medical Center
Kitsap Bank
Marshall Suites
Puget Sound Energy

GOLD

HomeStreet Bank
Rotary Club of Bainbridge
Sears & Associates
TILZ Soils & Compost
Town & Country Market

August 12, 2019

To: Lodging Tax Advisory Committee
Re: City of Bainbridge Island
Downtown Bainbridge Island Way Finding Signage.

Committee Members,

This letter is presented in support of the proposed project.

Over the past several years, attempts have been made to create wayfinding signage on Bainbridge Island. The proposal before you, prepared at the direction of the City Council, from your Traffic Engineer, Chris Hammer, is a timely and welcomed offering of a solution for this problem.

Partnering with The Chamber and the Bainbridge Island Downtown Association, COBI's proposal will create signage that will help residents, visitors and tourists find their way around Downtown Bainbridge Island. From the Ferry Terminal proceeding up Olympic Way and down Winslow, the proposed Wayfinding Signage will point out the places of interest along the way.

Upon the completion of the project, BICC and BIDA will assume the role of guardians of the signage and keep everything up to date and all information relevant and timely.

Again, we wish to express our support for this project.

Respectfully,

Rex Oliver, IOM
President/CEO
Bainbridge Island Chamber of Commerce

August 22, 2019

To: 2020 Lodging Tax Advisory Committee

From: Jerri Lane, Executive Director, Bainbridge Island Downtown Association

Re: Letter of support for City of Bainbridge Island 2020 LTAC proposal

I would like to offer our support for the City of Bainbridge Island's 2020 application for Lodging Tax funds. Specifically their work initiating twelve Downtown Bainbridge Wayfinding signs.

The solid partnership between COBI and the Bainbridge Island Downtown Association will enable us to address a long standing process and will launch a cohesive Wayfinding strategy.

Thank you for your consideration.

Jerri Lane, Executive Director
Bainbridge Island Downtown Association

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 27, 2019 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (8:35 PM) Memorandum of Understanding between Kitsap County Sheriffs Office and Bainbridge Island Police Department Regarding Registered Sex Offender Address/Residency Verification Program Grant - Police,

STRATEGIC PRIORITY: Safe City

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Interlocal Agreement **PROPOSED BY:** Police

RECOMMENDED MOTION:

I move to forward the Memorandum of Understanding regarding the Registered Sex Offender Address/Residency Verification Program Grant for approval with the September 10, 2019 Consent Agenda.

SUMMARY:

Acceptance of grant funding to cover the costs of Bainbridge Island Police Officers making face-to-face contact with all registered sex and kidnapping offenders at their place of residency on Bainbridge Island to maintain the accuracy of the Sex Offender Registry and enforce registration requirements.

FISCAL IMPACT:

Amount:	$1,635.54
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND:

The Washington Association of Sheriffs and Police Chiefs provides annual grant funding to law enforcement agencies participating in the Registered Sex/Kidnapping Offender Address & Residency Verification Program through the Kitsap County Sheriff's Office. Participating law enforcement agencies make face-to-face contact with offenders in their jurisdiction to verify their place of residence and maintain the accuracy of the Sex Offender Registry. There are currently 816 registered sex offenders in Kitsap County. Eleven of those

offenders, or 2% of the total, reside on Bainbridge Island. Therefore, Bainbridge Island will receive $1,635.54 (2% of the total grant funding) to help defray expenses associated with conducting that service.

ATTACHMENTS:

MOU - Registered Sex Offender Address/Residency Verification Program Grant

FISCAL DETAILS: This revenue of $1,635 is not budgeted in the 2019-2020 Adopted Budget.

Fund Name(s): General Fund

Coding:

Memorandum of Understanding
Between
Kitsap County Sheriff's Office and
City of Bainbridge Island Police Department

Registered Sex and Kidnapping Offender Address Verification Program (2019-2020)

This Memorandum of Understanding ("MOU") regarding the Registered Sex Offender Address Verification Program (2019-2020) ("Program") is between Kitsap County through the Kitsap County Sheriff's Office ("KSCO") and the City of Bainbridge Island ("City").

WHEREAS, KCSO has received grant funding in the amount of $163,554.15 from the Washington Association of Sheriffs and Police Chiefs ("WASPC") for face-to-face address verification of registered sex and kidnapping offenders at his/her place of residency, as more specifically provided in RCW 9A.44.130.

WHEREAS, face-to-face address verification is important to maintain the accuracy of the Sex Offender Registry and to enforce registration requirements and requires additional resources and requires the assistance from the cities in Kitsap County in order to maintain the accuracy of the registry.

WHEREAS, KCSO seeks assistance from the City to complete the statutory address verification and the City desires to provide such assistance pursuant to the terms and conditions of this MOU.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this MOU is one (1) year commencing July 1, 2019 and ending June 30, 2020. The MOU may be terminated by either party on 10-days prior written notice to the other.

2. City's Responsibilities.
   a. The City will conduct face-to-face verification of registered offenders place of residency residing in the City and submit quarterly electronic reports for each offender contact as provided below.

   b. Face-to-face verification of a sex offender's address at the place of residence:
      1. Level I Offenders and Level II Offenders - face-to-face verification once every six (6) months. Level I Offenders includes unclassified offenders and kidnapping offenders unless a shorter timeframe is required in the interests of public safety.
      2. Level III Offenders - face-to-face verification once every three (3) months.

   c. Electronic verification of face-to-face contact.
      1. Electronic Reporting. Agencies must quarterly submit electronic verification in ILeads for each offender contact in accordance with the above-mentioned verification schedule on or before October 5, 2019, January 5, 2020, April 5, 2020, and July 5, 2020.

2. Attempted Contacts. If an officer attempts to contact a registered offender and determines that the offender no longer resides at the address, he/she is registered, the officer shall complete an Incident/Investigative Report in ILeads and forward the report to the Kitsap County Sheriff's Office Detective Division for follow up investigation regarding the "Failure to Register".

d. Community Notification for Level III Offenders:
   1. The City shall send a press release to the local media on any new Level III offender within their jurisdiction.

   2. The City should conduct a community notification meeting on any new registered Level III offender within their jurisdiction.

3. KCSO Responsibilities.
   a. KCSO will do the following:
      1. register all sex offenders and kidnapping offenders residing in Kitsap County as required by law;
      2. monitor all offenders registered as "transient" within Kitsap County on a weekly basis as required by law;
      3. follow up on all incident/investigative reports of "Failure to Register" submitted to the KCSO Detective Division by the City;
      4. maintain a master file on each registered offender within Kitsap County; and
      5. complete and submit the necessary reports/documents to WASPC as required by the Program.

4. Funding.
   a. As of June 11, 2019, there are 816 registered offenders within Kitsap County. The following are the number of offenders currently registered in each of the agencies' jurisdiction.

      Offenders registered within the City of Bremerton - 208
      Offenders registered with the City of Port Orchard- 32
      Offenders registered with the City of Poulsbo - 7
      Offenders registered with the City of Bainbridge Island - 11

   b. Each City will receive a percentage of the Program grant monies based on the number of offenders. The percentage will be calculated based on the percentage of offenders within the jurisdiction of the City compared to the total number of registered offenders within Kitsap County. That percentage of the total award amount minus 50% is your total award amount. [e.g. 816 registered offenders within Kitsap County, with 82 offenders within an agency's jurisdiction is 10 % of the total offenders. 10% times the award amount. $163,554.15 = $16,355.42 X 50% = $8,177.71.] The City of Bainbridge Island has 2% of Kitsap County's registered sex offenders. Therefore, the 2019-20 award amount to the City of Bainbridge Island is $1,635.54.

   c. Regardless of the figures in paragraph 4(b) above, a minimum of $1,000 will be awarded to each participating agency. The City of Bainbridge Island has 2% of Kitsap County's

registered offenders. Therefore, pursuant to paragraph 34(b) above, the 2019-20 award amount is $1,635.54.

d. If any funding under this MOU is not available, withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on the funding after the MOU becomes effective, KCSO may in its discretion and without penalty reduce or terminate the funding allocated to the City, and/or terminate the MOU.

5. Compliance with laws. The parties shall comply with all applicable statutes, which includes without limitation compliance with RCW 4.24.550, 9A.44.130, 9A.44.135, and 36.28A.230, when conducting registration, community notification, and verification of sex and kidnapping offenders.

6. Liability. Each party is responsible and liable for the acts and omissions of its own officers, agents, or employees in connection with the performance of their official duties under this MOU.

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

8. Third Party Rights. This MOU is intended to be solely between the parties. No part of this MOU shall be construed to add, supplement, or amend existing rights, benefits, or privileges of any third party, including without limitation, employees of either party.

9. Entire Agreement. This MOU contains the entire understanding of the parties and supersedes any other agreement or understanding of the parties relating to the subject matter of this MOU.

10. Counterparts. The Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitution one and the same agreement.

11. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

Dated this _____ day of _____, 2019

_____
Morgan Smith, City Manager
City of Bainbridge Island

Dated this _____ day of _____, 2019

_____
Gary Simpson, Sheriff
Kitsap County Sheriff's Office

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 27, 2019 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (8:40 PM) Wyatt/Madison Roundabout Project Right-of-Way and Temporary Construction Easement Acquisition - Public Works,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract **PROPOSED BY:** Public Works

RECOMMENDED MOTION:

I move to forward for approval with the September 10, 2019 Consent Agenda authorization for the City Manager and the Public Works Director to negotiate and execute all agreements needed to purchase easements or right-of-way necessary for the Wyatt/Madison Roundabout Project up to a total amount of $180,000.

SUMMARY:

Public Works Department staff requests that the City Council authorize the City Manager and the Public Works Director to negotiate and execute all agreements needed to purchase easements or right-of-way necessary for the Wyatt/Madison Roundabout Project up to a total amount of $180,000.

FISCAL IMPACT:

Amount:	$180,000
Ongoing Cost:	
One-Time Cost:	$180,000
Included in Current Budget?	Yes

BACKGROUND:

The Public Works Department staff have negotiated an agreement with the private property owners at the southwest corner of Wyatt and Madison Avenues for permanent and temporary easements that will facilitate the construction of the Wyatt/Madison roundabout and the Wyatt Ave sidewalk construction. There are two permanent easements along the Wyatt Way frontage for sidewalk improvements, and three temporary construction easements ("TCEs") that will facilitate construction and material storage.

Also included in the packet is an evaluation of the $180,000 value of the permanent and temporary easements, provided by the City's right-of-way consultant, Contract Land Staff LLC (CLS). CLS concluded that the value of the easements (considered an administrative settlement in lieu of condemnation) was appropriate given the value of the private property, the value of the property owner's continued administrative involvement in the process, and the potential costs associated with a condemnation proceeding.

ATTACHMENTS:

ROW Easement Agreement - MARE - Parcel No. 272502-4-184-2004

ROW Easement Agreement - MARE - Parcel No. 272502-4-185-2003

TCE - MARE - Parcel No. 272502-4-009-2007

TCE - MARE - Parcel No. 272502-4-184-2004

TCE - MARE - Parcel No. 272502-4-185-2003

Memorandum - CLS Evaluation

FISCAL DETAILS: The 2019-20 Adopted Project Budget total is $3,850,000 ($3,700,000 in the General Fund and $150,000 in the Water Utility Fund). Project spending to date totals $810,000 ($780,000 in the general fund and $30,000 in Water) with $3,040,000 remaining.

Fund Name(s): General Fund

Coding:

AFTER RECORDING, PLEASE RETURN TO:

Kelly Jahraus
Deputy City Clerk
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110

RIGHT-OF-WAY EASEMENT AGREEMENT

Reference Number(s) of Documents Assigned or Released:	N/A
Grantor(s):	Madison Avenue Real Estate LLC.
Grantee:	City of Bainbridge Island, a Washington State municipal corporation
Short Legal Description:	Ptn NE ¼, SE ¼, Sec. 27, T.25N., R.2E., W.M., Kitsap County, WA, daf: Beg 20ft S & 20ft W of NE Cor of NE ¼, SE ¼; Th W 267ft; Th S 82ft; Th E 247ft; Th SE to a pt 102ft S of POB; Th N to POB
Assessor's Property Tax Parcel/Account Number(s):	272502-4-184-2004

THIS RIGHT-OF-WAY EASEMENT AGREEMENT ("Agreement") is made by and between Madison Avenue Real Estate LLC. ("Grantor") and the City of Bainbridge Island, a Washington State municipal corporation ("Grantee"). The Grantor and the Grantee (the "Parties") agree as follows:

1. Grantor's Real Property. The Grantor is the fee owner of the real property which is legally described on **Exhibit A**, attached hereto and incorporated herein by this reference ("Grantor's Real Property").

2. Grant of Perpetual Right-of-Way Easement. The Grantor, for valuable consideration, the receipt of which is hereby acknowledged, conveys and warrants to the Grantee, its successors, and assigns, a perpetual, nonexclusive right-of-way easement ("Right-of-Way Easement") under, over, through, and across the portion of the Grantor's Real Property legally described on **Exhibit B** and depicted on **Exhibit D**, both of which are attached hereto and incorporated herein ("Right-of-Way Easement Area").

3. Grant of Access and Maintenance Easement. The Grantor, for valuable consideration, the receipt of which is hereby acknowledged, conveys and warrants to the Grantee, its successors, and assigns, a perpetual, nonexclusive access and maintenance easement ("Maintenance Easement") under, over, through, and across the portion of the Grantor's Real Property legally described on **Exhibit C,** attached hereto and incorporated herein ("Maintenance Easement Area"), and depicted on **Exhibit D**.

4. Purpose. The Right-of-Way Easement and the Maintenance Easement are conveyed, for the benefit and use of the Grantee and the general public, for the purpose of the construction, development, installation, operation, maintenance, repair, replacement, removal, or use of certain Facilities. For the purposes of this Agreement, "Facilities" shall include: (i) a roadway; (ii) utility facilities; and (iii) other reasonable and appropriate uses appurtenant to a municipal roadway and utility installation and use, including, without limitation, sidewalks, curbs, gutters, pipes, pumps, and wires.

5. Access. The Grantee shall have the right, without prior institution of any suit or proceeding at law, to enter upon the Right-of-Way Easement Area and the Maintenance Easement Area as necessary for the construction, development, installation, operation, maintenance, repair, replacement, removal, or use of any Facilities.

6. Restoration. If the surface of the Right-of-Way Easement Area or the Maintenance Easement Area is disturbed by the Grantee's construction, development, installation, operation, maintenance, repair, replacement, removal, or use of any Facilities, then the Grantee shall restore the surface of the same as nearly as possible to the condition in which it existed at the commencement of the Grantee's work.

7. Reservation of Rights. All rights, title, and interest, which may be used and enjoyed without interfering with the Right-of-Way Easement and the Maintenance Easement, are reserved to the Grantor. The construction, installation, maintenance, or repair, after the date of

this Agreement, of structures of a permanent nature, which interfere with the operation of any Facilities, shall be deemed an encroachment upon the Grantee's easement rights, and the Grantor shall be obligated to remove the encroachments at the Grantor's expense.

8. Protection of Facilities. The Grantor covenants that no digging, tunneling, or other form of construction activity shall be done on the Grantor's Real Property, the Right-of-Way Easement Area, or the Maintenance Easement Area that would disturb, damage, unearth, or undermine any of the Facilities, or endanger the lateral support to any of the Facilities.

9. Indemnity. By accepting and recording this Agreement, the Grantee agrees to indemnify and hold harmless the Grantor from any and all claims for injuries or damages suffered by any person or property which may be caused by the Grantee's exercise of the rights granted herein; provided, that the Grantee shall not be responsible to the Grantor for any injuries or damages suffered by any person or property caused by the acts or omissions of the Grantor or their agents.

10. Binding Effect. This Agreement and the rights and obligations under this Agreement are intended to and shall run with the land and shall benefit and bind the Parties and their respective successors and assigns.

11. Good Title. The Grantor warrants that they have good title to the Grantor's Real Property and warrants the Grantee title to, and quiet enjoyment of, the Right-of-Way Easement and the Maintenance Easement conveyed in this Agreement.

12. Complete Agreement. This Agreement represents the complete agreement of the Parties regarding the matters described herein. There are no other verbal or written agreements regarding the easement rights and obligations set forth herein, except as contained in this Agreement. This Agreement may only be modified by a written document signed by the Parties.

13. Authority. Each party signing this Agreement, if on behalf of an entity, represents that they have full authority to sign this Agreement on behalf of such entity.

14. Attorneys' Fees. If either party brings any suit or other proceeding arising out of or in connection with this Agreement, the prevailing party (as determined by the court or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the later of the signature dates below.

GRANTOR:	**GRANTEE:**
MADISON AVENUE REAL ESTATE LLC.	CITY OF BAINBRIDGE ISLAND
By:_____	By: _____
Its:_____	Morgan Smith, City Manager
Date: _____	Date: _____

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument, and acknowledged it as the _____of the _____to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED:_____

_____

NAME: _____
(Print Name)
Notary Public in and for the State of Washington.
Commission Expires: _____

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

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

DATED:_____

_____

NAME: _____
(Print Name)
Notary Public in and for the State of Washington.
Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S REAL PROPERTY

Beginning 20 feet south and 20 feet west of the northeast corner of the northeast quarter of the southeast quarter of Section 27, Township 25 North, Range 2 East, W.M.;
Thence West 267 Feet;
Thence South 82 Feet;
Thence East 247 Feet;
Thence southeast to a point 102 feet south of the Point of Beginning;
Thence North to the Point of Beginning;
EXCEPT roads;

AND EXCEPT that portion described as follows:
Beginning 20 feet south and 20 feet west of the northeast corner of the northeast quarter of the southeast quarter of Section 27, Township 25 North, Range 2 East, W.M.;
Thence West 150 Feet;
Thence South 82 Feet;
Thence East 130 Feet;
Thence southeast to a point 102 feet south of the Point of Beginning;
Thence North to the Point of Beginning;
EXCEPT roads.

EXHIBIT B

LEGAL DESCRIPTION OF RIGHT-OF-WAY EASEMENT AREA

The northerly 10.00 feet of the following described parcel;

Beginning 20 feet south and 20 feet west of the northeast corner of the northeast quarter of the southeast quarter of Section 27, Township 25 North, Range 2 East, W.M.;
Thence West 267 Feet;
Thence South 82 Feet;
Thence East 247 Feet;
Thence southeast to a point 102 feet south of the Point of Beginning;
Thence North to the Point of Beginning;
EXCEPT roads;

AND EXCEPT that portion described as follows:
Beginning 20 feet south and 20 feet west of the northeast corner of the northeast quarter of the southeast quarter of Section 27, Township 25 North, Range 2 East, W.M.;
Thence West 150 Feet;
Thence South 82 Feet;
Thence East 130 Feet;
Thence southeast to a point 102 feet south of the Point of Beginning;
Thence North to the Point of Beginning;
EXCEPT roads.

EXHIBIT C

LEGAL DESCRIPTION OF MAINTENANCE EASEMENT AREA

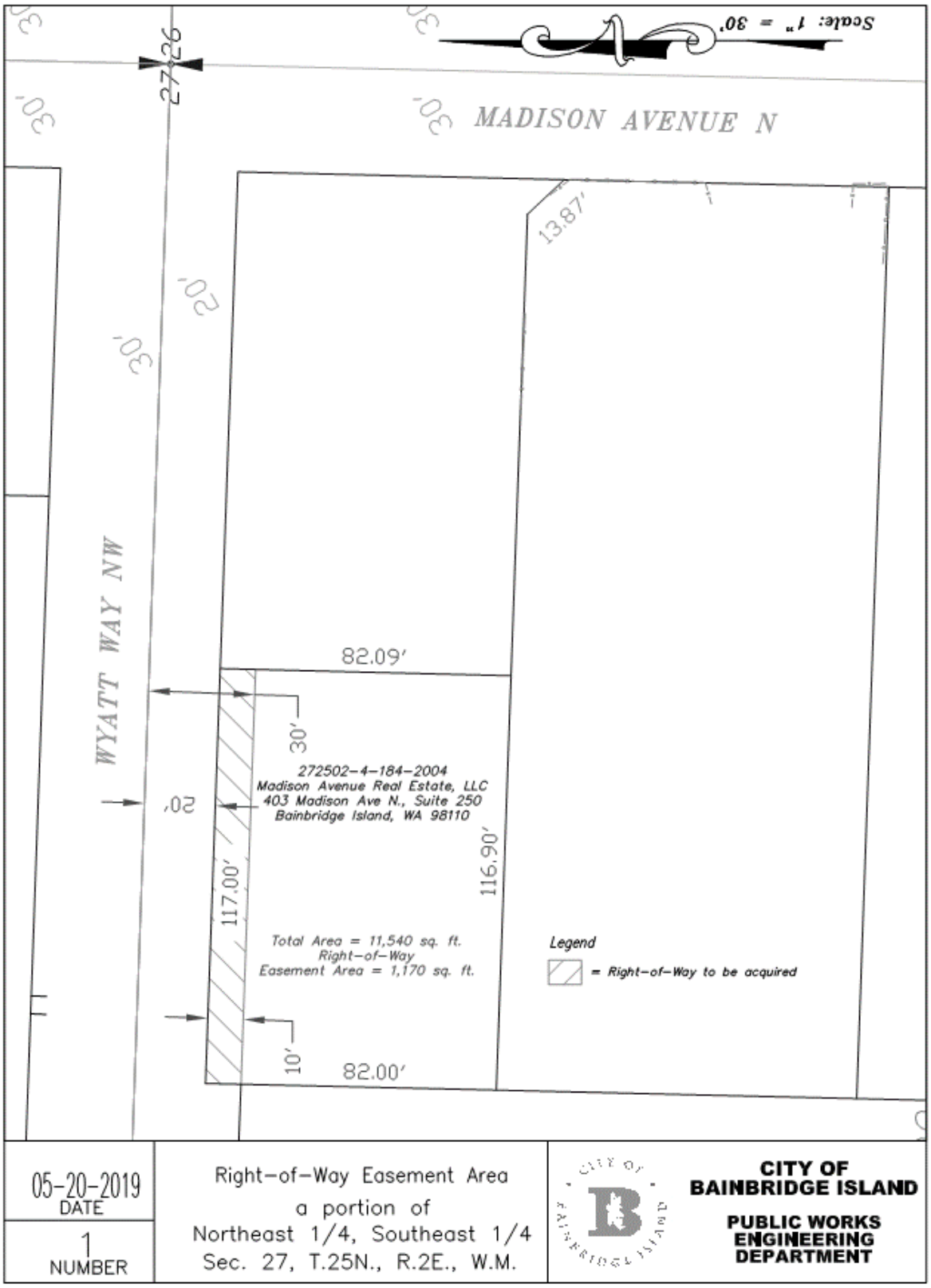
The northerly 10.00 feet of the following described parcel;

Beginning 20 feet south and 20 feet west of the northeast corner of the northeast quarter of the southeast quarter of Section 27, Township 25 North, Range 2 East, W.M.;
Thence West 267 Feet;
Thence South 82 Feet;
Thence East 247 Feet;
Thence southeast to a point 102 feet south of the Point of Beginning;
Thence North to the Point of Beginning;
EXCEPT roads;

AND EXCEPT that portion described as follows:
Beginning 20 feet south and 20 feet west of the northeast corner of the northeast quarter of the southeast quarter of Section 27, Township 25 North, Range 2 East, W.M.;
Thence West 150 Feet;
Thence South 82 Feet;
Thence East 130 Feet;
Thence southeast to a point 102 feet south of the Point of Beginning;
Thence North to the Point of Beginning;
EXCEPT roads.

EXHIBIT D

(attached)


Scale: 1" = 30'
27/26
MADISON AVENUE N
WYATT WAY NW
30'
20'
13.87'
82.09'
30'
272502-4-184-2004
Madison Avenue Real Estate, LLC
403 Madison Ave N., Suite 250
Bainbridge Island, WA 98110
20'
117.00'
116.90'
Total Area = 11,540 sq. ft.
Right-of-Way
Easement Area = 1,170 sq. ft.
Legend
= Right-of-Way to be acquired
10'
82.00'
05-20-2019
DATE
1
NUMBER
Right-of-Way Easement Area
a portion of
Northeast 1/4, Southeast 1/4
Sec. 27, T.25N., R.2E., W.M.
CITY OF BAINBRIDGE ISLAND
PUBLIC WORKS
ENGINEERING
DEPARTMENT

AFTER RECORDING, PLEASE RETURN TO:

Kelly Jahraus
Deputy City Clerk
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110

RIGHT-OF-WAY EASEMENT AGREEMENT

Reference Number(s) of Documents Assigned or Released:	N/A
Grantor(s):	Madison Avenue Real Estate LLC.
Grantee:	City of Bainbridge Island, a Washington State municipal corporation
Short Legal Description:	Ptn NE ¼, SE ¼, Sec. 27, T.25N., R.2E., W.M., Kitsap County, WA, daf: Beg 20ft S & 20ft W of NE Cor of NE ¼, SE ¼; Th W 150ft; Th S 82ft; Th E 130ft; Th SE to a pt 102ft S of POB; Th N to POB City of Bainbridge Island, Kitsap County, Washington, (Complete legal description on Exhibit A)
Assessor's Property Tax Parcel/Account Number(s):	272502-4-185-2003

THIS RIGHT-OF-WAY EASEMENT AGREEMENT ("Agreement") is made by and between Madison Avenue Real Estate LLC. ("Grantor") and the City of Bainbridge Island, a Washington State municipal corporation ("Grantee"). The Grantor and the Grantee (the "Parties") agree as follows:

1. Grantor's Real Property. The Grantor is the fee owner of the real property which is legally described on **Exhibit A**, attached hereto and incorporated herein by this reference ("Grantor's Real Property").

2. Grant of Perpetual Right-of-Way Easement. The Grantor, for valuable consideration, the receipt of which is hereby acknowledged, conveys and warrants to the Grantee, its successors, and assigns, a perpetual, nonexclusive right-of-way easement ("Right-of-Way Easement") under, over, through, and across the portion of the Grantor's Real Property legally described on **Exhibit B** and depicted on **Exhibit D**, both of which are attached hereto and incorporated herein ("Right-of-Way Easement Area").

3. Grant of Access and Maintenance Easement. The Grantor, for valuable consideration, the receipt of which is hereby acknowledged, conveys and warrants to the Grantee, its successors, and assigns, a perpetual, nonexclusive access and maintenance easement ("Maintenance Easement") under, over, through, and across the portion of the Grantor's Real Property legally described on **Exhibit C,** attached hereto and incorporated herein ("Maintenance Easement Area"), and depicted on **Exhibit D**.

4. Purpose. The Right-of-Way Easement and the Maintenance Easement are conveyed, for the benefit and use of the Grantee and the general public, for the purpose of the construction, development, installation, operation, maintenance, repair, replacement, removal, or use of certain Facilities. For the purposes of this Agreement, "Facilities" shall include: (i) a roadway; (ii) utility facilities; and (iii) other reasonable and appropriate uses appurtenant to a municipal roadway and utility installation and use, including, without limitation, sidewalks, curbs, gutters, pipes, pumps, and wires.

5. Access. The Grantee shall have the right, without prior institution of any suit or proceeding at law, to enter upon the Right-of-Way Easement Area and the Maintenance Easement Area as necessary for the construction, development, installation, operation, maintenance, repair, replacement, removal, or use of any Facilities.

6. Restoration. If the surface of the Right-of-Way Easement Area or the Maintenance Easement Area is disturbed by the Grantee's construction, development, installation, operation, maintenance, repair, replacement, removal, or use of any Facilities, then the Grantee shall restore the surface of the same as nearly as possible to the condition in which it existed at the commencement of the Grantee's work.

7. Reservation of Rights. All rights, title, and interest, which may be used and enjoyed without interfering with the Right-of-Way Easement and the Maintenance Easement, are reserved to the Grantor. The construction, installation, maintenance, or repair, after the date of

this Agreement, of structures of a permanent nature, which interfere with the operation of any Facilities, shall be deemed an encroachment upon the Grantee's easement rights, and the Grantor shall be obligated to remove the encroachments at the Grantor's expense.

8. Protection of Facilities. The Grantor covenants that no digging, tunneling, or other form of construction activity shall be done on the Grantor's Real Property, the Right-of-Way Easement Area, or the Maintenance Easement Area that would disturb, damage, unearth, or undermine any of the Facilities, or endanger the lateral support to any of the Facilities.

9. Indemnity. By accepting and recording this Agreement, the Grantee agrees to indemnify and hold harmless the Grantor from any and all claims for injuries or damages suffered by any person or property which may be caused by the Grantee's exercise of the rights granted herein; provided, that the Grantee shall not be responsible to the Grantor for any injuries or damages suffered by any person or property caused by the acts or omissions of the Grantor or their agents.

10. Binding Effect. This Agreement and the rights and obligations under this Agreement are intended to and shall run with the land and shall benefit and bind the Parties and their respective successors and assigns.

11. Good Title. The Grantor warrants that they have good title to the Grantor's Real Property and warrants the Grantee title to, and quiet enjoyment of, the Right-of-Way Easement and the Maintenance Easement conveyed in this Agreement.

12. Complete Agreement. This Agreement represents the complete agreement of the Parties regarding the matters described herein. There are no other verbal or written agreements regarding the easement rights and obligations set forth herein, except as contained in this Agreement. This Agreement may only be modified by a written document signed by the Parties.

13. Authority. Each party signing this Agreement, if on behalf of an entity, represents that they have full authority to sign this Agreement on behalf of such entity.

14. Attorneys' Fees. If either party brings any suit or other proceeding arising out of or in connection with this Agreement, the prevailing party (as determined by the court or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the later of the signature dates below.

GRANTOR:	**GRANTEE:**
MADISON AVENUE REAL ESTATE LLC.	CITY OF BAINBRIDGE ISLAND
By:_____	By: _____
Its:_____	Morgan Smith, City Manager
Date: _____	Date: _____

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument, and acknowledged it as the _____of the _____to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED:_____

_____

NAME: _____
(Print Name)
Notary Public in and for the State of Washington.
Commission Expires: _____

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

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

DATED:_____

_____

NAME: _____
(Print Name)
Notary Public in and for the State of Washington.
Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S REAL PROPERTY

Beginning 20 feet south and 20 feet west of the northeast corner of the northeast quarter of the southeast quarter of Section 27, Township 25 North, Range 2 East, W.M.;
Thence West 150 feet;
Thence South 82 feet;
Thence East 130 feet;
Thence southeast to a point 102 feet south of the Point of Beginning;
Thence North to the Point of Beginning;
EXCEPT roads;
EXCEPT for that portion conveyed to the City of Bainbridge Island for right of way under Auditor's File No. 3217711, records of Kitsap County, Washington, described as follows:
The East 10 feet of the above described property.

EXHIBIT B

LEGAL DESCRIPTION OF RIGHT-OF-WAY EASEMENT AREA

A portion of the following described parcel;

Beginning 20 feet south and 20 feet west of the northeast corner of the northeast quarter of the southeast quarter of Section 27, Township 25 North, Range 2 East, W.M.;
Thence West 150 feet;
Thence South 82 feet;
Thence East 130 feet;
Thence southeast to a point 102 feet south of the Point of Beginning;
Thence North to the Point of Beginning;
EXCEPT roads;
EXCEPT for that portion conveyed to the City of Bainbridge Island for right of way under Auditor's File No. 3217711, records of Kitsap County, Washington, described as follows:
The east 10 feet of the above described property.

Described as follows;
Commencing at the northeast corner of the above described parcel and the True Point of Beginning;
Thence West 140.00 feet;
Thence South 4.00 feet;
Thence easterly parallel to the north line of the above described parcel 67.00 feet;
Thence South 81º32’09” East 51.44 feet;
Thence southeasterly along a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 82º57’57”, an arc distance of 36.20 feet to the easterly property line of the above described parcel and the westerly right-of-way of Madison Avenue N;
Thence northerly along said property line 34.28 feet to the True Point of Beginning.

EXHIBIT C

LEGAL DESCRIPTION OF MAINTENANCE EASEMENT AREA

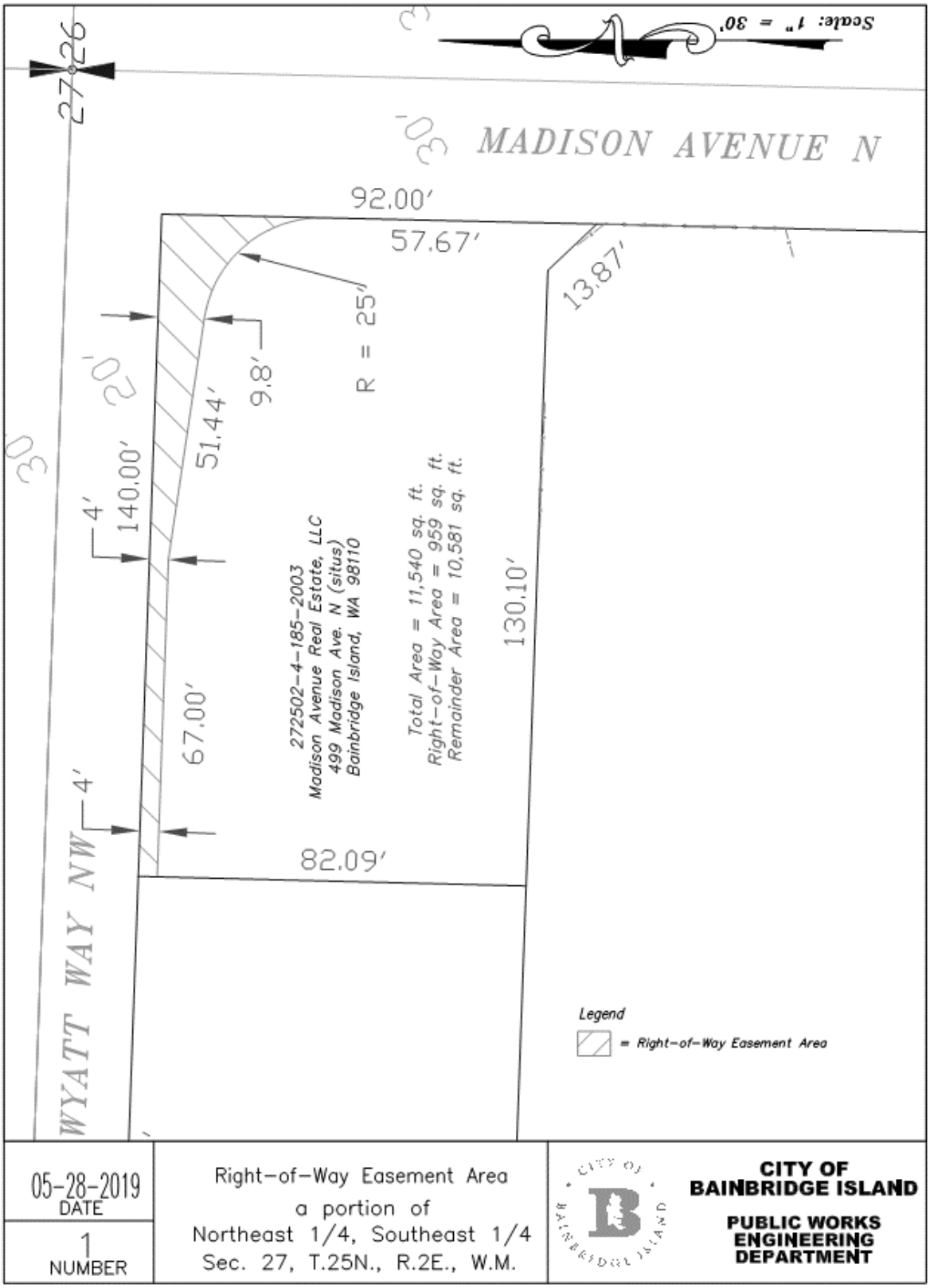
A portion of the following described parcel;

Beginning 20 feet south and 20 feet west of the northeast corner of the northeast quarter of the southeast quarter of Section 27, Township 25 North, Range 2 East, W.M.;
Thence West 150 feet;
Thence South 82 feet;
Thence East 130 feet;
Thence southeast to a point 102 feet south of the Point of Beginning;
Thence North to the Point of Beginning;
EXCEPT roads;
EXCEPT for that portion conveyed to the City of Bainbridge Island for right of way under Auditor's File No. 3217711, records of Kitsap County, Washington, described as follows:
The east 10 feet of the above described property.

Described as follows;
Commencing at the northeast corner of the above described parcel and the True Point of Beginning;
Thence West 140.00 feet;
Thence South 4.00 feet;
Thence easterly parallel to the north line of the above described parcel 67.00 feet;
Thence South 81º32’09” East 51.44 feet;
Thence southeasterly along a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 82º57’57”, an arc distance of 36.20 feet to the easterly property line of the above described parcel and the westerly right-of-way of Madison Avenue N;
Thence northerly along said property line 34.28 feet to the True Point of Beginning.

EXHIBIT D

(attached)


Scale: 1" = 30'
27
26
MADISON AVENUE N
92.00'
57.67'
13.87'
R = 25'
9.8'
51.44'
140.00'
4'
67.00'
4'
82.09'
130.10'
272502-4-185-2003
Madison Avenue Real Estate, LLC
499 Madison Ave. N (situs)
Bainbridge Island, WA 98110
Total Area = 11,540 sq. ft.
Right-of-Way Area = 959 sq. ft.
Remainder Area = 10,581 sq. ft.
WYATT WAY NW
Legend
= Right-of-Way Easement Area
05-28-2019
DATE
1
NUMBER
Right-of-Way Easement Area
a portion of
Northeast 1/4, Southeast 1/4
Sec. 27, T.25N., R.2E., W.M.
CITY OF BAINBRIDGE ISLAND
PUBLIC WORKS ENGINEERING DEPARTMENT

AFTER RECORDING RETURN TO:

Kelly Jahraus
Deputy City Clerk
City of Bainbridge Island
280 Madison Avenue N.
Bainbridge Island, WA 98110

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Reference Number(s) of Documents Assigned or Released: N/A

Grantor(s): Madison Avenue Real Estate LLC, a Washington State limited liability company

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

Short Legal Description: [_____]
City of Bainbridge Island, Kitsap County, Washington,
(Complete legal description on Exhibit A)

Assessor's Property Tax Parcel/Account Number(s): 272502-4-009-2007

DRAFT

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

IN THE MATTER OF:
CITY OF BAINBRIDGE ISLAND

WYATT WAY RECONSTRUCTION PROJECT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made by and between the City of Bainbridge Island, a Washington State municipal corporation, ("Grantee") and Madison Avenue Real Estate LLC, a Washington State limited liability company ("Grantor"). The Grantor and the Grantee (the "Parties") agree as follows:

1. Grantor's Real Property. The Grantor is the fee owner of the real property legally described on **Exhibit A**, attached hereto and incorporated herein by this reference ("Grantor's Real Property").

2. Grant of Temporary Construction Easement. The Grantor, for valuable consideration, the receipt of which is hereby acknowledged, grants to the Grantee a nonexclusive temporary easement ("Temporary Construction Easement") to use, modify, and/or occupy the portion of Grantor's Real Property legally described on **Exhibit B** and depicted on **Exhibit C**, both of which are attached hereto and incorporated herein ("Temporary Construction Easement Area").

3. Purpose. The Temporary Construction Easement is granted to the City to allow the City to complete the City's Wyatt Way Reconstruction Project, which consists of, but is not limited to, the following work:

   a. Complete sidewalk and bicycle facilities on both sides of the street from Madison to Lovell;
   b. Reconstruction of roadway surfacing and drainage improvements; and
   c. Utility maintenance, improvements, and upgrades.

4. Duration. This Agreement shall take effect upon execution by both Parties. The Temporary Construction Easement granted under this Agreement shall remain in full force and effect until completion of the City's Wyatt Way Reconstruction Project, at which point the Temporary Construction Easement shall expire and no longer be in force or effect. For the purposes of this Agreement, completion of the City's Wyatt Way Reconstruction Project shall occur on the date of the City's final acceptance of the work performed by the contractor hired by the City to construct the project.

5. Indemnity. By executing this Agreement, the Grantee agrees to indemnify and hold harmless the Grantor from any and all claims for injuries or damages suffered by any person or property which may be caused by the Grantee's exercise of the rights granted herein; provided, that the Grantee shall not be responsible to the Grantor for any injuries or damages suffered by any person or property caused by the acts or omissions of the Grantor or their agents.

6. Restoration. If the surface of the Temporary Construction Easement Area is disturbed by the Grantee in completing the Wyatt Way Reconstruction Project, then the Grantee shall restore the surface of the same as nearly as possible to the condition in which it existed at the commencement of the Grantee's work. Provided, that the City shall have no obligation to restore any portion of the Temporary Construction Easement Area in which the City constructed any improvement and had the legal right to construct such improvement.

7. Access. The Grantee shall have the right, without prior institution of any suit or proceeding at law, to enter upon the Temporary Construction Easement Area as necessary to complete the Wyatt Way Reconstruction Project.

8. Reservation of Rights. All rights, title, and interest, which may be used and enjoyed without interfering with the Temporary Construction Easement are reserved to the Grantor.

9. Good Title. The Grantor warrants that they have good title to the Grantor's Real Property and warrants the Grantee title to, and quiet enjoyment of, the Temporary Construction Easement for the duration of this Agreement.

10. Authority. Each party signing this Agreement, if on behalf of an entity, represents that they have full authority to sign this Agreement on behalf of such entity.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the later of the signature dates below.

Date: _____

By:_____

GRANTOR

Date: _____

By:_____

Chris Wierzbicki, Director of Public Works
City of Bainbridge Island

DRAFT

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument, and acknowledged it as the _____of the _____to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED:_____

_____

NAME: _____
(Print Name)
Notary Public in and for the State of Washington.
Commission Expires: _____

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

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

DATED:_____

_____

NAME: _____
(Print Name)
Notary Public in and for the State of Washington.
Commission Expires: _____

DRAFT

EXHIBIT A
LEGAL DESCRIPTION OF GRANTOR'S REAL PROPERTY

272502-4-009-2007

481 Madison Ave. N (situs)
Bainbridge Island, WA 98110

That portion of the northeast quarter of the southeast quarter of Section 27, Township 25 North, Range 2 East, W.M., Kitsap County, Washington, described as follows:
Beginning 102 feet South and 287 feet West of the northeast corner of said subdivision;
Thence East 247 feet;
Thence Southeasterly to a point which is 122 feet South and 20 feet West of the northeast corner of said subdivision;
Thence South 0º40' East 81.62 feet, more or less, to a point which is 203.62 feet South and 20 feet West of the northeast corner of said subdivision;
Thence North 89º22'42 West 267 feet;
Thence North 0º40' West 101.62 feet, more or less, to Point of Beginning;

EXCEPT for the East ten feet of the above described property as deeded for right-of-way per Auditor's File No. 3125295, records of Kitsap County, Washington;

EXCEPT Madison Avenue North

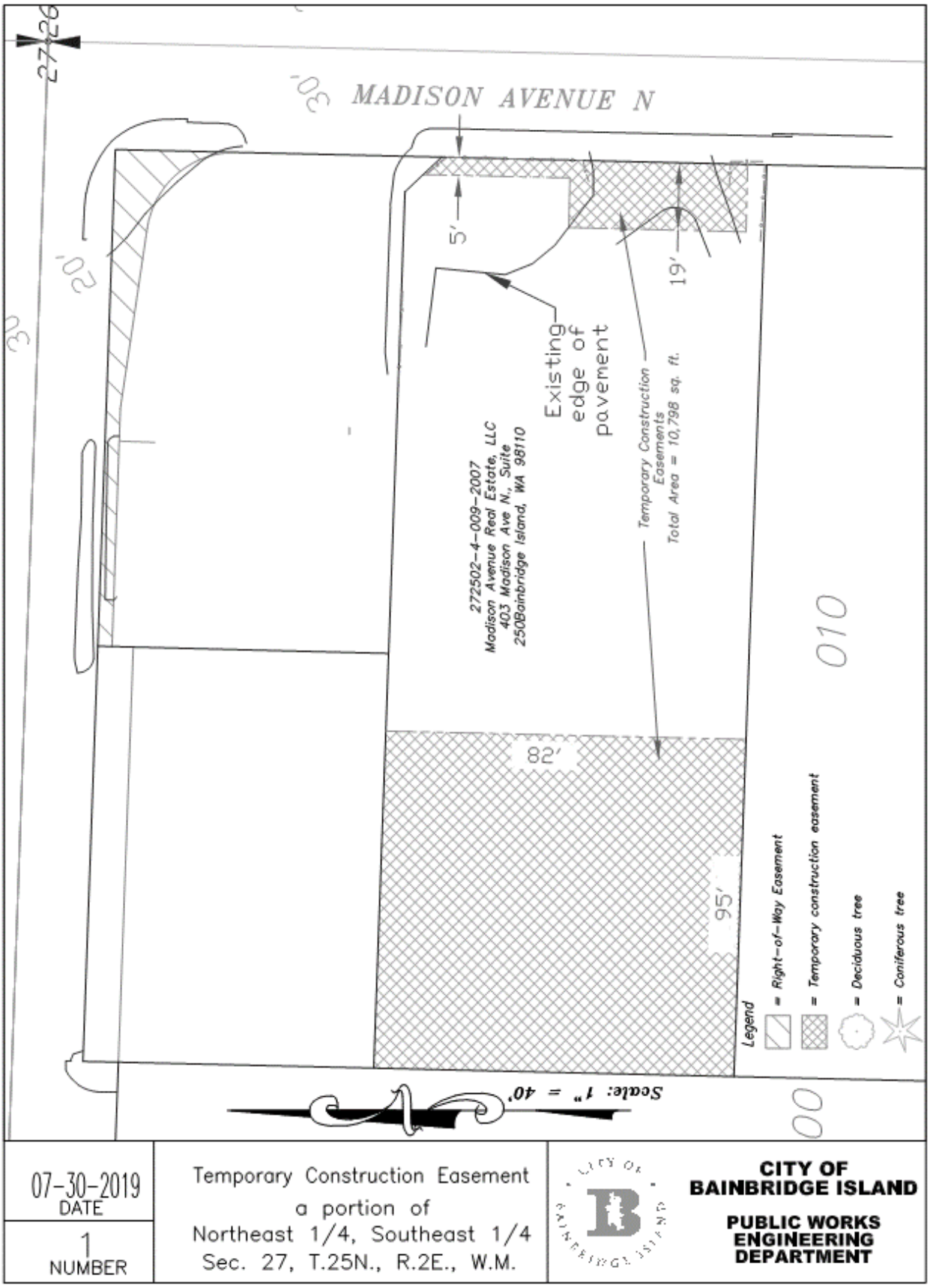
DRAFT

EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT AREA

DRAFT

EXHIBIT C
SKETCH OF TEMPORARY CONSTRUCTION EASMENT AREA
(attached)

DRAFT


MADISON AVENUE N
27
26
30'
20'
30
5'
19'
Existing edge of pavement
Temporary Construction Easements
Total Area = 10,798 sq. ft.
272502-4-009-2007
Madison Avenue Real Estate, LLC
403 Madison Ave N., Suite
250Bainbridge Island, WA 98110
82'
95'
010
00
Legend
= Right-of-Way Easement
= Temporary construction easement
= Deciduous tree
= Coniferous tree
Scale: 1" = 40'
07-30-2019
DATE
1
NUMBER
Temporary Construction Easement
a portion of
Northeast 1/4, Southeast 1/4
Sec. 27, T.25N., R.2E., W.M.
CITY OF BAINBRIDGE ISLAND
PUBLIC WORKS ENGINEERING DEPARTMENT

AFTER RECORDING RETURN TO:

Kelly Jahraus
Deputy City Clerk
City of Bainbridge Island
280 Madison Avenue N.
Bainbridge Island, WA 98110

DRAFT

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Reference Number(s) of Documents Assigned or Released: N/A

Grantor(s): Madison Avenue Real Estate LLC, a Washington State limited liability company

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

Short Legal Description: Ptn NE ¼, SE ¼, Sec. 27, T.25N., R.2E., W.M., Kitsap County, WA, daf: Beg 20ft S & 20ft W of NE Cor of NE ¼, SE ¼; Th W 267ft; Th S 82ft; Th E 247ft; Th SE to a pt 102ft S of POB; Th N to POB

City of Bainbridge Island, Kitsap County, Washington, (Complete legal description on Exhibit A)

Assessor's Property Tax Parcel/Account Number(s): 272502-4-184-2004

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

IN THE MATTER OF:
CITY OF BAINBRIDGE ISLAND

WYATT WAY RECONSTRUCTION PROJECT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made by and between the City of Bainbridge Island, a Washington State municipal corporation, ("Grantee") and Madison Avenue Real Estate LLC, a Washington State limited liability company ("Grantor"). The Grantor and the Grantee (the "Parties") agree as follows:

1. Grantor's Real Property. The Grantor is the fee owner of the real property legally described on **Exhibit A**, attached hereto and incorporated herein by this reference ("Grantor's Real Property").

2. Grant of Temporary Construction Easement. The Grantor, for valuable consideration, the receipt of which is hereby acknowledged, grants to the Grantee a nonexclusive temporary easement ("Temporary Construction Easement") to use, modify, and/or occupy the portion of Grantor's Real Property legally described on **Exhibit B** and depicted on **Exhibit C**, both of which are attached hereto and incorporated herein ("Temporary Construction Easement Area").

3. Purpose. The Temporary Construction Easement is granted to the City to allow the City to complete the City's Wyatt Way Reconstruction Project, which consists of, but is not limited to, the following work:

   a. Complete sidewalk and bicycle facilities on both sides of the street from Madison to Lovell;
   b. Reconstruction of roadway surfacing and drainage improvements; and
   c. Utility maintenance, improvements, and upgrades.

4. Duration. This Agreement shall take effect upon execution by both Parties. The Temporary Construction Easement granted under this Agreement shall remain in full force and effect until completion of the City's Wyatt Way Reconstruction Project, at which point the Temporary Construction Easement shall expire and no longer be in force or effect. For the purposes of this Agreement, completion of the City's Wyatt Way Reconstruction Project shall occur on the date of the City's final acceptance of the work performed by the contractor hired by the City to construct the project.

5. Indemnity. By executing this Agreement, the Grantee agrees to indemnify and hold harmless the Grantor from any and all claims for injuries or damages suffered by any person or property which may be caused by the Grantee's exercise of the rights granted herein; provided, that the Grantee shall not be responsible to the Grantor for any injuries or damages suffered by any person or property caused by the acts or omissions of the Grantor or their agents.

6. Restoration. If the surface of the Temporary Construction Easement Area is disturbed by the Grantee in completing the Wyatt Way Reconstruction Project, then the Grantee shall restore the surface of the same as nearly as possible to the condition in which it existed at the commencement of the Grantee's work. Provided, that the City shall have no obligation to restore any portion of the Temporary Construction Easement Area in which the City constructed any improvement and had the legal right to construct such improvement.

7. Access. The Grantee shall have the right, without prior institution of any suit or proceeding at law, to enter upon the Temporary Construction Easement Area as necessary to complete the Wyatt Way Reconstruction Project.

8. Reservation of Rights. All rights, title, and interest, which may be used and enjoyed without interfering with the Temporary Construction Easement are reserved to the Grantor.

9. Good Title. The Grantor warrants that they have good title to the Grantor's Real Property and warrants the Grantee title to, and quiet enjoyment of, the Temporary Construction Easement for the duration of this Agreement.

10. Authority. Each party signing this Agreement, if on behalf of an entity, represents that they have full authority to sign this Agreement on behalf of such entity.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the later of the signature dates below.

Date: _____

By:_____

GRANTOR

Date: _____

By:_____

Chris Wierzbicki, Director of Public Works
City of Bainbridge Island

DRAFT

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument, and acknowledged it as the _____of the _____to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED:_____

_____

NAME: _____
(Print Name)
Notary Public in and for the State of Washington.
Commission Expires: _____

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

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

DATED:_____

_____

NAME: _____
(Print Name)
Notary Public in and for the State of Washington.
Commission Expires: _____

DRAFT

EXHIBIT A
LEGAL DESCRIPTION OF GRANTOR'S REAL PROPERTY

272502-4-184-2004

Beginning 20 feet south and 20 feet west of the northeast corner of the northeast quarter of the southeast quarter of Section 27, Township 25 North, Range 2 East, W.M.;
Thence West 267 feet;
Thence South 82 feet;
Thence East 247 feet;
Thence southeast to a point 102 feet south of the Point of Beginning;
Thence North to the Point of Beginning;
EXCEPT roads;

AND EXCEPT that portion described as follows:
Beginning 20 feet south and 20 feet west of the northeast corner of the northeast quarter of the southeast quarter of Section 27, Township 25 North, Range 2 East, W.M.;
Thence West 150 feet;
Thence South 82 feet;
Thence East 130 feet;
Thence southeast to a point 102 feet south of the Point of Beginning;
Thence North to the Point of Beginning;
EXCEPT roads.

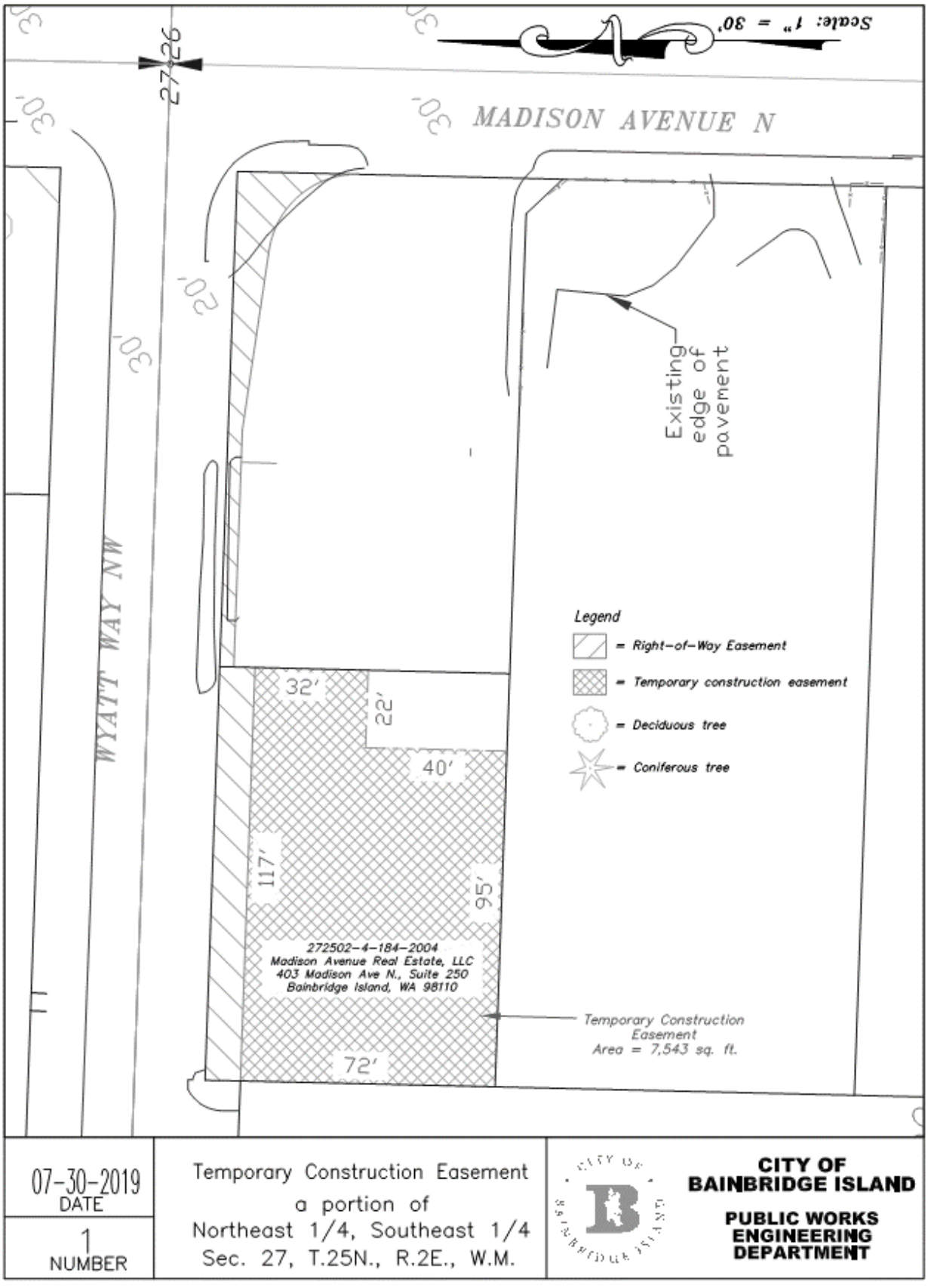
DRAFT

EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT AREA

DRAFT

EXHIBIT C
SKETCH OF TEMPORARY CONSTRUCTION EASMENT AREA
(attached)

DRAFT


Scale: 1" = 30'
27
26
MADISON AVENUE N
30'
20'
WYATT WAY NW
Existing edge of pavement
Legend
= Right-of-Way Easement
= Temporary construction easement
= Deciduous tree
= Coniferous tree
32'
22'
40'
117'
95'
72'
272502-4-184-2004
Madison Avenue Real Estate, LLC
403 Madison Ave N., Suite 250
Bainbridge Island, WA 98110
Temporary Construction Easement
Area = 7,543 sq. ft.
07-30-2019
DATE
1
NUMBER
Temporary Construction Easement
a portion of
Northeast 1/4, Southeast 1/4
Sec. 27, T.25N., R.2E., W.M.
CITY OF BAINBRIDGE ISLAND
PUBLIC WORKS ENGINEERING DEPARTMENT

AFTER RECORDING RETURN TO:

Kelly Jahraus
Deputy City Clerk
City of Bainbridge Island
280 Madison Avenue N.
Bainbridge Island, WA 98110

DRAFT

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Reference Number(s) of Documents Assigned or Released: N/A

Grantor(s): Madison Avenue Real Estate LLC, a Washington State limited liability company

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

Short Legal Description: Ptn NE ¼, SE ¼, Sec. 27, T.25N., R.2E., W.M., Kitsap County, WA, daf: Beg 20ft S & 20ft W of NE Cor of NE ¼, SE ¼; Th W 150ft; Th S 82ft; Th E 130ft; Th SE to a pt 102ft S of POB; Th N to POB

City of Bainbridge Island, Kitsap County, Washington, (Complete legal description on Exhibit A)

Assessor's Property Tax Parcel/Account Number(s): 272502-4-185-2003

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

IN THE MATTER OF:
CITY OF BAINBRIDGE ISLAND

WYATT WAY RECONSTRUCTION PROJECT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made by and between the City of Bainbridge Island, a Washington State municipal corporation, ("Grantee") and Madison Avenue Real Estate LLC, a Washington State limited liability company ("Grantor"). The Grantor and the Grantee (the "Parties") agree as follows:

1. Grantor's Real Property. The Grantor is the fee owner of the real property legally described on **Exhibit A**, attached hereto and incorporated herein by this reference ("Grantor's Real Property").

2. Grant of Temporary Construction Easement. The Grantor, for valuable consideration, the receipt of which is hereby acknowledged, grants to the Grantee a nonexclusive temporary easement ("Temporary Construction Easement") to use, modify, and/or occupy the portion of Grantor's Real Property legally described on **Exhibit B** and depicted on **Exhibit C**, both of which are attached hereto and incorporated herein ("Temporary Construction Easement Area").

3. Purpose. The Temporary Construction Easement is granted to the City to allow the City to complete the City's Wyatt Way Reconstruction Project, which consists of, but is not limited to, the following work:

   a. Complete sidewalk and bicycle facilities on both sides of the street from Madison to Lovell;
   b. Reconstruction of roadway surfacing and drainage improvements; and
   c. Utility maintenance, improvements, and upgrades.

4. Duration. This Agreement shall take effect upon execution by both Parties. The Temporary Construction Easement granted under this Agreement shall remain in full force and effect until completion of the City's Wyatt Way Reconstruction Project, at which point the Temporary Construction Easement shall expire and no longer be in force or effect. For the purposes of this Agreement, completion of the City's Wyatt Way Reconstruction Project shall occur on the date of the City's final acceptance of the work performed by the contractor hired by the City to construct the project.

5. Indemnity. By executing this Agreement, the Grantee agrees to indemnify and hold harmless the Grantor from any and all claims for injuries or damages suffered by any person or property which may be caused by the Grantee's exercise of the rights granted herein; provided, that the Grantee shall not be responsible to the Grantor for any injuries or damages suffered by any person or property caused by the acts or omissions of the Grantor or their agents.

6. Restoration. If the surface of the Temporary Construction Easement Area is disturbed by the Grantee in completing the Wyatt Way Reconstruction Project, then the Grantee shall restore the surface of the same as nearly as possible to the condition in which it existed at the commencement of the Grantee's work. Provided, that the City shall have no obligation to restore any portion of the Temporary Construction Easement Area in which the City constructed any improvement and had the legal right to construct such improvement.

7. Access. The Grantee shall have the right, without prior institution of any suit or proceeding at law, to enter upon the Temporary Construction Easement Area as necessary to complete the Wyatt Way Reconstruction Project.

8. Reservation of Rights. All rights, title, and interest, which may be used and enjoyed without interfering with the Temporary Construction Easement are reserved to the Grantor.

9. Good Title. The Grantor warrants that they have good title to the Grantor's Real Property and warrants the Grantee title to, and quiet enjoyment of, the Temporary Construction Easement for the duration of this Agreement.

10. Authority. Each party signing this Agreement, if on behalf of an entity, represents that they have full authority to sign this Agreement on behalf of such entity.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the later of the signature dates below.

Date: _____

By:_____

GRANTOR

Date: _____

By:_____

Chris Wierzbicki, Director of Public Works
City of Bainbridge Island

DRAFT

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument, and acknowledged it as the _____of the _____to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED:_____

_____

NAME: _____
(Print Name)
Notary Public in and for the State of Washington.
Commission Expires: _____

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

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

DATED:_____

_____

NAME: _____
(Print Name)
Notary Public in and for the State of Washington.
Commission Expires: _____

DRAFT

EXHIBIT A
LEGAL DESCRIPTION OF GRANTOR'S REAL PROPERTY

272502-4-185-2003

499 Madison Ave. N.
Bainbridge Island, WA 98110

Beginning 20 feet south and 20 feet west of the northeast corner of the northeast quarter of the southeast quarter of Section 27, Township 25 North, Range 2 East, W.M.;
Thence West 150 feet;
Thence South 82 feet;
Thence East 130 feet;
Thence southeast to a point 102 feet south of the Point of Beginning;
Thence North to the Point of Beginning;
EXCEPT roads;
EXCEPT for that portion conveyed to the City of Bainbridge Island for right of way under Auditor's File No. 3217711, records of Kitsap County, Washington, described as follows:
The east 10 feet of the above described property.

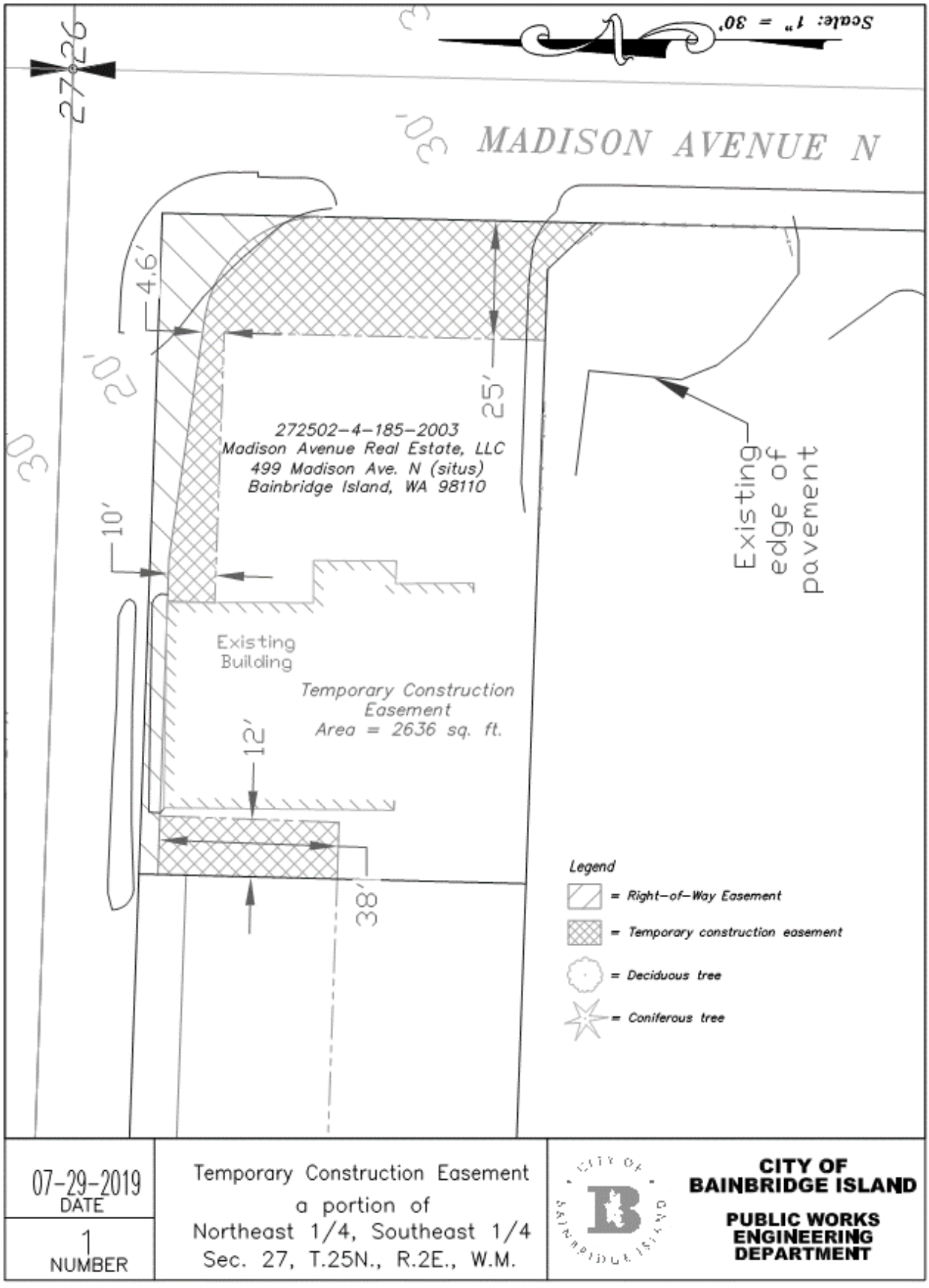
DRAFT

EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT AREA

DRAFT

EXHIBIT C
SKETCH OF TEMPORARY CONSTRUCTION EASMENT AREA
(attached)

DRAFT



07-29-2019 DATE	Temporary Construction Easement a portion of Northeast 1/4, Southeast 1/4 Sec. 27, T.25N., R.2E., W.M.	CITY OF BAINBRIDGE ISLAND PUBLIC WORKS ENGINEERING DEPARTMENT
1 NUMBER		

CONTRACT LAND STAFF

MEMORANDUM

TO: Rob Grant, P.L.S.
City of Bainbridge Island

FROM: Faith Roland, SR/WA

DATE: August 6, 2019

SUBJECT: Administrative Settlement: *Wyatt Way Improvements*
Landowner: Madison Avenue Real Estate, LLC

Offer

An offer was made on July 24, 2018 to John Eisenhauer, President and Manager of Madison Avenue Real Estate, LLC for 2,130 square feet of in fee and 7,524 square feet of temporary construction easement associated with the *Wyatt Way Improvement Project*. The offer was presented in person at Mr. Eisenhauer's office in Bainbridge Island, WA.

Offer Total: $106,000.00 (rounded)
Tax Parcel Number: 272502-4-185-2003; 272502-4-184-2004; 272502-4-009-2007

Discussion and Analysis:

Negotiations with John Eisenhauer determined Madison Avenue Real Estate is proceeding with redevelopment of the property pending design and permit approval with City of Bainbridge Island.

During negotiations with the property owner a settlement was agreed upon at a price of $180,000.00 (rounded) and based on the following conditions:

- Convert the fee acquisition to Right-of-Way Easement and Agreement.
- Enlarge Temporary Construction Easement area 13,453 square feet for a total of 20,977 square feet of to accommodate additional construction staging.
- Construction of a new curb cut / driveway on parcel 272502-4-185-2003 to mitigate for the removal of the existing driveway on Wyatt Way nearest to Madison Street.

$ 71,888.00 for 2,130 SF of Right-of-Way Easement @ $33.75/SF
$ 75,520.00 for 20,977 SF of Temporary Construction Easement @ $3.60/SF
$ 6,542.00 for Improvements impacted
$ 26,050.00 Administrative settlement

Total: $ 180,00.00 (Rounded)

2800 156th Avenue SE · Suite 200 · Bellevue · Washington · 98007 · phone 425.822.1767 · fax 425.454.1739

CONTRACT LAND STAFF

RECOMMENDATION:

The owner's counter-offer of $180,000.00 results in a unit price of approximately $53 per square foot of land (fee), which is approximately a 17.5% increase from the appraised land value of $45 per square foot. The appraisal which provided the basis for the offer references the "Effective Date of Value" as December 6, 2017. This date is approximately 20 months old and suggests the appraised value and initial offer price does not accurately reflect the current Fair Market Value of the acquisition. The settlement will allow the property owner to mitigate for perceived impacts of project construction on the existing automotive business.

The additional project temporary construction easement area will require coordination with the property owner and business owner on construction timing and associated on-site restoration. The temporary construction easement has the potential to temporarily displace up to 10 parking stalls used by the existing automotive business during on-site restoration.

In the interest of time and the resources required to pursue additional negotiations, and imminent legal action authorizing eminent domain, we recommend approval of the proposed $180,000.00 administrative settlement, which is a $26,050.00 increase, as supportable, reasonable and in the public's best interest.

Accepted By_____ Date_____

Its_____

2800 156th Avenue SE · Suite 200 · Bellevue · Washington · 98007 · phone 425.822.1767 · fax 425.454.1739

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 27, 2019 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (8:50 PM) Amendment No. 5 to Professional Services Agreement with Contract Land Staff, LLC, in support of the Wyatt/Madison Roundabout Project - Public Works,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract **PROPOSED BY:** Public Works

RECOMMENDED MOTION:

I move to forward Amendment No. 5 to the Professional Services Agreement with Contract Land Staff, LLC, for approval with the September 10, 2019 Consent Agenda.

SUMMARY:

Amendment No. 5 to Agreement for Professional Services with Contract Land Staff, LLC, is for right-of-way acquisition services in support of the Wyatt/Madison Roundabout Project. This will be the last amendment to the contract, as the Wyatt/Madison right-of-way acquisition process is anticipated to be completed in September.

FISCAL IMPACT:

Amount:	$15,000
Ongoing Cost:	
One-Time Cost:	$15,000
Included in Current Budget?	Yes

BACKGROUND:

Amendment No. 5 to Agreement for Professional Services with Contract Land Staff, LLC, is for right-of-way acquisition services in support of the Wyatt/Madison Roundabout project.

ATTACHMENTS:

Amendment No. 5 to PSA with Contract Land Staff LLC

FISCAL DETAILS: There is $3.7 million in the Life-to-Date general fund budget with $3.0 million budget remaining and $150,000 in the Water fund budget with $120,000 left for this project.

Fund Name(s): Capital Construction Fund

Coding:

AMENDMENT NO. 5 TO
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 5 TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment") amends the Agreement for Professional Services ("Agreement") entered into on November 12, 2014, by the City of Bainbridge Island, a Washington State municipal corporation, ("City"), and Contract Land Staff, LLC, ("Consultant").

WHEREAS, on November 12, 2014, the City and the Consultant entered into the Agreement to provide right-of-way acquisition services in the amount of $90,000; and

WHEREAS, the Consultant has since changed its name from Roland Resources, Inc., to Contract Land Staff, LLC; and

WHEREAS, on March 13, 2017, the City and the Consultant executed Amendment No.1 to the Agreement to extend the term of the Agreement until December 31, 2017; and

WHEREAS, on December 12, 2017, the City and the Consultant executed Amendment No. 2 to the Agreement to further extend the term of the Agreement until December 31, 2018; and

WHEREAS, on January 2, 2018, the City and the Consultant executed Amendment No. 3 to the Agreement to increase the maximum amount that the City may pay the Consultant for its services under the Agreement by $10,000; and

WHEREAS, on April 8, 2019, the City and the Consultant executed Amendment No. 4 to the Agreement to increase the maximum amount that the City may pay the Consultant for its services under the Agreement by $40,000 and to further extend the term of the Agreement until April 30, 2019; and

WHEREAS, in order to complete the work described in the Agreement's original scope of services, the City and the Consultant now desire to increase the maximum amount that the City may pay the Consultant for its services under the Agreement by an additional $15,000; and

WHEREAS, with the execution of this Amendment No. 5, the new maximum amount of compensation payable to the Consultant under the Agreement is now $155,000; and

WHEREAS, the City and the Consultant desire to complete the work described in the Agreement's original scope of services for, at most, the new maximum amount of compensation ($155,000) and to further extend the term of the Agreement, for the last time, until December 31, 2019.

NOW, THEREFORE, the City and the Consultant agree to amend the Agreement as follows:

1. Section 2.A is hereby amended to read as follows:

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

[X] Hourly, plus actual expenses, in accordance with Attachment A, but not more than a total of ~~One Hundred and Forty Thousand Dollars ($140,000)~~ One Hundred and Fifty-Five Thousand Dollars ($155,000);
[ ] Fixed Sum: a total amount of $_____;
[ ] Other: $_____, for all services performed and incurred under this Agreement, to be billed monthly in equal amounts.

2. Section 6.A is hereby amended to read as follows:

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until ~~April 30, 2019~~ December 31, 2019, unless sooner terminated by either party as provided below.

3. Except as modified herein, all other terms and conditions to the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the later of the signature dates included below.

CONTRACT LAND STAFF, LLC	CITY OF BAINBRIDGE ISLAND
Date:_____	Date:_____
By:_____	By:_____
Name_____	Morgan Smith, City Manager
Title_____	
Tax I.D. #_____	
City Bus. Lic. #_____	

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 27, 2019 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (9:00 PM) Amendment No. 1 to the Interlocal Agreement with the Kitsap County Noxious Weed Control Board for Noxious Weed Control - Public Works,

STRATEGIC PRIORITY: Healthy and Attractive Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Interlocal Agreement **PROPOSED BY:** Public Works

RECOMMENDED MOTION:

I move to forward Amendment No. 1 to the Noxious Weed Interlocal Agreement with Kitsap County for approval with the September 10, 2019 Consent Agenda.

SUMMARY:

Amendment No. 1 to the Interlocal Agreement with the Kitsap County Noxious Weed Control Board for Noxious Weed Control is to substantially increase the scope of services as a means of fulfilling the City Council's directive to expand noxious weed control. The amendment expands the contract scope to include addressing Class C noxious weeds, increases the budget from $10,000.00 annually to $50,000 annually, and extends the contract term through 2024.

FISCAL IMPACT:

Amount:	$50,000 Annually
Ongoing Cost:	$50,000 Annually
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND:

At the July 25, 2017, City Council meeting, the Council approved an Interlocal Agreement with the Kitsap County Noxious Weed Control Board to continue the noxious weed control program on Bainbridge Island. At that time, the scope of the Interlocal Agreement included Class A and B noxious weeds, and was for a period of five years and $10,000.00 annually.

During the 2019-2020 budget process, City Council initiated a request for $100,000.00 annual funding for noxious weed control and then approved funding of $50,000.00 annually (a $40,000 increase above current levels). If adopted by the City Council, proposed Amendment No. 1 included in this packet would amend the Interlocal Agreement to address Class A, B, and C noxious weeds and would extend the contract term through 2024.

ATTACHMENTS:

Amendment No. 1 to ILA for Noxious Weed Control

2017 ILA for Noxious Weed Control

FISCAL DETAILS: The 2019-20 Biennial Budget includes $50,500 of general fund expenditure authority in 2019 and an additional $50,500 in 2020 with $180 spent year-to-date.

Fund Name(s): General Fund

Coding:

AMENDMENT NO. 1 TO
INTERLOCAL AGREEMENT

THIS AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT("Amendment") amends the Interlocal Agreement ("Agreement") entered into on July 31, 2017, by the City of Bainbridge Island, a Washington State municipal corporation, ("City"), and Kitsap County Noxious Weed Control Board ("Board").

WHEREAS, the City and the Board entered into the Agreement to provide noxious weed control; and

WHEREAS, the City and the Board now desire to increase the services provided under the Agreement to include management of designated Class C noxious weeds, as defined in Chapter 16.750 WAC, and develop and implement an island-wide noxious weed management plan, further extend the term of the Agreement, and amend the maximum amount payable under the agreement; and

WHEREAS, the City desires to replace the original scope of work with the attached Exhibit A.

NOW, THEREFORE, the City and the Board agree to amend the Agreement as follows:

1. Section 2.A is hereby amended to read as follows:

   A. This Agreement shall become effective upon execution by both parties and shall continue in full force until ~~**December 31, 2021**~~ **December 31, 2024**, unless sooner terminated by either party as provided below.

2. Section 3.A is hereby amended to read as follows:

   A. The City shall reimburse the Board only for actual incurred costs upon presentation of a properly executed invoice in a form approved by the City. The sum of the Board's reimbursement requests during the duration of this Agreement shall not exceed ~~**$10,000**~~ **$50,000 each year.**

3. Attachment A, Scope of Services, is hereby repealed and replaced in its entirety as set forth on attached **Exhibit A**.

4. Except as modified herein, all other terms and conditions to the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the later of the signature dates included below.

Date:_____ Date:_____

KITSAP COUNTY NOXIOUS
WEED CONTROL BOARD

Kitsap County Noxious
Weed Control Board Coordinator
Dana Coggon

CITY OF BAINBRIGE ISLAND

Morgan Smith, City Manager

EXHIBIT A

SCOPE OF WORK

Under the terms of this Agreement, the Board and/or Board staff agree(s) to do the following work:

A. Recruit and train weed inspectors, control practitioners, and support staff for the purpose of carrying out the mandates of Chapter 17.10 RCW;

B. Be responsible for the control of designated Class A, B, and C noxious weeds as defined in Chapter 16.750 WAC, within the City limits;

C. Develop and implement a City-wide Integrated Pest Management Plan for the control of designated Class A, B, and C noxious weeds as defined in Chapter 16.750 WAC;

D. Provide staff to assist with landowner noxious weed complaints;

E. Provide information and recommendations to assist landowners in their efforts to comply with Chapter 17.10 RCW;

F. Keep a regular log of noxious weed inspections and landowner contacts, which logs shall be provided to the City with the year-end report or as needed, and shall include:

   1) Detailed logs of GPS locations of noxious weeds; and

   2) GPS information regarding such weed inspections and control activities, and landowner contacts;

G. Keep detailed logs of control procedures;

H. Pay for all weed inspector, control practitioner, and support staff wages;

I. Pay for all tools and equipment;

J. Produce a year-end report summarizing the work performed and evaluating the performance and results of the work performed pertaining to this Agreement by January 15 for the previous year, as specified in Section 5.

INTERLOCAL AGREEMENT

AN INTERLOCAL AGREEMENT ("AGREEMENT") BETWEEN THE CITY OF BAINBRIDGE ISLAND ("CITY") AND THE KITSAP COUNTY NOXIOUS WEED CONTROL BOARD ("BOARD")

WHEREAS, the Bainbridge City Council budgeted funds in 2017 for noxious weed control and desires to extend the program through December 31, 2021; and

WHEREAS, the Board has the expertise to manage a noxious weed control program on Bainbridge Island; and

WHEREAS, the Board is implementing efforts previously conducted by the Kitsap Conservation District which successfully implemented the City's knotweed eradication program by way of a previous interlocal agreement; and

WHEREAS, the City and the Board desire to enter into an agreement to continue the noxious weed control program; and

WHEREAS, the Interlocal Cooperation Act, chapter 39.34 RCW, authorizes the parties hereto to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and the Board agree as follows:

1. WORK BY BOARD

The Board shall perform such duties and work as are listed on the Scope of Work, Exhibit A, attached hereto, and made a part hereof by reference. All work funded under this Agreement shall be provided exclusively within the boundaries of incorporated City of Bainbridge Island. The Board shall furnish all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force until **December 31, 2021**, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Board pursuant to this Agreement shall be submitted to the City, and the Board shall be entitled to just and equitable compensation as set forth in Section 3 for any satisfactory work completed prior to the date of termination.

3. PAYMENT

A. The City shall reimburse the Board only for actual incurred costs upon presentation of a properly executed invoice in a form approved by the City. The sum of the Board's reimbursement requests during the duration of this Agreement shall not exceed **$10,000 each year.**

B. Reimbursement requests from the Board to the City shall not be made more frequently than once a month. The City reserves the right to withhold payments pending timely delivery of progress reports or documents as may be required under this Agreement.

C. The City shall reimburse the Board within sixty (60) days of receipt of a properly executed Board invoice.

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

4. GENERAL ADMINISTRATION AND MANAGEMENT

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

The Chair of the Board, or his/her designee, shall represent the Board in all matters pertaining to the work and materials to be rendered under this Agreement. All requirements of the City pertaining to the work or materials to be rendered under this Agreement shall be coordinated through the Board's representative.

5. REPORTS ON EXECUTION OF WORK AND PERFORMANCE ANALYSIS

A. Board Year-End Reports

The Board shall produce year-end reports that summarize the work performed and evaluate the performance and results of the work performed pertaining to this Agreement. The year-end reports shall be due by January 15 for the previous year and shall include, but not be limited to, the following information:

1) A description of work performed during the period and progress made to date, including monitoring data or performance indicators that reflect the effectiveness of the program elements as set forth in Attachment A – Scope of Work.
2) The status of the annual work plan.
3) A description of any adverse conditions that have affected the program objectives and/or time schedules, and actions taken to resolve these issues.

4) A summary of major accomplishments realized during the year. This report shall include, but not be limited to, photographs, slides, and any other graphics that would enhance the content and/or appearance of the report.

B. City Performance Analysis

The City will review invoices submitted by the Board pursuant to Section 3. The City will also review year-end reports summarizing the work performed and evaluating the performance and results of the work performed. If requested by the Board, the City will provide feedback to the Board regarding work.

6. INSPECTION AND AUDIT

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

7. INDEPENDENT CONTRACTOR

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

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

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

8. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

C. Violation of this Section 8 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

9. HOLD HARMLESS AND INDEMNIFICATION

A. The Board shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Board in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that this Agreement 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 Board and the City, its officers, officials, employees, and volunteers, the Board's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Board's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Board'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 Agreement.

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

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

10. INSURANCE

The Board shall maintain insurance as follows:

[X] Commercial General Liability as described in Exhibit B.
[X] Automobile Liability as described in Exhibit B.
[X] Workers' Compensation as described in Attachment B.

11. SUBLETTING OR ASSIGNING CONTRACT

The Board may subcontract noxious weed control and education/outreach with the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Board as stated herein.

12. EXTENT OF AGREEMENT/MODIFICATION

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

13. SEVERABILITY

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

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

14. FAIR MEANING

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

15. NONWAIVER

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

16. NOTICES

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

To the City:	City of Bainbridge Island 280 Madison Avenue North Bainbridge Island, WA 98110 Attention: Marilyn Guthrie Phone: (206) 780-3724 Email: mguthrie@bainbridgewa.gov
To the Board:	Kitsap Noxious Weed Control Board 345 6th Street, Suite 550 Bremerton, WA 98337-1874 Attention: Dana Coggon Phone: (360) 307-4242 Fax: (360) 337-4864 Email: dcoggon@co.kitsap.wa.us

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

17. SURVIVAL

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

18. GOVERNING LAW

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

19. VENUE

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

20. COUNTERPARTS

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates below.

Date: 7/31/2017 Date: 7-26-17

KITSAP COUNTY NOXIOUS WEED CONTROL BOARD

Kitsap County Noxious
Weed Control Board Coordinator
Dana Coggon

CITY OF BAINBRIDGE ISLAND

Douglas Schulze, City Manager

EXHIBIT A

SCOPE OF WORK

Under the terms of this Agreement, the Board and/or Board staff agree(s) to do the following work:

A. Recruit and train weed inspectors and support staff for the purpose of carrying out the mandates of chapter 17.10 RCW;

B. Coordinate and implement Integrated Pest Management strategies on all lands under the jurisdiction of the City for the control of Designated Class A and B noxious weeds as defined in chapter 16.750 WAC;

C. Provide information and recommendations to assist landowners in their efforts to comply with chapter 17.10 RCW;

D. Keep a weekly log of noxious weed inspections and landowner contacts, which logs shall be provided to the City with the year-end report and shall include:

   1) Detailed logs of GPS locations of noxious weeds; and

   2) GPS information regarding such weed inspections and landowner contacts.

E. Be responsible for the Control of all Class A and B designated noxious weeds (as listed in chapter 16.750 WAC) within the City limits;

F. Keep detailed logs of control procedures.

G. Provide staff to assist with landowner complaints.

H. Pay for all weed inspector wages.

I. Produce a year-end report summarizing the work performed and evaluating the performance and results of the work performed pertaining to this Agreement by January 15 for the previous year, as specified in Section 5.

ATTACHMENT B
INSURANCE REQUIREMENTS

A. Insurance Term

The Board shall procure and maintain for the duration of the Agreement 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 Board, its agents, representatives, or employees.

B. No Limitation

The Board's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Board to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Board shall obtain insurance of the types and coverage 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.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Board's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Minimum Amounts of Insurance

The Board 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.

E. Other Insurance Provision

The Board's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Board's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

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

H. Notice of Cancellation

The Board shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Board to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Board to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Board from the City.

J. City Full Availability of Board Limits

If the Board maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Board, irrespective of whether such limits maintained by the Board are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Board.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 27, 2019 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (9:10 PM) Ordinance No. 2019-23, Re-establishment of the Salary Commission - Executive,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance **PROPOSED BY:** Executive

RECOMMENDED MOTION:

I move to forward Ordinance No. 2019-23 for approval with the September 10, 2019 Consent Agenda.

SUMMARY:

It is recommended that salaries for elected officials be reviewed periodically, which is work typically done by the Salary Commission. The last process to review elected official salaries for the City of Bainbridge Island was completed in 2009.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND: The City's Salary Commission is established by RCW 35.21.015 and BIMC 2.74. The sole responsibility of the Salary Commission is setting compensation levels for the City's elected officials (i.e., the City Council).

The commission last took action in 2009 and was last active as a group in 2011. As with other City compensation, it is recommended that elected official salaries be reviewed periodically and it has been roughly 10 years since the previous review.

In addition, the current threshold for an employee to be eligible for participation in the state retirement plan is compensation of $1,080 per month or higher. Currently, councilmembers are paid $1,000 per month. The Mayor receives higher compensation of $1,250 per month in recognition of the additional duties and expectations for that position. Review by the salary commission may result in a recommended rate of compensation that expands the retirement benefit eligibility to all councilmembers.

It is proposed that City staff advertise in September for applicants to serve on the commission. Councilmembers would interview applicants and nominations would be presented to City Council in October. The attached ordinance provides the commission, once appointed, up to 120 days to meet and determine whether any salary changes are recommended. The commission's final determination would be submitted to the City Clerk prior to the end of 2019 or early in 2020.

Going forward, the commission would be re-established every seven years, with advertising for new members at that time, and subsequent business completed in that 120-day time frame. By streamlining the commission's process, the City will be able to conduct these periodic reviews with greater consistency than in the past.

ATTACHMENTS:

Ordinance No. 2019-23, Re-establishment of the Salary Commission

Exhibit A to Ordinance No. 2019-23 - Track Changes

FISCAL DETAILS: N/A

Fund Name(s):

Coding:

ORDINANCE NO. 2019-23

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to the City's salary commission; repealing and replacing Chapter 2.74 of the Bainbridge Island Municipal Code (BIMC).

WHEREAS, RCW 35.21.015 authorizes the City to establish by ordinance an independent salary commission with authority to set the salary of the members of the City Council; and

WHEREAS, on August 9, 2001, the City adopted Ordinance No. 2001-31-B, creating a salary commission for the City of Bainbridge Island; and

WHEREAS, since 2001, the salary commission has periodically reviewed the salary of members of the City Council, most recently in 2009; and

WHEREAS, a decade has passed since the salary commission last reviewed the salary of members of the City Council; and

WHEREAS, the City Council now desires that the salary commission consistently performs a periodic review of the salary of members of the City Council, to occur in 2019 and every seven years thereafter.

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

Section 1. Chapter 2.74 of the Bainbridge Island Municipal Code is hereby repealed in its entirety and replaced as shown on attached **Exhibit A**.

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

PASSED by the City Council this ____ day of _____, 2019.

APPROVED by the Mayor this ____ day of _____, 2019.

_____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NUMBER: 2019-23

Exhibit A

Chapter 2.74
SALARY COMMISSION

Sections:

2.74.010 Created – Membership, appointment, compensation, term.
2.74.020 Vacancies.
2.74.030 Removal.
2.74.040 Mission and responsibilities.
2.74.050 Referendum.
2.74.060 Meetings, officers, records and quorum.

2.74.010 Created – Membership, appointment, compensation, term.

A. There is created a salary commission for the city. The commission shall consist of seven members, to be appointed by the mayor with the approval of the city council.

B. A member of the commission shall serve until either: the commission completes its salary review and files a salary schedule with the city clerk; or the commission issues a final determination that no salary adjustment is appropriate.

C. Beginning in 2019, a salary commission shall be appointed and shall begin a new salary review as provided herein. Every seven years thereafter, a new salary commission shall be appointed to perform a new salary review in accordance with this chapter.

D. No member of the commission shall be appointed to more than two terms.

E. A member of the commission shall not be an officer, official, or employee of the city or an immediate family member of an officer, official, or employee of the city. For purposes of this section, “immediate family member” means the parents, spouse, siblings, children, or dependent relatives of an officer, official, or employee of the city, whether or not living in the household of the officer, official, or employee.

F. A member of the commission shall not be appointed to another city committee, board or commission, except for specialized committees or task forces of limited duration.

G. Members shall serve without compensation.

H. Members shall sign a conflict of interest statement in accordance with the city's ethics program upon appointment and any reappointment.

2.74.020 Vacancies.

In the event of a vacancy in office of commissioner, the mayor shall appoint, subject to approval of the city council, a person to serve the unexpired portion of the term of the vacant position in accordance with the city's appointment cycle.

2.74.030 Removal.

A member of the commission shall only be removed from office for cause of incapacity, incompetence, neglect of duty, or malfeasance in office, or for a disqualifying change of residence.

2.74.040 Mission and responsibilities.

A. Beginning in 2019, and every seven years thereafter, the commission shall have the duty to review the salaries paid by the city to each elected city official. The commission shall complete its review within 120 days of the first meeting of the commission. The City Council may approve a request from the commission for an extension of the 120-day review period.

B. If after such review the commission determines that the salary paid to any elected city official should be increased or decreased, the commission shall file a written salary schedule with the city clerk indicating the increase or decrease in salary.

C. Any increase or decrease in salary established by the commission shall become effective and incorporated into the city budget without further action of the city council or the commission.

D. Salary increases established by the commission shall be effective as to all city elected officials, regardless of their terms of office.

E. Salary decreases established by the commission shall become effective as to incumbent city-elected officials at the commencement of their next subsequent terms of office.

F. If after review the commission determines that the salary paid to any elected city official should not be increased or decreased, then the commission shall file a written determination with the city clerk indicating that no salary adjustment is appropriate.

2.74.050 Referendum.

Any salary increase or decrease established by the commission pursuant to this chapter shall be subject to referendum petition by the voters of the city, in the same manner as a city ordinance, upon filing of a referendum petition with the city clerk within 30 days after filing of a salary schedule by the commission. In the event of the filing of a valid referendum petition, the salary increase or decrease shall not go into effect until approved by a vote of the people. Referendum measures under this section shall be submitted to the voters of the city at the next following general or municipal election occurring 30 days or more after the petition is filed, and shall otherwise be governed by the provisions of the State Constitution and the laws generally applicable to referendum measures.

2.74.060 Meetings, officers, records and quorum.

A. The committee may meet as necessary during the 120-day review period described in BIMC 2.74.040.A but shall establish a regular meeting schedule and announce the specific day and time each month that the committee will conduct its regular meetings during the review period. Meetings shall be open to the public and held in accordance with the Open Public Meetings Act (Chapter 42.30 RCW).

B. Beginning in 2019, and every seven years thereafter that a new commission is appointed by the mayor and approved by the City Council, the commission, at its first regular meeting, shall select from among its members a chairperson and a secretary .

C. Minutes of each meeting, including a record of attendance, shall be prepared by the secretary and approved by the commission and signed by the chairperson at a subsequent meeting. The minutes do not need to reflect the actual discussion, but only the formal actions taken by the commission. The approved meeting minutes shall be posted on the city’s website.

D. The city shall provide city email accounts to voting members and related training on the use of email accounts, including personal computer privacy expectations while serving on the commission.

E. A majority of the voting members then serving on the commission shall constitute a quorum.

Exhibit A

Chapter 2.74
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Sections:

2.74.010 Created – Membership, appointment, compensation, term.
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2.74.010 Created – Membership, appointment, compensation, term.

A. There is created a salary commission for the city. The commission shall consist of seven members, to be appointed by the mayor with the approval of the city council.

B. A member of the commission shall serve until either: the commission completes its salary review and files a salary schedule with the city clerk; or the commission issues a final determination that no salary adjustment is appropriate. ~~for a three-year term, commencing on July 1st and ending on June 30th three years later. Members shall be appointed to a position number, and the terms are to be staggered, with no more than three positions expiring in any given year. A member may be reappointed, and shall hold office until his or her successor has been appointed and has qualified.~~

C. Beginning in 2019, a salary commission shall be appointed and shall begin a new salary review as provided herein. Every seven years thereafter, a new salary commission shall be appointed to perform a new salary review in accordance with this chapter.

D~~C~~. No member of the commission shall be appointed to more than two terms.

E~~D~~. A member of the commission shall not be an officer, official, or employee of the city or an immediate family member of an officer, official, or employee of the city. For purposes of this section, “immediate family member” means the parents, spouse, siblings, children, or dependent relatives of an officer, official, or employee of the city, whether or not living in the household of the officer, official, or employee.

FE. A member of the commission shall not be appointed to another city committee, board or commission, except for specialized committees or task forces of limited duration.

GF. Members shall serve without compensation.

HG. Members shall sign a conflict of interest statement in accordance with the city's ethics program upon appointment and any reappointment.

2.74.020 Vacancies.

In the event of a vacancy in office of commissioner, the mayor shall appoint, subject to approval of the city council, a person to serve the unexpired portion of the term of the vacant position in accordance with the city's appointment cycle.

2.74.030 Removal.

A member of the commission shall only be removed from office for cause of incapacity, incompetence, neglect of duty, or malfeasance in office, or for a disqualifying change of residence.

2.74.040 Mission and responsibilities.

A. Beginning in 2019, and every seven years thereafter, theThe commission shall have the duty, at such intervals as determined by the commission, to review the salaries paid by the city to each elected city official. The commission shall complete its review within 120 days of the first meeting of the commission. The City Council may approve a request from the commission for an extension of the 120-day review period.

B. If after such review the commission determines that the salary paid to any elected city official should be increased or decreased, the commission shall file a written salary schedule with the city clerk indicating the increase or decrease in salary.

CB. Any increase or decrease in salary established by the commission shall become effective and incorporated into the city budget without further action of the city council or the commission.

DC. Salary increases established by the commission shall be effective as to all city elected officials, regardless of their terms of office.

ED. Salary decreases established by the commission shall become effective as to incumbent city-elected officials at the commencement of their next subsequent terms of office.

F. If after review the commission determines that the salary paid to any elected city official should not be increased or decreased, then the commission shall file a written determination with the city clerk indicating that no salary adjustment is appropriate.
E. The commission shall report annually to the city council prior to the start of the budget process.

2.74.050 Referendum.

Any salary increase or decrease established by the commission pursuant to this chapter shall be subject to referendum petition by the voters of the city, in the same manner as a city ordinance, upon filing of a referendum petition with the city clerk within 30 days after filing of a salary schedule by the commission. In the event of the filing of a valid referendum petition, the salary increase or decrease shall not go into effect until approved by a vote of the people. Referendum measures under this section shall be submitted to the voters of the city at the next following general or municipal election occurring 30 days or more after the petition is filed, and shall otherwise be governed by the provisions of the State Constitution and the laws generally applicable to referendum measures.

2.74.060 Meetings, officers, records and quorum.

A. The committee may meet as necessary during the 120-day review period described in BIMC 2.74.040.A but shall establish a regular meeting schedule and announce the specific day and time each month that the committee will conduct its regular meetings during the review period. Meetings shall be open to the public and held in accordance with the Open Public Meetings Act (Chapter 4 2.30 RCW).

B. Beginning in 2019, and every seven years thereafter that a new commission is appointed by the mayor and approved by the City Council, tThe commission, at its first regular meeting, shall select from among its members a chairperson and a secretary for a one-year term at the first regular meeting of each year.

C. For meetings consisting of a majority of the then serving voting members of the commission, the commission shall provide public notice of the meeting and shall keep a record of its meeting minutes. Minutes of each meeting, including a record of attendance,

shall be prepared by the secretary and approved by the commission and signed by the chairperson at a subsequent meeting. The minutes do not need to reflect the actual discussion, but only the formal actions taken by the commission. The approved meeting minutes shall be posted on the city's web-site.

D. The city shall provide city email accounts to voting members and related training on the use of email accounts, including personal computer privacy expectations while serving on the commission.

E. A majority of the voting members then serving on the commission shall constitute a quorum.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 27, 2019 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (9:20 PM) Agenda Bill for Consent Agenda,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Executive

RECOMMENDED MOTION:
I move to approve the Consent Agenda, as presented.

SUMMARY:
Consider approval of the following Consent Agenda items:
B. Accounts Payable and Payroll
C. City Council Study Session Minutes, August 6, 2019
D. City Council Regular Business Meeting Minutes, August 13, 2019
E. Dave Ullin Open Water Marina (DUOWM) Buoy Removal and Install Contract Award
F. Resolution No. 2019-25, Opposing Initiative 976 Concerning Motor Vehicle Taxes and Fees
G. Ordinance No. 2019-20, Relating to 2019 2nd Quarter Budget and Updated Capital Improvement Plan Amendments
H. Interlocal Agreement with the Bainbridge Island School District for a Stop Paddle Camera Test Program
I. Sidewalk Cutting and Replacement Contract

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 27, 2019 **ESTIMATED TIME:**

AGENDA ITEM: Accounts Payable and Payroll

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Finance & Administrative Services

RECOMMENDED MOTION:
Approve with Consent Agenda.

SUMMARY:
Consider approval of payroll and accounts payable.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

Report to Council of Cash Disbursements

Payroll.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: August 12, 2019 - August 26, 2019
CITY COUNCIL: August 13, 2019 - August 27, 2019

Last check from previous run: 351307 dated 08/14/19 issued to Zee Medical in the amount of $631.20.

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
EFT	8/21/19	351	WA State DOR/Excise taxes - July 2019	14,184.87
ACH	8/21/19	352	COBI/Utility billing - August 2019	8,516.40
ACH	8/21/19	354	WA State DOL/Concealed weapon permits - August 2019 reprint	414.00
ACH - VOID	8/21/19	353	WA State DOL/Concealed weapon permits - August 2019 print error	N/A
VOID	8/12/19	351316	POL/Kelley Imaging/Check printing error	N/A
Manual	8/8/19	351308	US Bank/Credit card purchases - July 2019	33,315.86
Manual	8/12/19	351309	Bainbridge Disposal/Citywide disposal services - July 2019	2,226.86
Manual	8/12/19	351310	CenturyLink/Citywide telcom services - August 2019	9,728.79
Manual	8/12/19	351311	PW/Island Hands/Janitorial services - July 2019	11,394.04
Manual	8/12/19	351312	ENG/KC Auditor/Recording fees: Wyatt Way ROW easement	227.00
Manual	8/12/19	351313	ENG/KC Auditor/Recording fees: Wyatt Way ROW easement	227.00
Manual	8/12/19	351314	ENG/KC Treasurer/REET: Wyatt Way ROW acquisition	150.28
Manual	8/12/19	351315	ENG/KC Treasurer/REET: Wyatt Way ROW acquisition	150.28
Manual	8/12/19	351317	POL/Kelley Imaging/Copier lease	279.04
Manual	8/13/19	351318	SS/Bainbridge Disposal/Commons disposal services	315.58
Manual	8/13/19	351319	CenturyLink/E-phone at waterfront park dock	88.52
Manual	8/13/19	351320	Kitsap County Sewer District #7/Roost Land Co Participation Fees	167,346.00
Manual	8/13/19	351321	Puget Sound Energy/Casey St water, 184 Winslow Way E	33.68
Manual	8/13/19	351322	Verizon Wireless/Citywide cell phone services - August 2019	3,836.49
Manual	8/13/19	351323	ENG/WSDOT/Final agency payment: Olympic Drive LA-8507	345.63
Manual	8/14/19	351324	EX/Helpline House/Emergency rental, mortgage assistance	25,000.00
Manual	8/14/19	351325	PW/Toshiba/Copier lease	273.60
Manual	8/20/19	351326	ENG/Contract Land Staff/Wyatt Way acquisition services	2,090.70
Manual	8/20/19	351327	EX/WA St Dept of Natural Resources/Interest due	81.39
			Total Manual Checks and Electronic Disbursements	**280,226.01**
Regular Run	8/28/19	351328-351415	**Total Regular Check Run**	**155,998.78**
			Total Disbursements	**436,224.79**
Retainage Release	N/A	N/A		N/A
Travel Advance	N/A	N/A		N/A

Prepared and Reviewed by _____ Carrie Christianson, Senior Accounting Technician

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due, and unpaid obligation against the City of Bainbridge Island, and that I am authorized to authenticate and certify to said claim.

Karl R. Shaw, Accounting Manager — Date: 8-21-2019

EFT - EXCISE JULY 2019

@ 8/21/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
351	08/21/2019	MANL	124	WA ST DEPT OF REVENU	233749	2019-07	07/31/2019		EFT 0719	14,184.87
Invoice: 2019-07							JUL 2019 EXCISE TAXES			

INVOICE DTL DESC			
206.51	91411341	553000	FINANCE - WATER EXTRNL TAXES
352.01	91421351	553000	FINANCE - SEWER - EXTRNL TAXES
5,777.17	91421351	553000	FINANCE - SEWER - EXTRNL TAXES
40.62	91421351	553000	FINANCE - SEWER - EXTRNL TAXES
9.66	91411341	553000	FINANCE - WATER EXTRNL TAXES
371.21	91411341	553000	FINANCE - WATER EXTRNL TAXES
147.38	91431383	553000	FINANCE - SSWM - EXTRNL TAXES
5,929.97	91411341	553000	FINANCE - WATER EXTRNL TAXES
690.94	91421351	553000	FINANCE - SEWER - EXTRNL TAXES
24.01	31011256	531100	EX-GF-EMERG PREP-SUPPLIES
1.55	11011116	531100	COUNCIL - SUPPLIES
1.55	41011141	531100	FIN - C/E ADMIN SUPPLIES
1.99	41011141	531100	FIN - C/E ADMIN SUPPLIES
4.95	51011211	54110000649	NAT'L NIGHT OUT-PROF SVCS
7.82	53011212	531100	PD-C/E-PATROL SUPPLIES
4.86	53011212	531100	PD-C/E-PATROL SUPPLIES
5.59	53011212	531100	PD-C/E-PATROL SUPPLIES
2.60	63470586	542450	PCD-PLANNING-COMM OUTREACH
1.07	63470586	542450	PCD-PLANNING-COMM OUTREACH
.63	63470586	542450	PCD-PLANNING-COMM OUTREACH
511.28	72431832	53110000664	ST DOE SSWM-SUPPLIES
91.50	73311448	63110000811	O&M FUEL SYS CAP IMPR-SUPPLIES

CHECK 351 TOTAL: 14,184.87

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 14,184.87

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	14,184.87

*** GRAND TOTAL *** 14,184.87

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2019 8 222					
APP 401-213000	ACCOUNTS PAYABLE			6,517.35	
08/25/2019 EFT 0719 EXCISE	AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100	CASH				14,184.87
08/25/2019 EFT 0719 EXCISE	AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000	ACCOUNTS PAYABLE			6,860.74	
08/25/2019 EFT 0719 EXCISE	AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000	ACCOUNTS PAYABLE			658.66	
08/25/2019 EFT 0719 EXCISE	AP CASH DISBURSEMENTS JOURNAL				
APP 001-213000	GENERAL - ACCOUNTS PAYABLE			52.32	
08/25/2019 EFT 0719 EXCISE	AP CASH DISBURSEMENTS JOURNAL				
APP 407-213000	ACCOUNTS PAYABLE			4.30	
08/25/2019 EFT 0719 EXCISE	AP CASH DISBURSEMENTS JOURNAL				
APP 301-213000	ACCOUNTS PAYABLE			91.50	
08/25/2019 EFT 0719 EXCISE	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			14,184.87	14,184.87
APP 631-130000	DUE TO/FROM CLEARING			14,184.87	
08/25/2019 EFT 0719 EXCISE	DUE TO/FROM CLEARING				6,517.35
APP 401-130000	DUE TO/FROM CLEARING				6,860.74
08/25/2019 EFT 0719 EXCISE	DUE TO/FROM CLEARING				658.66
APP 402-130000	GENERAL - DUE TO/FROM CLEARING				52.32
08/25/2019 EFT 0719 EXCISE	DUE TO/FROM CLEARING				4.30
APP 403-130000	DUE TO/FROM CLEARING				91.50
08/25/2019 EFT 0719 EXCISE					
APP 001-130000	SYSTEM GENERATED ENTRIES TOTAL			14,184.87	14,184.87
08/25/2019 EFT 0719 EXCISE					
APP 407-130000	JOURNAL 2019/08/222 TOTAL			28,369.74	28,369.74
08/25/2019 EFT 0719 EXCISE					
APP 301-130000					
08/25/2019 EFT 0719 EXCISE					

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019 8	222	08/25/2019		
001-130000			GENERAL - DUE TO/FROM CLEARING		52.32
001-213000			GENERAL - ACCOUNTS PAYABLE	52.32	
			FUND TOTAL	52.32	52.32
301 CAPITAL CONSTRUCTION FUND	2019 8	222	08/25/2019		
301-130000			DUE TO/FROM CLEARING		91.50
301-213000			ACCOUNTS PAYABLE	91.50	
			FUND TOTAL	91.50	91.50
401 WATER OPERATING FUND	2019 8	222	08/25/2019		
401-130000			DUE TO/FROM CLEARING		6,517.35
401-213000			ACCOUNTS PAYABLE	6,517.35	
			FUND TOTAL	6,517.35	6,517.35
402 SEWER OPERATING FUND	2019 8	222	08/25/2019		
402-130000			DUE TO/FROM CLEARING		6,860.74
402-213000			ACCOUNTS PAYABLE	6,860.74	
			FUND TOTAL	6,860.74	6,860.74
403 STORM & SURFACE WATER FUND	2019 8	222	08/25/2019		
403-130000			DUE TO/FROM CLEARING		658.66
403-213000			ACCOUNTS PAYABLE	658.66	
			FUND TOTAL	658.66	658.66
407 BUILDING & DEVELOPMENT FUND	2019 8	222	08/25/2019		
407-130000			DUE TO/FROM CLEARING		4.30
407-213000			ACCOUNTS PAYABLE	4.30	
			FUND TOTAL	4.30	4.30
631 CLEARING FUND	2019 8	222	08/25/2019		
631-130000			DUE TO/FROM CLEARING	14,184.87	
635-111100			CASH		14,184.87
			FUND TOTAL	14,184.87	14,184.87

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		52.32
301	CAPITAL CONSTRUCTION FUND		91.50
401	WATER OPERATING FUND		6,517.35
402	SEWER OPERATING FUND		6,860.74
403	STORM & SURFACE WATER FUND		658.66
407	BUILDING & DEVELOPMENT FUND		4.30
631	CLEARING FUND	14,184.87	
	TOTAL	14,184.87	14,184.87

** END OF REPORT - Generated by Carrie L. Christianson **

ACH- UB AUG 19
@ 8/21/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
352	08/21/2019	MANL	103 CITY OF BAINBRIDGE I	233710	10717AUG19	08/01/2019		ACH08UB	102.81
Invoice: 10717AUG19						1270 MADISON			
				102.81	91011722 547500	GG-C/E-LIBRARY-COBI WTR/SWR			
				233711	10727AUG19	08/01/2019		ACH08UB	2,359.57
Invoice: 10727AUG19						1270 MADISON			
				2,359.57	91011722 547500	GG-C/E-LIBRARY-COBI WTR/SWR			
				233712	11015AUG19	08/01/2019		ACH08UB	2,565.11
Invoice: 11015AUG19						1220 DONALD PLACE			
				2,565.11	91425358 547500	GG-WWTP-WATER/SEWER			
				233713	11122AUG19	08/01/2019		ACH08UB	441.02
Invoice: 11122AUG19						625 WINSLOW WAY			
				441.02	91011215 547500	GG-C/E-PD-COBI WTR/SWR			
				233714	11762AUG19	08/01/2019		ACH08UB	85.54
Invoice: 11762AUG19						WINSLOW WAY-DRINKING FTN			
				85.54	91011768 547500	GG-C/E-PARKS-WTR/SWR			
				233715	11805AUG19	08/01/2019		ACH08UB	133.90
Invoice: 11805AUG19						HIGH SCHOOL & MADISON			
				133.90	91011768 547500	GG-C/E-PARKS-WTR/SWR			
				233716	11806AUG19	08/01/2019		ACH08UB	88.13
Invoice: 11806AUG19						MADISON & HIGH SCHOOL			
				88.13	91011768 547500	GG-C/E-PARKS-WTR/SWR			
				233717	11982AUG19	08/01/2019		ACH08UB	703.43
Invoice: 11982AUG19						280 MADISON AVE N			
				703.43	91011189 547500	GG-C/E-CITY HALL-COBI WTR/SWR			
				233718	11983AUG19	08/01/2019		ACH08UB	1,018.89
Invoice: 11983AUG19						280 MADISON AVE N			
				1,018.89	91011189 547500	GG-C/E-CITY HALL-COBI WTR/SWR			
				233719	12754AUG19	08/01/2019		ACH08UB	565.72
Invoice: 12754AUG19						WINSLOW WAY E			
				565.72	91011768 547500	GG-C/E-PARKS-WTR/SWR			
				233720	13145AUG19	08/01/2019		ACH08UB	452.28
Invoice: 13145AUG19						HWY 305 - STO			
				452.28	91111262 547500	GG-STREETS-TRAILS-CITY WTR/SWR			
							CHECK	352 TOTAL:	8,516.40

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 8,516.40

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	8,516.40

*** GRAND TOTAL *** 8,516.40

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2019 8 223									
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			5,499.01	
08/25/2019	ACH08UB	UB			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				8,516.40
08/25/2019	ACH08UB	UB			AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000					ACCOUNTS PAYABLE			2,565.11	
08/25/2019	ACH08UB	UB			AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000					STREETS - ACCOUNTS PAYABLE			452.28	
08/25/2019	ACH08UB	UB			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			8,516.40	8,516.40
APP 631-130000					DUE TO/FROM CLEARING			8,516.40	
08/25/2019	ACH08UB	UB							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				5,499.01
08/25/2019	ACH08UB	UB							
APP 402-130000					DUE TO/FROM CLEARING				2,565.11
08/25/2019	ACH08UB	UB							
APP 101-130000					STREETS - DUE TO/FROM CLEARING				452.28
08/25/2019	ACH08UB	UB							
					SYSTEM GENERATED ENTRIES TOTAL			8,516.40	8,516.40
					JOURNAL 2019/08/223 TOTAL			17,032.80	17,032.80

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019	8	223	08/25/2019		
001-130000				GENERAL - DUE TO/FROM CLEARING		5,499.01
001-213000				GENERAL - ACCOUNTS PAYABLE	5,499.01	
				FUND TOTAL	5,499.01	5,499.01
101 STREET FUND	2019	8	223	08/25/2019		
101-130000				STREETS - DUE TO/FROM CLEARING		452.28
101-213000				STREETS - ACCOUNTS PAYABLE	452.28	
				FUND TOTAL	452.28	452.28
402 SEWER OPERATING FUND	2019	8	223	08/25/2019		
402-130000				DUE TO/FROM CLEARING		2,565.11
402-213000				ACCOUNTS PAYABLE	2,565.11	
				FUND TOTAL	2,565.11	2,565.11
631 CLEARING FUND	2019	8	223	08/25/2019		
631-130000				DUE TO/FROM CLEARING	8,516.40	
635-111100				CASH		8,516.40
				FUND TOTAL	8,516.40	8,516.40

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		5,499.01
101	STREET FUND		452.28
402	SEWER OPERATING FUND		2,565.11
631	CLEARING FUND	8,516.40	
	TOTAL	8,516.40	8,516.40

** END OF REPORT - Generated by Carrie L. Christianson **

ACH-FA Aug 19 + VOID
cc 8/21/19

KRS
8-21-19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
* 353	08/21/2019	VOID	969	DEPARTMENT OF LICENS	233765	AUG19CPL	08/21/2019		ACHFA08	-414.00
Invoice: AUG19CPL					-414.00	41654860 586000	AUG 19 CPL TRANSMITTAL GUN PERMIT OUT			
							CHECK	353 TOTAL:		-414.00
354	08/21/2019	MANL	969	DEPARTMENT OF LICENS	233765	AUG19CPL	08/21/2019		ACHFA08	414.00
Invoice: AUG19CPL					414.00	41654860 586000	AUG 19 CPL TRANSMITTAL GUN PERMIT OUT			
							CHECK	354 TOTAL:		414.00
						NUMBER OF CHECKS 2	*** CASH ACCOUNT TOTAL ***			.00

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	414.00
TOTAL VOIDED CHECKS	1	414.00

*** GRAND TOTAL *** .00

* VOID: selected "process" in error instead of spooling to report writer. This resulted in not having a "check" to print. Had to VOID and reprint.

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2019 8 228					
APP 650-213000	ACCOUNTS PAYABLE			414.00	
08/21/2019 ACHFA08 FA	AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100	CASH				414.00
08/21/2019 ACHFA08 FA	AP CASH DISBURSEMENTS JOURNAL				
APP 650-213000	ACCOUNTS PAYABLE				414.00
08/21/2019 353 FA	AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100	CASH			414.00	
08/21/2019 353 FA	AP CASH DISBURSEMENTS JOURNAL				
	JOURNAL 2019/08/228	TOTAL		828.00	828.00

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
631 CLEARING FUND	2019	8	228	08/21/2019			
635-111100				CASH		414.00	
635-111100				CASH			414.00
					FUND TOTAL	414.00	414.00
650 AGENCY FUND	2019	8	228	08/21/2019			
650-213000				ACCOUNTS PAYABLE		414.00	
650-213000				ACCOUNTS PAYABLE			414.00
					FUND TOTAL	414.00	414.00

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
631	CLEARING FUND		
650	AGENCY FUND		
	TOTAL	.00	.00

** END OF REPORT - Generated by Carrie L. Christianson **

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
353	08/21/2019	MANL	969	DEPARTMENT OF LICENS	233765	AUG19CPL	08/21/2019		ACHFA08	414.00
	Invoice: AUG19CPL						AUG 19 CPL TRANSMITTAL			
					414.00	41654860 586000	GUN PERMIT OUT			
								CHECK	353 TOTAL:	414.00
						NUMBER OF CHECKS 1		*** CASH ACCOUNT TOTAL ***		414.00

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	414.00

*** GRAND TOTAL *** 414.00

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2019 8 227					
APP 650-213000	ACCOUNTS PAYABLE			414.00	
08/21/2019 ACHFA08 FA	AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100	CASH				414.00
08/21/2019 ACHFA08 FA	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			414.00	414.00
APP 631-130000	DUE TO/FROM CLEARING			414.00	
08/21/2019 ACHFA08 FA					
APP 650-130000	DUE TO/FROM CLEARING				414.00
08/21/2019 ACHFA08 FA					
	SYSTEM GENERATED ENTRIES TOTAL			414.00	414.00
	JOURNAL 2019/08/227 TOTAL			828.00	828.00

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
631 CLEARING FUND	2019	8	227	08/21/2019			
631-130000					DUE TO/FROM CLEARING	414.00	
635-111100					CASH		414.00
					FUND TOTAL	414.00	414.00
650 AGENCY FUND	2019	8	227	08/21/2019			
650-130000					DUE TO/FROM CLEARING		414.00
650-213000					ACCOUNTS PAYABLE	414.00	
					FUND TOTAL	414.00	414.00

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
631	CLEARING FUND	414.00	
650	AGENCY FUND		414.00
	TOTAL	414.00	414.00

** END OF REPORT - Generated by Carrie L. Christianson **

US Bank - CC

8/8/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
351308	08/08/2019	PRTD	7314 US BANK	233409	07/02/19-JB	07/25/2019		USB0719	490.00
	Invoice: 07/02/19-JB				POL/NEAK MEADIA/CONF: BS, JB				
				490.00	54025212 443410	MARINE - TRAINING			
				233410	07/01/19-JB	07/25/2019		USB0719	610.47
	Invoice: 07/01/19-JB				POL/PORT OF BROWNSVILLE/M8 FUEL				
				610.47	54025212 532000	MARINE - FUEL			
				233411	07/07/19-JB	07/25/2019		USB0719	660.02
	Invoice: 07/07/19-JB				POL/PORT OF BROWNSVILLE/M8 FUEL				
				660.02	54025212 532000	MARINE - FUEL			
				233412	07/10/19-JB	07/25/2019		USB0719	5.41
	Invoice: 07/10/19-JB				POL/LOWE'S/ROPE FASTENERS				
				5.41	54025212 531100	MARINE - SUPPLIES			
				233413	07/24/19-JB	07/25/2019		USB0719	748.62
	Invoice: 07/24/19-JB				POL/PORT OF BROWNSVILLE/M8 FUEL				
				748.62	54025212 532000	MARINE - FUEL			
				233414	06/26/19-BB	07/25/2019		USB0719	349.00
	Invoice: 06/26/19-BB				POL/SGR/CONF: JH				
				349.00	51011214 443410	PD-C/E-ADMIN-TRAINING			
				233415	06/26/19-BB-A	07/25/2019		USB0719	70.39
	Invoice: 06/26/19-BB-A				POL/AMAZON/WALL SIGN HOLDERS				
				70.39	51011215 531100	POLICE - C/E FACIL SUPPLIES			
				233416	06/26/19-BB-B	07/25/2019		USB0719	-326.37
	Invoice: 06/26/19-BB-B				POL/FAIRMONT/LODGING REFUND				
				-326.37	51011214 443410	PD-C/E-ADMIN-TRAINING			
				233418	06/27/19-BB	07/25/2019		USB0719	199.26
	Invoice: 06/27/19-BB				POL/HOLIDAY INN/LODGING: KE				
				199.26	51011120 443410	PD-CLERKS-TRAINING			
				233419	07/05/19-BB	07/25/2019		USB0719	86.85
	Invoice: 07/05/19-BB				POL/HALEY STRATEGIC/RIFLE SLING: JF				
				86.85	53011212 531100	PD-C/E-PATROL SUPPLIES			
				233420	07/09/19-BB	07/25/2019		USB0719	53.95
	Invoice: 07/09/19-BB				POL/PAYPAL/LE DIRECTORIES				
				53.95	53011212 531100	PD-C/E-PATROL SUPPLIES			
				233421	07/10/19-BB	07/25/2019		USB0719	33.39
	Invoice: 07/10/19-BB				POL/AMAZON/WALL SIGN HOLDERS				
				33.39	51011215 531100	POLICE - C/E FACIL SUPPLIES			
				233422	07/11/19-BB	07/25/2019		USB0719	10.00
	Invoice: 07/11/19-BB				POL/KPHD/FOOD HANDLER'S CARD: LC				
				10.00	51011211 54110000649	NAT'L NIGHT OUT-PROF SVCS			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
					233423	07/16/19-BB	07/25/2019		USB0719	414.19
				Invoice: 07/16/19-BB			POL/COSTCO/WATER FOR NNO			
					414.19	51011211 53110000649	NAT'L NIGHT OUT-SUPPLIES			
					233425	07/22/19-BB	07/25/2019		USB0719	7.62
				Invoice: 07/22/19-BB			POL/ACE/SCREWDRIVER SET			
					7.62	51011215 531100	POLICE - C/E FACIL SUPPLIES			
					233426	07/23/19-BB	07/25/2019		USB0719	62.28
				Invoice: 07/23/19-BB			POL/WALMART/PLANTS, SOIL, DONUTS			
					62.28	51011215 531100	POLICE - C/E FACIL SUPPLIES			
					233427	07/23/19-BB-A	07/25/2019		USB0719	8.70
				Invoice: 07/23/19-BB-A			POL/ACE/POTTING SOIL			
					8.70	51011215 531100	POLICE - C/E FACIL SUPPLIES			
					233429	07/04/11-CC	07/25/2019		USB0719	350.00
				Invoice: 07/04/11-CC			PCD/SWS/CERT MAINT FEE			
					350.00	61470581 549100	PCD - DEV ADMIN DUES/SUBSCR			
					233430	07/11/19-CC	07/25/2019		USB0719	300.00
				Invoice: 07/11/19-CC			PCD/SWS/PWS APPLICATION FEE			
					300.00	61470581 549100	PCD - DEV ADMIN DUES/SUBSCR			
					233431	06/29/19-KD	07/25/2019		USB0719	13.38
				Invoice: 06/29/19-KD			CC/FACEBOOK/AD: BOATERS FAIR			
					13.38	31011572 542450	EX-GF-OUTREACH-ADV			
					233432	06/28/19-KD	07/25/2019		USB0719	75.00
				Invoice: 06/28/19-KD			FIN/WFOA/MEMBERSHIP: CS			
					75.00	41011141 549100	FIN-C/E-DUES, SUBS,MEMBERSHIPS			
					233433	06/28/19-KD-A	07/25/2019		USB0719	350.00
				Invoice: 06/28/19-KD-A			FIN/WFOA/CONF REG: CS			
					350.00	41011144 443410	FIN - C/E TRAINING			
					233434	06/28/19-KD-B	07/25/2019		USB0719	500.00
				Invoice: 06/28/19-KD-B			FIN/WFOA/CONF REG: DP			
					500.00	41011144 443410	FIN - C/E TRAINING			
					233435	06/25/19-KE	07/25/2019		USB0719	54.49
				Invoice: 06/25/19-KE			POL/YETI/DOG BOWL FOR K9 VEH			
					54.49	53011212 53110000962	TRACKING CANINE-SUPPLIES			
					233436	06/29/19-KE	07/25/2019		USB0719	23.88
				Invoice: 06/29/19-KE			POL/SAFEWAY/K9 TREATS			
					23.88	53011212 53110000962	TRACKING CANINE-SUPPLIES			
					233437	07/01/19-KE	07/25/2019		USB0719	62.10
				Invoice: 07/01/19-KE			POL/K9 BALLISTICS/CRATE PAD			
					62.10	53011212 53110000962	TRACKING CANINE-SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				233438	07/03/19-KE	07/25/2019		USB0719	24.50
Invoice: 07/03/19-KE					POL/PAWS&FINS/K9 TREATS				
				24.50	53011212 53110000962 TRACKING CANINE-SUPPLIES				
				233439	07/06/19-KE	07/25/2019		USB0719	5.00
Invoice: 07/06/19-KE					POL/T&C/K9 TREATS				
				5.00	53011212 53110000962 TRACKING CANINE-SUPPLIES				
				233440	07/09/19-KE	07/25/2019		USB0719	36.11
Invoice: 07/09/19-KE					POL/4 CORNERS/FUEL				
				36.11	53011212 532000 PD-C/E-PATROL-FUEL				
				233441	07/13/19-KE	07/25/2019		USB0719	18.69
Invoice: 07/13/19-KE					POL/SAFEEWAY/K9 TREATS				
				18.69	53011212 53110000962 TRACKING CANINE-SUPPLIES				
				233442	07/16/19-KE	07/25/2019		USB0719	62.88
Invoice: 07/16/19-KE					POL/PETFLOW.COM/K9 FOOD				
				62.88	53011212 53110000962 TRACKING CANINE-SUPPLIES				
				233443	07/18/19-KE	07/25/2019		USB0719	11.06
Invoice: 07/18/19-KE					POL/SAFEWAY/K9 TREATS				
				11.06	53011212 53110000962 TRACKING CANINE-SUPPLIES				
				233444	07/24/19-KE	07/25/2019		USB0719	78.00
Invoice: 07/24/19-KE					POL/SALTY DOG/K9 GROOMING				
				78.00	53011212 54110000962 TRACKING CANINE-PROF SVCS				
				233446	07/25/19-KE	07/25/2019		USB0719	24.95
Invoice: 07/25/19-KE					POL/AMAZON/K9 DAYPACK				
				24.95	53011212 53110000962 TRACKING CANINE-SUPPLIES				
				233447	07/18/19-DJ	07/25/2019		USB0719	22.88
Invoice: 07/18/19-DJ					POL/ACE/LOCK				
				22.88	53011212 531100 PD-C/E-PATROL SUPPLIES				
				233448	06/27/19-RL	07/25/2019		USB0719	22.11
Invoice: 06/27/19-RL					FIN/DISPLAYS2GO/CARD HOLDER: CM				
				22.11	41011141 531100 FIN - C/E ADMIN SUPPLIES				
				233449	07/10/19-RL	07/25/2019		USB0719	34.36
Invoice: 07/10/19-RL					CC,FIN/NAMETAGCOUNTRY/NAME TAGS: BL, MT				
				17.18	11011116 531100 COUNCIL - SUPPLIES				
				17.18	41011141 531100 FIN - C/E ADMIN SUPPLIES				
				233450	07/19/19-RL	07/25/2019		USB0719	94.93
Invoice: 07/19/19-RL					EX/MARKETPLACE/BIRTHDAY LUNCHES				
				94.93	31011131 531100 EX-GF-SUPPLIES				
				233451	6/27/19-AL	07/25/2019		USB0719	266.82
Invoice: 6/27/19-AL					EX/ESAFETYSUPPLIES/BIEMR VESTS				
				266.82	31011256 531100 EX-GF-EMERG PREP-SUPPLIES				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				233452	06/28/19-AL	07/25/2019		USB0719	1,039.97
Invoice: 06/28/19-AL						EX/AMAZON/EOC SUPPLIES, RADIOS			
				1,039.97	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
				233453	07/01/19-AL	07/25/2019		USB0719	559.28
Invoice: 07/01/19-AL						EX/ADPLANET/MYN SHIRTS			
				559.28	31011256 542450	EX-GF-EMERG PREP-COMM OUTREACH			
				233454	07/03/19-AL	07/25/2019		USB0719	237.50
Invoice: 07/03/19-AL						EX/BI ROTARY/QUARTERLY DUES			
				237.50	31011256 549100	EX-GF-EMERG PREP-DUES/SUBSCRIP			
				233455	07/03/19-AL-A	07/25/2019		USB0719	17.89
Invoice: 07/03/19-AL-A						EX/RITE AID/JULY 4TH BOOTH SUPPLIES			
				17.89	31011256 542450	EX-GF-EMERG PREP-COMM OUTREACH			
				233456	07/05/19-AL	07/25/2019		USB0719	41.17
Invoice: 07/05/19-AL						EX/AMAZON/JULY 4TH BOOTH SUPPLIES			
				41.17	31011256 542450	EX-GF-EMERG PREP-COMM OUTREACH			
				233457	07/11/19-AL	07/25/2019		USB0719	430.69
Invoice: 07/11/19-AL						EX/MARRIOT/PERSONAL-TO BE REFUNDED			
				430.69	31011256 443410	EX-GF-EMERG PREP-TRAINING			
				233458	07/20/19-AL	07/25/2019		USB0719	53.67
Invoice: 07/20/19-AL						EX/AMAZON/WILDFIRE MAPPING			
				53.67	31011256 542450	EX-GF-EMERG PREP-COMM OUTREACH			
				233459	07/23/19-AL	07/25/2019		USB0719	73.02
Invoice: 07/23/19-AL						EX/WAL;MART/WILDFIRE MAPPING			
				73.02	31011256 542450	EX-GF-EMERG PREP-COMM OUTREACH			
				233460	06/25/19-CL	07/25/2019		USB0719	50.23
Invoice: 06/25/19-CL						PCD/CLICK2MAIL/LEGAL NOTICES			
				50.23	63470586 544000	CUR-DEV-ZONING-ADV			
				233461	06/25/19-CL-A	07/25/2019		USB0719	20.61
Invoice: 06/25/19-CL-A						PCD/CLICK2MAIL/LEGAL NOTICES			
				20.61	63470586 544000	CUR-DEV-ZONING-ADV			
				233462	06/26/19-CL	07/25/2019		USB0719	25.05
Invoice: 06/26/19-CL						PCD/AMAZON/FLASHLIGHT			
				25.05	62471591 531100	BLDG - BLDG OFFICE SUPPLIES			
				233463	06/27/19-CL	07/25/2019		USB0719	19.56
Invoice: 06/27/19-CL						PCD/AMAZON/MONITOR SWIVEL			
				19.56	61011581 531100	PCD - C/E ADMIN SUPPLIES			
				233465	06/26/19-CL-A	07/25/2019		USB0719	5.47
Invoice: 06/26/19-CL-A						PCD/AMAZON/RUBBER BANDS			
				5.47	62471591 531100	BLDG - BLDG OFFICE SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				233466	06/26/19-CL-B	07/25/2019		USB0719	9.76
Invoice: 06/26/19-CL-B					PCD/AMAZON/RUBBER BANDS				
				9.76	62471591 531100 BLDG - BLDG OFFICE SUPPLIES				
				233467	07/10/19-CL	07/25/2019		USB0719	28.69
Invoice: 07/10/19-CL					PCD/AMAZON/DISH SOAP				
				28.69	61011581 531100 PCD - C/E ADMIN SUPPLIES				
				233468	07/12/19-CL	07/25/2019		USB0719	28.32
Invoice: 07/12/19-CL					PCD/AMAZON/COAT HOOKS				
				28.32	62471591 531100 BLDG - BLDG OFFICE SUPPLIES				
				233469	07/23/19-CL	07/25/2019		USB0719	12.24
Invoice: 07/23/19-CL					PCD/CLICK2MAIL/LEGAL NOTICES				
				12.24	63470586 544000 CUR-DEV-ZONING-ADV				
				233470	06/24/19-DM	07/25/2019		USB0719	953.63
Invoice: 06/24/19-DM					PW/HOME DEPOT/TOOLS				
				953.63	73111290 531100 O&M-STREET-MAINT O/H-SUPPLIES				
				233471	07/11/19-DM	07/25/2019		USB0719	5,838.55
Invoice: 07/11/19-DM					PW/NATL BUS FURNITURE/WORKSPACES				
				5,838.55	73011183 531100 O&M-C/E-CH FAC-SUPPLIES				
				233472	07/23/19-DM	07/25/2019		USB0719	1,016.88
Invoice: 07/23/19-DM					PW/BARCO/PW FUEL CELL				
				1,016.88	73311448 63110000811 O&M FUEL SYS CAP IMPR-SUPPLIES				
				233473	06/25/19-EP	07/25/2019		USB0719	-24.00
Invoice: 06/25/19-EP					POL/UNITED/CREDIT				
				-24.00	52011212 543100 PD-INV-TRAVEL/MEALS/LODGING				
				233474	06/28/19-EP	07/25/2019		USB0719	-1.32
Invoice: 06/28/19-EP					POL/LOWE'S/PARIAL RETURN: PERSONAL				
				-1.32	52011212 531100 POLICE - C/E INVEST SUPPLIES				
				233475	07/23/19-EP	07/25/2019		USB0719	6.00
Invoice: 07/23/19-EP					POL/NARROWS/TOLL				
				6.00	52011212 543100 PD-INV-TRAVEL/MEALS/LODGING				
				233476	07/22/19-EP	07/25/2019		USB0719	1.00
Invoice: 07/22/19-EP					POL/TACOMA/PARKING				
				1.00	52011212 543100 PD-INV-TRAVEL/MEALS/LODGING				
				233477	07/01/19-JR	07/25/2019		USB0719	900.00
Invoice: 07/01/19-JR					PCD/STORAGE98110/ARCHIVES				
				900.00	61470581 545000 PCD - DEV ADMIN RENTS & LEASES				
				233478	06/25/19-CS	07/25/2019		USB0719	6.00
Invoice: 06/25/19-CS					POL/WSDOT/TOLLS				
				6.00	53011212 443410 POLICE - C/E PATROL TRAINING				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				233479	06/26/19-CS	07/25/2019		USB0719	6.00
Invoice: 06/26/19-CS					POL/WSDOT/TOLL				
				6.00	53011212 443410	POLICE - C/E PATROL TRAINING			
				233480	06/27/19-CS	07/25/2019		USB0719	6.00
Invoice: 06/27/19-CS					POL/WSDOT/TOLL				
				6.00	53011212 443410	POLICE - C/E PATROL TRAINING			
				233481	06/28/19-CS	07/25/2019		USB0719	6.00
Invoice: 06/28/19-CS					POL/WSDOT/TOLL				
				6.00	53011212 443410	POLICE - C/E PATROL TRAINING			
				233482	07/01/19-CS	07/25/2019		USB0719	55.00
Invoice: 07/01/19-CS					POL/KPHD/FOOD SVC PERMIT				
				55.00	51011211 54110000649	NAT'L NIGHT OUT-PROF SVCS			
				233483	07/04/19-CS	07/25/2019		USB0719	58.35
Invoice: 07/04/19-CS					POL/SAFEWAY/DONUT HOLES: 7/4				
				58.35	51011211 53110000589	PD-COMM OUTREACH-SUPPLIES			
				233484	07/10/19-CS	07/25/2019		USB0719	41.98
Invoice: 07/10/19-CS					POL/S&S WW/BACKPACKS: COPS & KIDS				
				41.98	51011211 53110000589	PD-COMM OUTREACH-SUPPLIES			
				233485	07/11/19-CS	07/25/2019		USB0719	1,644.89
Invoice: 07/11/19-CS					POL/CARNIVAL TIME/INFLATABLE RIDES: NNO				
				1,644.89	51011211 54110000649	NAT'L NIGHT OUT-PROF SVCS			
				233486	07/18/19-CS	07/25/2019		USB0719	57.22
Invoice: 07/18/19-CS					POL/SWEET DAHLIA/COOKIES: COPS & KIDS				
				57.22	51011211 53110000589	PD-COMM OUTREACH-SUPPLIES			
				233487	07/19/19-CS	07/25/2019		USB0719	21.47
Invoice: 07/19/19-CS					POL/SAFEWAY/ICE CREAM: COPS & KIDS				
				21.47	51011211 53110000589	PD-COMM OUTREACH-SUPPLIES			
				233488	07/06/19-SW	07/25/2019		USB0719	36.10
Invoice: 07/06/19-SW					POL/SUBWAY/ROTARY OFFICER LUNCHES				
				36.10	53011212 539100	PD-C/E-PATROL-WORKED MEALS			
				233489	07/06/19-SW-A	07/25/2019		USB0719	41.83
Invoice: 07/06/19-SW-A					POL/MCDONALDS/ROTARY OFFICER LUNCHES				
				41.83	53011212 539100	PD-C/E-PATROL-WORKED MEALS			
				233490	07/08/19-HW	07/25/2019		USB0719	24.00
Invoice: 07/08/19-HW					PCD/YACHT CLUB/DIRECTOR'S MEETING				
				24.00	61011581 543100	PCD - C/E ADMIN TRAVEL EXPENSE			
				233491	07/08/19-TZ	07/25/2019		USB0719	-163.48
Invoice: 07/08/19-TZ					POL/AMAZON/PANTS RETURN				
				-163.48	53011212 520000	POLICE - C/E PATROL BENEFITS			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				233492	07/08/19-TZ-A	07/25/2019		USB0719	334.73
Invoice: 07/08/19-TZ-A					POL/PAYPAL/PHILLY TRIP				
				334.73	53011212 443410 POLICE - C/E PATROL TRAINING				
				233493	07/08/19-TZ-B	07/25/2019		USB0719	267.99
Invoice: 07/08/19-TZ-B					POL/FI RETAIL/ACADEMY CLOTHES				
				267.99	53011212 520000 POLICE - C/E PATROL BENEFITS				
				233494	07/08/19-TZ-C	07/25/2019		USB0719	36.99
Invoice: 07/08/19-TZ-C					POL/FBI RETAIL/ACADEMY CLOTHES				
				36.99	53011212 520000 POLICE - C/E PATROL BENEFITS				
				233495	07/11/19-TG	07/25/2019		USB0719	39.33
Invoice: 07/11/19-TG					CRT/CRYSTAL SPRINGS/WATER SERVICE				
				39.33	21011125 531100 COURT - SUPPLIES				
				233496	07/20/19-TD	07/25/2019		USB0719	11.01
Invoice: 07/20/19-TD					CRT/HOME DEPOT/GRAVEL				
				11.01	21011125 531100 COURT - SUPPLIES				
				233497	07/01/19-KB	07/25/2019		USB0719	100.00
Invoice: 07/01/19-KB					HR/APA/SR PLANNER AD				
				100.00	33011161 544000 HR-C/E-ADVERTISING				
				233498	07/01/19-KB-A	07/25/2019		USB0719	32.70
Invoice: 07/01/19-KB-A					FIN/T&C/RETIREMENT FLOWERS: DL				
				32.70	41011141 531100 FIN - C/E ADMIN SUPPLIES				
				233499	07/01/19-KB-B	07/25/2019		USB0719	45.00
Invoice: 07/01/19-KB-B					HR/CRAIGSLIST/SR PLANNER AD				
				45.00	33011161 544000 HR-C/E-ADVERTISING				
				233500	07/01/19-KB-C	07/25/2019		USB0719	90.00
Invoice: 07/01/19-KB-C					HR/CRAIGSLIST/ADMIN SPEC AD				
				90.00	33011161 544000 HR-C/E-ADVERTISING				
				233501	07/18/19-KB	07/25/2019		USB0719	11.57
Invoice: 07/18/19-KB					HR/T&C/PERSONAL: ERROR				
				11.57	33011161 531100 HR-C/E-SUPPLIES				
				233502	07/18/19-KB-A	07/25/2019		USB0719	160.00
Invoice: 07/18/19-KB-A					HR/HR CERT INST/RECERT				
				160.00	33011161 549100 HR-C/E-DUES & SUBSCRIPTIONS				
				233503	06/28/19-SM	07/25/2019		USB0719	76.46
Invoice: 06/28/19-SM					IT/AMAZON/VIDEO ADAPTERS				
				76.46	81011881 535500 IT - C/E COMPUTER PARTS & EQ				
				233504	06/28/19-SM-A	07/25/2019		USB0719	17.94
Invoice: 06/28/19-SM-A					IT/AMAZON/VIDEO ADAPTERS				
				17.94	81011881 535500 IT - C/E COMPUTER PARTS & EQ				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				233505	07/01/19-SM	07/25/2019		USB0719	27.25
Invoice: 07/01/19-SM					IT/ACUITY/PCD CALENDAR SCHEDULING				
				27.25	81011881 548500 IT - C/E COMPUTER SUPPORT				
				233506	07/12/19-SM	07/25/2019		USB0719	2,517.88
Invoice: 07/12/19-SM					IT/RAKUTEN/LAPTOPS(2)				
				2,517.88	81011881 535500 IT - C/E COMPUTER PARTS & EQ				
				233507	07/12/19-SM-A	07/25/2019		USB0719	333.50
Invoice: 07/12/19-SM-A					IT/AMAZON/LAPTOP ACCESSORIES				
				333.50	81011881 535500 IT - C/E COMPUTER PARTS & EQ				
				233508	07/12/19-SM-B	07/25/2019		USB0719	544.96
Invoice: 07/12/19-SM-B					IT/AMAZON/MONITORS(4)				
				544.96	81011881 535500 IT - C/E COMPUTER PARTS & EQ				
				233509	07/16/19-SM	07/25/2019		USB0719	1,088.91
Invoice: 07/16/19-SM					IT/RAKUTEN/LAPTOP				
				1,088.91	81011881 535500 IT - C/E COMPUTER PARTS & EQ				
				233510	07/17/19-SM	07/25/2019		USB0719	606.89
Invoice: 07/17/19-SM					IT/AMAZON/MIC REPLACEMENT				
				606.89	81031881 53550000567 PEG CAP FUNDING-NON CAP ITEMS				
				233511	07/18/19-SM	07/25/2019		USB0719	299.00
Invoice: 07/18/19-SM					IT/CLEVERBRIDGE/LANESWEEPER SFTWR MAINT				
				299.00	81011881 548500 IT - C/E COMPUTER SUPPORT				
				233512	07/18/19-SM-A	07/25/2019		USB0719	20.72
Invoice: 07/18/19-SM-A					IT/ACUITY/CALENDAR SCHEDULING				
				20.72	81011881 548500 IT - C/E COMPUTER SUPPORT				
				233513	07/18/19-KJ	07/25/2019		USB0719	330.00
Invoice: 07/18/19-KJ					CC/BIMPRD/WARD MEETINGS				
				330.00	11011116 542450 COMMUNITY OUTREACH/PARTICIPA				
				233514	06/29/19-KS	07/25/2019		USB0719	74.45
Invoice: 06/29/19-KS					FIN/OTC/FRONT DESK CANDY				
				74.45	41011141 531100 FIN - C/E ADMIN SUPPLIES				
				233515	06/29/19-KS-A	07/25/2019		USB0719	35.88
Invoice: 06/29/19-KS-A					FIN/WALMART/TOASTER OVEN				
				35.88	41011141 531100 FIN - C/E ADMIN SUPPLIES				
				233516	07/15/19-KG	07/25/2019		USB0719	19.15
Invoice: 07/15/19-KG					ENG/WSDOT/FERRY				
				19.15	72431831 543100 ENG - SSWM ADM TRAVEL EXPENSE				
				233517	07/15/19-KG-A	07/25/2019		USB0719	19.15
Invoice: 07/15/19-KG-A					ENG/WSDOT/FERRY				
				19.15	72431831 543100 ENG - SSWM ADM TRAVEL EXPENSE				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
					233518	07/22/19-KG	07/25/2019		USB0719	60.00
				Invoice: 07/22/19-KG			ENG/PMI/CERT: CM			
					60.00	72011321 549100	ENG - C/E ADMIN MISCELLEANEOUS			
					233519	07/23/19-KG	07/25/2019		USB0719	5,250.00
				Invoice: 07/23/19-KG			ENG/AUTODESK/AUTODESK UNIV: RG, EC, CM			
					5,250.00	72011324 443410	ENG - C/E - TRAINING			
					233520	06/26/19-CK	07/25/2019		USB0719	302.93
				Invoice: 06/26/19-CK			PW/COSTCO/WATER			
					302.93	73637891 531100	OFFICE SUPPLIES			
					233521	06/27/19-CK	07/25/2019		USB0719	543.72
				Invoice: 06/27/19-CK			PW/1000BULBS/CITY HALL			
					543.72	73011183 531100	O&M-C/E-CH FAC-SUPPLIES			
					233522	07/07/19-CK	07/25/2019		USB0719	144.51
				Invoice: 07/07/19-CK			PW/AMAZON/EQUIP FUEL CELL			
					144.51	73311448 63110000811	O&M FUEL SYS CAP IMPR-SUPPLIES			
					233523	07/10/19-CK	07/25/2019		USB0719	671.80
				Invoice: 07/10/19-CK			PW/AMAZON/CHAIRS: PCD, ENG			
					671.80	73011183 531100	O&M-C/E-CH FAC-SUPPLIES			
					233524	07/11/19-CK	07/25/2019		USB0719	84.96
				Invoice: 07/11/19-CK			PW/AMAZON/PHN CHARGERS FOR VEH			
					84.96	73637891 531100	OFFICE SUPPLIES			
					233525	07/14/19-CK	07/25/2019		USB0719	16.34
				Invoice: 07/14/19-CK			PW/ADOBE/PRO SUBX			
					16.34	73411345 549100	DUES/SUBSCRIPTIONS			
								CHECK 351308 TOTAL:		33,315.86

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 33,315.86

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	33,315.86

*** GRAND TOTAL *** 33,315.86

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2019 8 48					
APP 001-213000	GENERAL - ACCOUNTS PAYABLE			29,056.63	
08/08/2019 USB0719 USB CC	AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100	CASH				33,315.86
08/08/2019 USB0719 USB CC	AP CASH DISBURSEMENTS JOURNAL				
APP 407-213000	ACCOUNTS PAYABLE			1,701.68	
08/08/2019 USB0719 USB CC	AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000	STREETS - ACCOUNTS PAYABLE			953.63	
08/08/2019 USB0719 USB CC	AP CASH DISBURSEMENTS JOURNAL				
APP 301-213000	ACCOUNTS PAYABLE			1,161.39	
08/08/2019 USB0719 USB CC	AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000	ACCOUNTS PAYABLE			38.30	
08/08/2019 USB0719 USB CC	AP CASH DISBURSEMENTS JOURNAL				
APP 631-213000	ACCOUNTS PAYABLE			387.89	
08/08/2019 USB0719 USB CC	AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000	ACCOUNTS PAYABLE			16.34	
08/08/2019 USB0719 USB CC	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			33,315.86	33,315.86
APP 631-130000	DUE TO/FROM CLEARING			32,927.97	
08/08/2019 USB0719 USB CC					
APP 001-130000	GENERAL - DUE TO/FROM CLEARING				29,056.63
08/08/2019 USB0719 USB CC					
APP 407-130000	DUE TO/FROM CLEARING				1,701.68
08/08/2019 USB0719 USB CC					
APP 101-130000	STREETS - DUE TO/FROM CLEARING				953.63
08/08/2019 USB0719 USB CC					
APP 301-130000	DUE TO/FROM CLEARING				1,161.39
08/08/2019 USB0719 USB CC					
APP 403-130000	DUE TO/FROM CLEARING				38.30
08/08/2019 USB0719 USB CC					
APP 401-130000	DUE TO/FROM CLEARING				16.34
08/08/2019 USB0719 USB CC					
	SYSTEM GENERATED ENTRIES TOTAL			32,927.97	32,927.97
	JOURNAL 2019/08/48 TOTAL			66,243.83	66,243.83

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019	8	48	08/08/2019		
001-130000				GENERAL - DUE TO/FROM CLEARING		29,056.63
001-213000				GENERAL - ACCOUNTS PAYABLE	29,056.63	
				FUND TOTAL	29,056.63	29,056.63
101 STREET FUND	2019	8	48	08/08/2019		
101-130000				STREETS - DUE TO/FROM CLEARING		953.63
101-213000				STREETS - ACCOUNTS PAYABLE	953.63	
				FUND TOTAL	953.63	953.63
301 CAPITAL CONSTRUCTION FUND	2019	8	48	08/08/2019		
301-130000				DUE TO/FROM CLEARING		1,161.39
301-213000				ACCOUNTS PAYABLE	1,161.39	
				FUND TOTAL	1,161.39	1,161.39
401 WATER OPERATING FUND	2019	8	48	08/08/2019		
401-130000				DUE TO/FROM CLEARING		16.34
401-213000				ACCOUNTS PAYABLE	16.34	
				FUND TOTAL	16.34	16.34
403 STORM & SURFACE WATER FUND	2019	8	48	08/08/2019		
403-130000				DUE TO/FROM CLEARING		38.30
403-213000				ACCOUNTS PAYABLE	38.30	
				FUND TOTAL	38.30	38.30
407 BUILDING & DEVELOPMENT FUND	2019	8	48	08/08/2019		
407-130000				DUE TO/FROM CLEARING		1,701.68
407-213000				ACCOUNTS PAYABLE	1,701.68	
				FUND TOTAL	1,701.68	1,701.68
631 CLEARING FUND	2019	8	48	08/08/2019		
631-130000				DUE TO/FROM CLEARING	32,927.97	
631-213000				ACCOUNTS PAYABLE	387.89	
635-111100				CASH		33,315.86
				FUND TOTAL	33,315.86	33,315.86

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		29,056.63
101	STREET FUND		953.63
301	CAPITAL CONSTRUCTION FUND		1,161.39
401	WATER OPERATING FUND		16.34
403	STORM & SURFACE WATER FUND		38.30
407	BUILDING & DEVELOPMENT FUND		1,701.68
631	CLEARING FUND	32,927.97	
	TOTAL	32,927.97	32,927.97

** END OF REPORT - Generated by Carrie L. Christianson **

Manual + VOID
CC 8/6/19 K123 8/21/19
(see pg. 3 for void explanation)

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
351309	08/12/2019	PRTD	47	BAINBRIDGE DISPOSAL	233549	0000886865	07/31/2019		M081219	76.72
Invoice: 0000886865						BIG BELLY DISP SVCS JUL19				
					76.72	91011189 547903 BIG BELLY SOLAR GARBAGE CANS				
					233550	0000886804	07/31/2019		M081219	342.01
Invoice: 0000886804						C.H. DISP SVCS JUL 19				
					342.01	91011189 547900 GG-C/E-CITY HALL-GARBAGE				
					233551	0000886604	07/31/2019		M081219	1,808.13
Invoice: 0000886604						CITYWIDE DISP SVCS JUL 2019				
					140.98	91011215 547900 GG-C/E-PD-GARBAGE				
					15.00	91111427 547900 GG-STREET-ROADSIDE-GARBAGE				
					458.24	91011768 547900 GG-C/E-PARKS-GARBAGE				
					507.54	91425358 547900 GG-WWTP-GARBAGE(NOT BIOSOLIDS)				
					666.89	91011897 547900 GG-C/E-O&M YARD FAC-GARBAGE				
					9.74	91111427 547900 GG-STREET-ROADSIDE-GARBAGE				
					9.74	91111427 547900 GG-STREET-ROADSIDE-GARBAGE				
						CHECK 351309 TOTAL:				2,226.86
351310	08/12/2019	PRTD	551	CENTURYLINK	233538	0225AUG19	08/02/2019		M081219	109.91
Invoice: 0225AUG19						O&M FIRE ALARM MONIT				
					109.91	91011897 542100 GG-C/E-O&M YARD FAC-PHONE				
					233539	0456AUG19	08/02/2019		M081219	69.99
Invoice: 0456AUG19						VILLAGE SEWER PUMP TELEM				
					69.99	91421891 542100 GG-SWR-FAC-PHONE				
					233540	0754AUG19	08/02/2019		M081219	72.94
Invoice: 0754AUG19						FLETCHER BAY WELL TELEM				
					72.94	91411891 542100 GG-WTR-FAC-PHONE				
					233541	1745AUG19	08/02/2019		M081219	52.83
Invoice: 1745AUG19						C.H. ELEVATOR SVC LINE				
					52.83	91011189 542100 GG-C/E-CITY HALL-PHONE				
					233542	3736AUG19	08/02/2019		M081219	109.91
Invoice: 3736AUG19						C.H. FIRE ALARM MONIT				
					109.91	91011189 542100 GG-C/E-CITY HALL-PHONE				
					233543	5211AUG19	08/02/2019		M081219	196.22
Invoice: 5211AUG19						POL PHN SVCS				
					196.22	91011215 542100 GG-C/E-PD-PHONE				
					233544	8731AUG19	08/02/2019		M081219	58.06
Invoice: 8731AUG19						COMMONS FIRE ALARM MONIT				
					58.06	91011755 542100 GG-C/E-COMMONS-PHONE				
					233545	9136AUG19	08/02/2019		M081219	148.02
Invoice: 9136AUG19						C.H. SECURITY ALARM MONIT				
					148.02	91011189 542100 GG-C/E-CITY HALL-PHONE				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				233546	9791AUG19	08/02/2019		M081219	137.80
			Invoice: 9791AUG19			POL TI MANDUS TELCOM			
				137.80	91011215 542100	GG-C/E-PD-PHONE			
				233547	9840AUG19	08/02/2019		M081219	50.35
			Invoice: 9840AUG19			HEAD OF BAY WELL TELEM			
				50.35	91411891 542100	GG-WTR-FAC-PHONE			
				233548	9858AUG19	08/02/2019		M081219	50.35
			Invoice: 9858AUG19			SANDS AVE WELL TELEM			
				50.35	91411891 542100	GG-WTR-FAC-PHONE			
						CHECK	351310 TOTAL:		1,056.38
351311	08/12/2019	PRTD	8646 ISLAND HANDS	233553	17460	08/01/2019		M081219	9,728.79
			Invoice: 17460			JUL 2019 JANITORIAL SERVICES			
				9,436.93	73011183 54110000269	JANITORIAL CONTRACT-PRO SVCS			
				291.86	73425358 54110000269	JANITORIAL CONTRACT-PRO SVCS			
				233554	17461	08/01/2019		M081219	1,665.25
			Invoice: 17461			JUL 2019 JANITORIAL SERVICES			
				1,615.29	73011183 54110000269	JANITORIAL CONTRACT-PRO SVCS			
				49.96	73425358 54110000269	JANITORIAL CONTRACT-PRO SVCS			
						CHECK	351311 TOTAL:		11,394.04
351312	08/12/2019	PRTD	333 KITSAP COUNTY AUDITO	233556	272502-1-054-2007	08/06/2019		M081219	227.00
			Invoice: 272502-1-054-2007			ENG/ROW EASEMENT: WYATT WAY			
				227.00	72321952 66100000708	WYATT-MAD TO LOVELL-ROW ACQ			
						CHECK	351312 TOTAL:		227.00
351313	08/12/2019	PRTD	333 KITSAP COUNTY AUDITO	233558	272502-1-054-2008	08/06/2019		M081219	227.00
			Invoice: 272502-1-054-2008			ENG/ROW EASEMENT: WYATT WY			
				227.00	72321952 66100000708	WYATT-MAD TO LOVELL-ROW ACQ			
						CHECK	351313 TOTAL:		227.00
351314	08/12/2019	PRTD	316 KC TREASURER	233555	272502-1-054-2007	08/06/2019		M081219	150.28
			Invoice: 272502-1-054-2007			ENG/WYATT-REET ROW ACQ			
				150.28	72321952 66100000708	WYATT-MAD TO LOVELL-ROW ACQ			
						CHECK	351314 TOTAL:		150.28

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
351315	08/12/2019	PRTD	316 KC TREASURER	233557	272502-1-053-2008	08/06/2019		M081219	150.28
	Invoice: 272502-1-053-2008					ENG/WYATT-REET ROW ACQ			
					150.28 72321952 66100000708	WYATT-MAD TO LOVELL-ROW ACQ			
							CHECK 351315 TOTAL:		150.28
* 351316	08/12/2019	VOID	1971 KELLEY IMAGING SYSTE						.00
	Invoice:						CHECK 351316 TOTAL:		.00
351317	08/12/2019	PRTD	1971 KELLEY IMAGING SYSTE	233552	25294192	08/05/2019		M081219	279.04
	Invoice: 25294192					POL/STANDARD LEASE			
					279.04 51011211 545000	PD-C/E-ADMIN RENTS/LEASE			
							CHECK 351317 TOTAL:		279.04
					NUMBER OF CHECKS 9		*** CASH ACCOUNT TOTAL ***		15,710.88

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	8	15,710.88
TOTAL VOIDED CHECKS	1	.00

*** GRAND TOTAL *** 15,710.88

* VOID: Check run was short 1 check when printing & ended up printing on plain paper. Voided for reprint on proper check stock.

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2019 8 119					
APP 001-213000	GENERAL - ACCOUNTS PAYABLE			13,828.85	
08/12/2019 M081219 081219	AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100	CASH				15,710.88
08/12/2019 M081219 081219	AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000	STREETS - ACCOUNTS PAYABLE			34.48	
08/12/2019 M081219 081219	AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000	ACCOUNTS PAYABLE			919.35	
08/12/2019 M081219 081219	AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000	ACCOUNTS PAYABLE			173.64	
08/12/2019 M081219 081219	AP CASH DISBURSEMENTS JOURNAL				
APP 301-213000	ACCOUNTS PAYABLE			754.56	
08/12/2019 M081219 081219	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			15,710.88	15,710.88
APP 631-130000	DUE TO/FROM CLEARING			15,710.88	
08/12/2019 M081219 081219					
APP 001-130000	GENERAL - DUE TO/FROM CLEARING				13,828.85
08/12/2019 M081219 081219					
APP 101-130000	STREETS - DUE TO/FROM CLEARING				34.48
08/12/2019 M081219 081219					
APP 402-130000	DUE TO/FROM CLEARING				919.35
08/12/2019 M081219 081219					
APP 401-130000	DUE TO/FROM CLEARING				173.64
08/12/2019 M081219 081219					
APP 301-130000	DUE TO/FROM CLEARING				754.56
08/12/2019 M081219 081219					
	SYSTEM GENERATED ENTRIES TOTAL			15,710.88	15,710.88
	JOURNAL 2019/08/119 TOTAL			31,421.76	31,421.76

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019	8	119	08/12/2019		
001-130000				GENERAL - DUE TO/FROM CLEARING		13,828.85
001-213000				GENERAL - ACCOUNTS PAYABLE	13,828.85	
				FUND TOTAL	13,828.85	13,828.85
101 STREET FUND	2019	8	119	08/12/2019		
101-130000				STREETS - DUE TO/FROM CLEARING		34.48
101-213000				STREETS - ACCOUNTS PAYABLE	34.48	
				FUND TOTAL	34.48	34.48
301 CAPITAL CONSTRUCTION FUND	2019	8	119	08/12/2019		
301-130000				DUE TO/FROM CLEARING		754.56
301-213000				ACCOUNTS PAYABLE	754.56	
				FUND TOTAL	754.56	754.56
401 WATER OPERATING FUND	2019	8	119	08/12/2019		
401-130000				DUE TO/FROM CLEARING		173.64
401-213000				ACCOUNTS PAYABLE	173.64	
				FUND TOTAL	173.64	173.64
402 SEWER OPERATING FUND	2019	8	119	08/12/2019		
402-130000				DUE TO/FROM CLEARING		919.35
402-213000				ACCOUNTS PAYABLE	919.35	
				FUND TOTAL	919.35	919.35
631 CLEARING FUND	2019	8	119	08/12/2019		
631-130000				DUE TO/FROM CLEARING	15,710.88	
635-111100				CASH		15,710.88
				FUND TOTAL	15,710.88	15,710.88

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		13,828.85
101	STREET FUND		34.48
301	CAPITAL CONSTRUCTION FUND		754.56
401	WATER OPERATING FUND		173.64
402	SEWER OPERATING FUND		919.35
631	CLEARING FUND	15,710.88	
	TOTAL	15,710.88	15,710.88

** END OF REPORT - Generated by Carrie L. Christianson **

Manual
CC 8/13/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
351318	08/13/2019	PRTD	47	BAINBRIDGE DISPOSAL	233559	0000886567	07/31/2019	M081319		315.58
Invoice: 0000886567							SS/COMMONS DISPOSAL SVCS			
					315.58	91011755 547900	GG-C/E-COMMONS-GARBAGE			
							CHECK	351318 TOTAL:		315.58
351319	08/13/2019	PRTD	551	CENTURYLINK	233560	5996AUG19	08/07/2019	M081319		88.52
Invoice: 5996AUG19							E-PHONE @ WFP DOCK			
					88.52	91011757 542100	GG-GF-WFP DOCK-PHONE			
							CHECK	351319 TOTAL:		88.52
351320	08/13/2019	PRTD	1496	KITSAP COUNTY SEWER	233561	08/12/19	08/12/2019	M081319		167,346.00
Invoice: 08/12/19							SEWER PARTICIPATION FEES: ROOST			
					167,346.00	62038 386002	PARTICIPATION-SEWER DIST. #7			
							CHECK	351320 TOTAL:		167,346.00
351321	08/13/2019	PRTD	1205	PUGET SOUND ENERGY	233563	3319JUL19	08/07/2019	M081319		23.25
Invoice: 3319JUL19							PW/CASEY ST WATER METER			
					23.25	73416345 547100	CASEY STREET WTR-ELECTRICITY			
					233635	9932JUL19	08/07/2019	M081319		10.43
Invoice: 9932JUL19							184 WINSLOW WAY E			
					10.43	91011739 547100	COMM EVENTS-ELECTRICITY			
							CHECK	351321 TOTAL:		33.68
351322	08/13/2019	PRTD	1485	VERIZON WIRELESS	233564	9835245562	08/01/2019	M081319		3,836.49
Invoice: 9835245562							CITYWIDE PHN SVCS			
					3,836.49	91011189 542100	GG-C/E-CITY HALL-PHONE			
							CHECK	351322 TOTAL:		3,836.49
351323	08/13/2019	PRTD	522	WA ST DEPT OF TRANSP	233636	RE-31C-LA8507FINAL	06/27/2019	M081319		345.63
Invoice: RE-31C-LA8507FINAL							ENG/FINAL PMT OLY DR LA8507			
					345.63	72334951 64110000596	SR305-OLYMPIC NM-ENG/DESIGN			
							CHECK	351323 TOTAL:		345.63

NUMBER OF CHECKS 6 *** CASH ACCOUNT TOTAL *** 171,965.90

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	6	171,965.90

*** GRAND TOTAL *** 171,965.90

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2019 8 144					
APP 001-213000	GENERAL - ACCOUNTS PAYABLE			4,251.02	
08/13/2019 M081319 081319	AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100	CASH				171,965.90
08/13/2019 M081319 081319	AP CASH DISBURSEMENTS JOURNAL				
APP 622-213000	ACCOUNTS PAYABLE			167,346.00	
08/13/2019 M081319 081319	AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000	ACCOUNTS PAYABLE			23.25	
08/13/2019 M081319 081319	AP CASH DISBURSEMENTS JOURNAL				
APP 301-213000	ACCOUNTS PAYABLE			345.63	
08/13/2019 M081319 081319	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			171,965.90	171,965.90
APP 631-130000	DUE TO/FROM CLEARING			171,965.90	
08/13/2019 M081319 081319	GENERAL - DUE TO/FROM CLEARING				4,251.02
APP 001-130000	DUE TO/FROM CLEARING				167,346.00
08/13/2019 M081319 081319	DUE TO/FROM CLEARING				23.25
APP 622-130000	DUE TO/FROM CLEARING				345.63
08/13/2019 M081319 081319					
APP 401-130000	SYSTEM GENERATED ENTRIES TOTAL			171,965.90	171,965.90
08/13/2019 M081319 081319					
APP 301-130000	JOURNAL 2019/08/144 TOTAL			343,931.80	343,931.80
08/13/2019 M081319 081319					

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019	8	144	08/13/2019		
001-130000				GENERAL - DUE TO/FROM CLEARING		4,251.02
001-213000				GENERAL - ACCOUNTS PAYABLE	4,251.02	
				FUND TOTAL	4,251.02	4,251.02
301 CAPITAL CONSTRUCTION FUND	2019	8	144	08/13/2019		
301-130000				DUE TO/FROM CLEARING		345.63
301-213000				ACCOUNTS PAYABLE	345.63	
				FUND TOTAL	345.63	345.63
401 WATER OPERATING FUND	2019	8	144	08/13/2019		
401-130000				DUE TO/FROM CLEARING		23.25
401-213000				ACCOUNTS PAYABLE	23.25	
				FUND TOTAL	23.25	23.25
622 EXPENDABLE TRUST FUND	2019	8	144	08/13/2019		
622-130000				DUE TO/FROM CLEARING		167,346.00
622-213000				ACCOUNTS PAYABLE	167,346.00	
				FUND TOTAL	167,346.00	167,346.00
631 CLEARING FUND	2019	8	144	08/13/2019		
631-130000				DUE TO/FROM CLEARING	171,965.90	
635-111100				CASH		171,965.90
				FUND TOTAL	171,965.90	171,965.90

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		4,251.02
301	CAPITAL CONSTRUCTION FUND		345.63
401	WATER OPERATING FUND		23.25
622	EXPENDABLE TRUST FUND		167,346.00
631	CLEARING FUND	171,965.90	
	TOTAL	171,965.90	171,965.90

** END OF REPORT - Generated by Carrie L. Christianson **

Manual

CC 8/14/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
351324	08/14/2019	PRTD	7180	HELPLINE HOUSE	233672	07/30/19	07/30/2019		M081419	25,000.00
Invoice: 07/30/19							EMERGENCY RENTAL/MORTGAGE ASSI			
					25,000.00	31180592 54130300297	EMERGENCY RENTAL ASSISTANCE			
							CHECK 351324 TOTAL:			25,000.00
351325	08/14/2019	PRTD	6714	TOSHIBA FINANCIAL SE	233673	25294191	08/05/2019		M081419	273.60
Invoice: 25294191							PW/E-STUDIO4555C LEASE			
					273.60	73637891 545000	RENTS & LEASES - OPERATING			
							CHECK 351325 TOTAL:			273.60
						NUMBER OF CHECKS 2	*** CASH ACCOUNT TOTAL ***			25,273.60

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	25,273.60

*** GRAND TOTAL *** 25,273.60

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2019 8 169				
APP 108-213000	AFFORD HSG - ACCOUNTS PAYABLE		25,000.00	
08/14/2019 M081419 081419	AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	CASH			25,273.60
08/14/2019 M081419 081419	AP CASH DISBURSEMENTS JOURNAL			
APP 631-213000	ACCOUNTS PAYABLE		273.60	
08/14/2019 M081419 081419	AP CASH DISBURSEMENTS JOURNAL			
	GENERAL LEDGER TOTAL		25,273.60	25,273.60
APP 631-130000	DUE TO/FROM CLEARING		25,000.00	
08/14/2019 M081419 081419				
APP 108-130000	AFFORD HSG DUE TO/FROM CLEAR'G			25,000.00
08/14/2019 M081419 081419				
	SYSTEM GENERATED ENTRIES TOTAL		25,000.00	25,000.00
	JOURNAL 2019/08/169 TOTAL		50,273.60	50,273.60

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
108 AFFORDABLE HOUSING FUND	2019	8	169	08/14/2019			
108-130000					AFFORD HSG DUE TO/FROM CLEAR'G		25,000.00
108-213000					AFFORD HSG - ACCOUNTS PAYABLE	25,000.00	
					FUND TOTAL	25,000.00	25,000.00
631 CLEARING FUND	2019	8	169	08/14/2019			
631-130000					DUE TO/FROM CLEARING	25,000.00	
631-213000					ACCOUNTS PAYABLE	273.60	
635-111100					CASH		25,273.60
					FUND TOTAL	25,273.60	25,273.60

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
108	AFFORDABLE HOUSING FUND		25,000.00
631	CLEARING FUND	25,000.00	
	TOTAL	25,000.00	25,000.00

** END OF REPORT - Generated by Carrie L. Christianson **

Manual cc 8/20/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
351326	08/20/2019	PRTD	8636	CONTRACT LAND STAFF,	233721	3888.16.12-0108131	08/13/2019		M081519	2,090.70
Invoice: 3888.16.12-0108131						ENG/WYATT-MADISON ACQUISITION SVCS				
					2,050.70	72321952 64110000708	WYATT-ROW ACQ-PROF SVCS			
					40.00	72334952 64110000596	SR305-OLYMPIC NM-ROW ACQ-PS			
							CHECK 351326 TOTAL:			2,090.70
						NUMBER OF CHECKS 1	*** CASH ACCOUNT TOTAL ***			2,090.70

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	2,090.70

*** GRAND TOTAL *** 2,090.70

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2019 8 207					
APP 301-213000	ACCOUNTS PAYABLE			2,090.70	
08/20/2019 M081519 082019	AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100	CASH				2,090.70
08/20/2019 M081519 082019	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			2,090.70	2,090.70
APP 631-130000	DUE TO/FROM CLEARING			2,090.70	
08/20/2019 M081519 082019					
APP 301-130000	DUE TO/FROM CLEARING				2,090.70
08/20/2019 M081519 082019					
	SYSTEM GENERATED ENTRIES TOTAL			2,090.70	2,090.70
	JOURNAL 2019/08/207 TOTAL			4,181.40	4,181.40

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
301 CAPITAL CONSTRUCTION FUND	2019	8	207	08/20/2019				
301-130000					DUE TO/FROM CLEARING			2,090.70
301-213000					ACCOUNTS PAYABLE		2,090.70	
						FUND TOTAL	2,090.70	2,090.70
631 CLEARING FUND	2019	8	207	08/20/2019				
631-130000					DUE TO/FROM CLEARING		2,090.70	
635-111100					CASH			2,090.70
						FUND TOTAL	2,090.70	2,090.70

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
301	CAPITAL CONSTRUCTION FUND		2,090.70
631	CLEARING FUND	2,090.70	
	TOTAL	2,090.70	2,090.70

** END OF REPORT - Generated by Carrie L. Christianson **

Manual
CC 8/20/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
351327	08/20/2019	PRTD	4520	WA ST DEPT OF NATURA	233760	0017051863	08/20/2019		M082019	81.39
Invoice: 0017051863							EX/INTEREST PAYMENT DUE			
					81.39	31011275 789000	EX-GF-INT EXP-CULT & REC FACIL			

CHECK 351327 TOTAL: 81.39

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 81.39

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	81.39

*** GRAND TOTAL *** 81.39

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2019 8 215				
APP 001-213000	GENERAL - ACCOUNTS PAYABLE		81.39	
08/20/2019 M082019 082019	AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	CASH			81.39
08/20/2019 M082019 082019	AP CASH DISBURSEMENTS JOURNAL			
	GENERAL LEDGER TOTAL		81.39	81.39
APP 631-130000	DUE TO/FROM CLEARING		81.39	
08/20/2019 M082019 082019				
APP 001-130000	GENERAL - DUE TO/FROM CLEARING			81.39
08/20/2019 M082019 082019				
	SYSTEM GENERATED ENTRIES TOTAL		81.39	81.39
	JOURNAL 2019/08/215 TOTAL		162.78	162.78

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019	8	215	08/20/2019			
001-130000					GENERAL - DUE TO/FROM CLEARING		81.39
001-213000					GENERAL - ACCOUNTS PAYABLE	81.39	
					FUND TOTAL	81.39	81.39
631 CLEARING FUND	2019	8	215	08/20/2019			
631-130000					DUE TO/FROM CLEARING	81.39	
635-111100					CASH		81.39
					FUND TOTAL	81.39	81.39

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		81.39
631	CLEARING FUND	81.39	
	TOTAL	81.39	81.39

** END OF REPORT - Generated by Carrie L. Christianson **

Regular
cc 8/21/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
351328	08/28/2019	PRTD	9249	911 SUPPLY INC	233675	77361	08/07/2019		08/25/19	355.22
Invoice: 77361							POL/ACCESSORIES			
					355.22	53011212 531100	PD-C/E-PATROL SUPPLIES			
							CHECK 351328 TOTAL:			355.22
351329	08/28/2019	PRTD	5	ACE HARDWARE	233565	44452/1	08/08/2019		08/25/19	60.82
Invoice: 44452/1							PW/KEYS			
					60.82	73637956 531100	O&M ALLOC-WTR/RBW/SWR/SIS-SUPL			
					233566	44451/1	08/08/2019		08/25/19	82.73
Invoice: 44451/1							PW/BAGS, PLIERS, BUCKETS			
					38.10	73411345 531100	OFFICE SUPPLIES			
					28.33	73411345 531100	OFFICE SUPPLIES			
					16.30	73411345 531100	OFFICE SUPPLIES			
					233567	44443/1	08/07/2019		08/25/19	3.04
Invoice: 44443/1							PW/2 CYC 2.6OZ			
					3.04	73425358 531100	O&M-WWTP-SUPPLIES			
					233568	44429/1	08/05/2019		08/25/19	106.78
Invoice: 44429/1							PW/TAPE, TIE DOWNS, STAPLER			
					106.78	73111427 531100	OFFICE SUPPLIES			
					233569	44427/1	08/03/2019		08/25/19	54.48
Invoice: 44427/1							PW/BATTERIES			
					54.48	73411345 531100	OFFICE SUPPLIES			
					233570	44401/1	07/31/2019		08/25/19	26.98
Invoice: 44401/1							PW/PLUGS			
					26.98	73011183 531100	O&M-C/E-CH FAC-SUPPLIES			
					233571	44409/1	07/31/2019		08/25/19	43.58
Invoice: 44409/1							PW/WALL CLOCK			
					43.58	73425358 531100	O&M-WWTP-SUPPLIES			
					233572	44391/1	07/30/2019		08/25/19	20.69
Invoice: 44391/1							PW/BUCKET, SHOP TOWELS			
					20.69	73421355 531100	WIN COLL-SUPPLIES			
					233573	44413/1	08/01/2019		08/25/19	5.19
Invoice: 44413/1							PW/KEYS			
					5.19	73421355 531100	WIN COLL-SUPPLIES			
					233676	44487/1	08/13/2019		08/25/19	22.86
Invoice: 44487/1							POL/ANT BAIT			
					22.86	51011215 531100	POLICE - C/E FACIL SUPPLIES			
							CHECK 351329 TOTAL:			427.15

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
351330	08/28/2019	PRTD	9253	ALEXANDAR ALIF	233574	PLN51528 PRE	08/12/2019		08/25/19	750.00
Invoice: PLN51528 PRE						CANCELLED PERMIT PLN51528				
					750.00	47148 345890	OTHER PLANNING/DEVELOPM			
								CHECK 351330 TOTAL:		750.00
351331	08/28/2019	PRTD	863	INTERSTATE BATTERIES	233575	22058752	08/01/2019		08/25/19	257.19
Invoice: 22058752						POL/VEH 203 BATTERY				
					257.19	53011212 531100	PD-C/E-PATROL SUPPLIES			
								CHECK 351331 TOTAL:		257.19
351332	08/28/2019	PRTD	7994	PENINSULA SERVICES	233677	90462	07/31/2019		08/25/19	128.00
Invoice: 90462						POL/MOBILE SHREDDING				
					128.00	51011211 541100	PD-C/E-ADM-PROF SVCS			
					233678	90461	07/31/2019		08/25/19	64.00
Invoice: 90461						CRT/MOBILE SHREDDING				
					64.00	21011125 541100	COURT - PROFESSIONAL SERVICES			
								CHECK 351332 TOTAL:		192.00
351333	08/28/2019	PRTD	1258	ALPINE PRODUCTS INC	233576	TM-187741	07/31/2019		08/25/19	42.51
Invoice: TM-187741						PW/PAINT MACHINE PARTS				
					42.51	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
								CHECK 351333 TOTAL:		42.51
351334	08/28/2019	PRTD	8014	ALSTON, COURTNAGE &	233577	119640	07/31/2019		08/25/19	120.00
Invoice: 119640						ENG/RE: HARRISON PROPERTY				
					120.00	72311942 64110000724	PD/COURT BLDG-PROF SVCS/DESIGN			
								CHECK 351334 TOTAL:		120.00
351335	08/28/2019	PRTD	7166	AMERICAN MESSAGING	233578	W4104492TH	08/01/2019		08/25/19	93.97
Invoice: W4104492TH						PW/MESSAGING SERVICE AUG 2019				
					93.97	73637891 542100	O&M - ALLOC FACIL TELEPHONE			
								CHECK 351335 TOTAL:		93.97
351336	08/28/2019	PRTD	4710	ASSOCIATED PETROLEU	233579	1471363-IN	07/30/2019		08/25/19	772.48
Invoice: 1471363-IN						PW/299 GAL UNLEADED				
					772.48	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
					233580	1471362-IN	07/30/2019		08/25/19	654.44

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
	Invoice: 1471362-IN				PW/233.6 GAL DIESEL				
				654.44	73638893 532000	O&M-FUEL USE-ALLOCATION			
				233581	112716-IN	07/25/2019		08/25/19	303.12
	Invoice: 112716-IN				PW/90 GAL DIESEL				
				303.12	73638893 532000	O&M-FUEL USE-ALLOCATION			
				233582	1127170-IN	07/25/2019		08/25/19	632.72
	Invoice: 1127170-IN				PW/249 GAL UNLEADED				
				632.72	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
				233584	1467729-IN	07/23/2019		08/25/19	821.03
	Invoice: 1467729-IN				PW/325 GAL UNLEADED				
				821.03	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
				233585	1467728-IN	07/23/2019		08/25/19	709.49
	Invoice: 1467728-IN				PW/251 GAL DIESEL				
				709.49	73638893 532000	O&M-FUEL USE-ALLOCATION			
						CHECK	351336 TOTAL:		3,893.28
351337	08/28/2019	PRTD	7821 AUS WEST LOCKBOX	233586	1991344439	07/25/2019		08/25/19	53.99
	Invoice: 1991344439				PW/LAUNDRY SERVICE				
				53.99	73638893 589310	LAUNDRY SERVICES			
				233587	1991354389	08/01/2019		08/25/19	53.99
	Invoice: 1991354389				PW/LAUNDRY SERVICE				
				53.99	73638893 589310	LAUNDRY SERVICES			
						CHECK	351337 TOTAL:		107.98
351338	08/28/2019	PRTD	1235 AT&T ONENET SERVICE	233588	1270478696	08/01/2019		08/25/19	42.74
	Invoice: 1270478696				FIN/FAX LONG DIST AUG 19				
				42.74	91011189 542100	GG-C/E-CITY HALL-PHONE			
				233589	1270486600	08/01/2019		08/25/19	.66
	Invoice: 1270486600				PCD/FAX LONG DIST AUG 19				
				.66	91011189 542100	GG-C/E-CITY HALL-PHONE			
						CHECK	351338 TOTAL:		43.40
351339	08/28/2019	PRTD	4365 AUTOMATIC FUNDS TRAN	233590	BAIN1907983	07/31/2019		08/25/19	342.00
	Invoice: BAIN1907983				FIN/PHONE & WEB PMTS JUL 19				
				171.00	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
				171.00	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
						CHECK	351339 TOTAL:		342.00

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
351340	08/28/2019	PRTD	8269	BAINBRIDGE EVENT REN	233679	1142	07/12/2019		08/25/19	793.41
Invoice: 1142							POL/BALANCE ON NNO RENTALS			
						793.41 51011211 54500000649	NAT'L NIGHT OUT-RENTALS			
							CHECK	351340 TOTAL:		793.41
351341	08/28/2019	PRTD	54	BAINBRIDGE RENTAL IN	233591	CON#52440	08/05/2019		08/25/19	233.75
Invoice: CON#52440							PW/POLYCUT BLADES, 5LB LINE			
						233.75 73431835 531100	OFFICE SUPPLIES			
					233592	CON#52273	07/31/2019		08/25/19	19.08
Invoice: CON#52273							PW/POLYCUT BLADES			
						19.08 73431835 531100	OFFICE SUPPLIES			
							CHECK	351341 TOTAL:		252.83
351342	08/28/2019	PRTD	55	SOUND PUBLISHING, IN	233596	7934887-2396058	07/31/2019		08/25/19	140.00
Invoice: 7934887-2396058							PCD/PPM: ANDERSON SUBDIVISION			
						140.00 63470586 544000	CUR-DEV-ZONING-ADV			
							CHECK	351342 TOTAL:		140.00
351343	08/28/2019	PRTD	55	SOUND PUBLISHING, IN	233680	7935092-2399596	07/31/2019		08/25/19	44.37
Invoice: 7935092-2399596							HR/AD: SR PLANNER			
						44.37 33011161 544000	HR-C/E-ADVERTISING			
					233681	7935092-2399597	07/31/2019		08/25/19	44.74
Invoice: 7935092-2399597							HR/AD: ADMIN SPEC.			
						44.74 33011161 544000	HR-C/E-ADVERTISING			
							CHECK	351343 TOTAL:		89.11
351344	08/28/2019	PRTD	55	SOUND PUBLISHING, IN	233682	7934913-2399537	07/31/2019		08/25/19	87.50
Invoice: 7934913-2399537							POL/CLASSIFIEDS: PROPERTY			
						87.50 51011191 544000	PD-C/E-PROP RM-ADVERTISING			
					233683	7934913-2399687	07/31/2019		08/25/19	143.08
Invoice: 7934913-2399687							POL/NOI:MJ & DESIRE			
						143.08 55011757 54400000159	PD-DERELICT VES-ADVERTISING			
					233684	7934913-2399883	07/31/2019		08/25/19	81.16
Invoice: 7934913-2399883							POL/CLASSIFIES: AUCTION			
						81.16 55011757 54400000159	PD-DERELICT VES-ADVERTISING			
					233685	7934913-2400470	07/31/2019		08/25/19	3.80
Invoice: 7934913-2400470							POL/CLASSIFIEDS: AUCTION			
						3.80 55011757 54400000159	PD-DERELICT VES-ADVERTISING			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
								CHECK 351344 TOTAL:		315.54
351345	08/28/2019	PRTD	7696	BAINBRIDGE ISLAND MU	233761	3920	05/31/2019		08/25/19	10,000.00
Invoice: 3920							2019 LTAC - "CELEBRATION OF AR			
					10,000.00	91140573 541100	GG-TOUR-PROF SERVICES			
								CHECK 351345 TOTAL:		10,000.00
351346	08/28/2019	PRTD	5202	BAINBRIDGE ARTS & CR	233593	Q2-2019	08/09/2019		08/25/19	1,287.60
Invoice: Q2-2019							Q2 2019 LTAC: OFF ISLAND ADVERTI			
					1,287.60	91140573 541100	GG-TOUR-PROF SERVICES			
					233594	Q2 2019	08/09/2019		08/25/19	3,750.00
Invoice: Q2 2019							Q2 CULTURAL FUNDING - OPERATING S			
					3,750.00	31011732 54110000297	EX-GF-CULTURAL ARTS & SCIENCES			
								CHECK 351346 TOTAL:		5,037.60
351347	08/28/2019	PRTD	1341	BLUE SKY PRINTING	233762	131721	08/08/2019		08/25/19	70.54
Invoice: 131721							POL/BUS CARDS: KE, JL			
					35.27	52011212 531100	POLICE - C/E INVEST SUPPLIES			
					35.27	53011212 531100	PD-C/E-PATROL SUPPLIES			
								CHECK 351347 TOTAL:		70.54
351348	08/28/2019	PRTD	7621	CAROLLO ENGINEERS IN	233686	0179232	08/06/2019		08/25/19	1,809.25
Invoice: 0179232							UPDATE WATER MODELING CONTRACT			
					1,809.25	72411345 54110000336	ANNUAL WATER MAINS PRES-PROFSV			
								CHECK 351348 TOTAL:		1,809.25
351349	08/28/2019	PRTD	4821	CASCADIA CONSULTING	233754	6556	07/19/2019		08/25/19	12,181.25
Invoice: 6556							GREENHOUSE GAS EMISSIONS INVEN			
					12,181.25	31011391 541100	EXEC-GF-OTHER ENV SVCS			
								CHECK 351349 TOTAL:		12,181.25
351350	08/28/2019	PRTD	8253	CHS NORTHWEST	233595	35372/H	08/08/2019		08/25/19	912.24
Invoice: 35372/H							PW/COARSE SALT(98)			
					912.24	73637892 531100	O&M-ALLOC-WTR-CONSUMABLES			
								CHECK 351350 TOTAL:		912.24

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
351351	08/28/2019	PRTD	634	CITY OF BAINBRIDGE I	233722	PW19 0034	08/15/2019		08/25/19	5,461.00
	Invoice: PW19 0034					PW/STO PARTICIPATION FEES				
						225.00 73111262 531100 O&M-RDS-TRAILS-SUPPLIES				
						5,236.00 73111262 549800 O&M-RDS-TRAILS-PERMITS				
								CHECK 351351 TOTAL:		5,461.00
351352	08/28/2019	PRTD	460	CITY OF BI - PETTY C	233750	MAY-AUG2019	08/15/2019		08/25/19	85.09
	Invoice: MAY-AUG2019					FIN/PETTY CASH REIMB MAY-AUG				
						5.00 36011143 443410 CLERK-GF-TRAINING				
						7.35 91011189 542500 GG-C/E-CITY HALL-POSTAGE				
						30.02 41011141 531100 FIN - C/E ADMIN SUPPLIES				
						8.50 72111444 443410 ENG-STRT-PLANNING-TRAINING				
						5.00 36011143 443410 CLERK-GF-TRAINING				
						1.22 91011189 542500 GG-C/E-CITY HALL-POSTAGE				
						27.39 41011141 531100 FIN - C/E ADMIN SUPPLIES				
						.61 91011189 542500 GG-C/E-CITY HALL-POSTAGE				
								CHECK 351352 TOTAL:		85.09
351353	08/28/2019	PRTD	103	CITY OF BAINBRIDGE I	233598	21900165	08/08/2019		08/25/19	178.86
	Invoice: 21900165					PW/JULY 2019 WELL WATER				
						28.68 73011189 547500 O&M-C/E-FAC-CITY WTR/SWR				
						41.72 73111290 547500 O&M-STREET-ADM OH-CITY WTR/SWR				
						74.04 73421355 547500 O&M-SWR-CITY WATER/SEWER BILL				
						34.42 73426355 547500 O&M-SIS-CITY WATER/SEWER BILLS				
								CHECK 351353 TOTAL:		178.86
351354	08/28/2019	PRTD	104	CITY OF BREMERTON	233599	BKAT000495	08/02/2019		08/25/19	2,840.75
	Invoice: BKAT000495					IT/BKAT AUG 2019				
						2,840.75 81011881 542420 IT-C/E-TELEVISTED COUNCIL MEET				
								CHECK 351354 TOTAL:		2,840.75
351355	08/28/2019	PRTD	8435	COATES DESIGN INC	233600	124066	08/07/2019		08/25/19	8,625.00
	Invoice: 124066					DESIGN SERVICES-POLICE & COURT				
						8,625.00 72311942 64110000724 PD/COURT BLDG-PROF SVCS/DESIGN				
								CHECK 351355 TOTAL:		8,625.00
351356	08/28/2019	PRTD	51	BAINBRIDGE ISLAND	233601	70020	06/11/2019		08/25/19	50.00
	Invoice: 70020					OUT COURT TICKET - CLARK				
						50.00 01136 369915 COURT FINES PD AT CITY HALL				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
								CHECK	351356 TOTAL:	50.00
351357	08/28/2019	PRTD	6363	LN CURTIS & SONS	233602	INV304573	07/31/2019		08/25/19	234.35
Invoice: INV304573							POL/VEST CARRIER: BINGHAM			
						234.35 53011212 520000	POLICE - C/E PATROL BENEFITS			
								CHECK	351357 TOTAL:	234.35
351358	08/28/2019	PRTD	152	DAILY JOURNAL OF COM	233687	3350502	08/03/2019		08/25/19	579.60
Invoice: 3350502							ENG/NTC: ANNUAL DRAINAGE PRJ			
						579.60 72431835 54400000851	2019 DRAINAGE/CULVERT ADS			
								CHECK	351358 TOTAL:	579.60
351359	08/28/2019	PRTD	8816	ECOANALYSTS, INC.	233603	2112	08/08/2019		08/25/19	1,200.00
Invoice: 2112							PW/Q3 MINNOW TESTING			
						1,200.00 73425358 54110000391	LAB & TESTING SVCS-WWTP			
								CHECK	351359 TOTAL:	1,200.00
351360	08/28/2019	PRTD	8975	ECONORTHWEST	233605	21280	06/30/2019		08/25/19	3,722.50
Invoice: 21280							INCLUSIONARY ZONING AND TDR			
						3,722.50 61011586 54110000930	COMP PLAN IMPL-PROF SVCS			
								CHECK	351360 TOTAL:	3,722.50
351361	08/28/2019	PRTD	8238	EXELTECH CONSULTING,	233751	1907-04	08/13/2019		08/25/19	16,198.45
Invoice: 1907-04							OLYMPIC DRIVE NM IMPROVEMENTS			
						971.91 72413434 66300200596	SR305-OLYMPIC WTR CONSTR ADM			
						15,226.54 72334951 66300200596	SR305-OLYMPIC NM-CONSTR ADMIN			
								CHECK	351361 TOTAL:	16,198.45
351362	08/28/2019	PRTD	1953	FERGUSON ENTERPRISES	233606	0791341	07/31/2019		08/25/19	3,355.66
Invoice: 0791341							PW/METERS(4)			
						3,355.66 411 141100	WATER - INVENTORY			
					233607	0791286	07/25/2019		08/25/19	3,672.99
Invoice: 0791286							PW/METERS(12)			
						3,672.99 411 141100	WATER - INVENTORY			
								CHECK	351362 TOTAL:	7,028.65

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
351363	08/28/2019	PRTD	9256 FIEDLER, CAROL	233619	79911	08/13/2019		08/25/19	172.83
	Invoice: 79911					UB 12846 4355 POINT WHITE DRIVE NE			
				172.83	421 122100	SEWER ACCOUNTS RECEIVABLE			
						CHECK	351363 TOTAL:		172.83
351364	08/28/2019	PRTD	8292 FLYING WRENCH SERVIC	233688	21993	07/12/2019		08/25/19	648.80
	Invoice: 21993					PW/DUMP TRUCK REPAIR			
				648.80	73431835 548100	REPAIRS & MAINTENANCE			
						CHECK	351364 TOTAL:		648.80
351365	08/28/2019	PRTD	9257 GATTO, DAVID & LORI	233620	79912	08/13/2019		08/25/19	7.79
	Invoice: 79912					UB 12869 9153 BURLINGAME COURT NE			
				7.79	411 122100	WATER ACCOUNTS RECEIVABLE			
						CHECK	351365 TOTAL:		7.79
351366	08/28/2019	PRTD	187 GOV'T FINANCE OFFICE	233610	0129620-2019	07/29/2019		08/25/19	150.00
	Invoice: 0129620-2019					FIN/2019-2020 MEMBERSHIP: CM			
				150.00	41011141 549100	FIN-C/E-DUES, SUBS,MEMBERSHIPS			
						CHECK	351366 TOTAL:		150.00
351367	08/28/2019	PRTD	513 GRAINGER	233611	9227730273	07/09/2019		08/25/19	78.44
	Invoice: 9227730273					PW/PRESSURE GAUGE			
				78.44	73011897 531100	O&M-C/E-PWY FAC-SUPPLIES			
						CHECK	351367 TOTAL:		78.44
351368	08/28/2019	PRTD	6765 GREY CHEVROLET	233612	5107164	07/26/2019		08/25/19	646.21
	Invoice: 5107164					POL/VEH 224 REPAIR			
				646.21	53011212 531100	PD-C/E-PATROL SUPPLIES			
						CHECK	351368 TOTAL:		646.21
351369	08/28/2019	PRTD	4777 STUDIO HAMLET ARCHIT	233613	PLN51288 CUP	08/12/2019		08/25/19	4,770.00
	Invoice: PLN51288 CUP					REFUND: PLN51288 CUP			
				4,770.00	47047 345810	ZONING & SUBDIVISION FE			
						CHECK	351369 TOTAL:		4,770.00

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
351370	08/28/2019	PRTD	4850	HOME DEPOT CREDIT SE	233614	9011725	07/23/2019		08/25/19	242.79
Invoice: 9011725							PW/LUMBER			
					242.79	73311448 63110000811	O&M FUEL SYS CAP IMPR-SUPPLIES			
								CHECK 351370 TOTAL:		242.79
351371	08/28/2019	PRTD	9255	INMAN, GLENDA	233618	79910	08/13/2019		08/25/19	167.70
Invoice: 79910							UB 10300 257 SHEPARD WAY NW			
					167.70	411 122100	WATER ACCOUNTS RECEIVABLE			
								CHECK 351371 TOTAL:		167.70
351372	08/28/2019	PRTD	280	INTEGRA CHEMICAL COM	233615	0132069-IN	08/08/2019		08/25/19	2,747.90
Invoice: 0132069-IN							PW/SODIUM FLOURIDE			
					2,747.90	73637892 531100	O&M-ALLOC-WTR-CONSUMABLES			
								CHECK 351372 TOTAL:		2,747.90
351373	08/28/2019	PRTD	9161	ISLAND TIME ACTIVITI	233755	4333	06/30/2019		08/25/19	2,500.00
Invoice: 4333							Q2 2019 COMMUNITY SERVICES FUN			
					2,500.00	31017686 54110000297	HOPE HS/BI SP NEEDS/ISLANDTIME			
								CHECK 351373 TOTAL:		2,500.00
351374	08/28/2019	PRTD	7961	KATY BIGELOW, ARBORI	233616	5742	08/07/2019		08/25/19	186.25
Invoice: 5742							PW/TREE CONSULT: ROCKAWAY			
					186.25	73111427 54110000354	TREE PRES/REMOVAL-RD-PROF SVCS			
								CHECK 351374 TOTAL:		186.25
351375	08/28/2019	PRTD	318	KC ALCOHOLISM SPECIA	233763	0219	08/20/2019		08/25/19	1,732.74
Invoice: 0219							Q2 2019 ALCHOLISM SERVICES			
					1,732.74	91011660 553000	EXEC - C/E DETOX			
								CHECK 351375 TOTAL:		1,732.74
351376	08/28/2019	PRTD	333	KITSAP COUNTY AUDITO	233621	452656	07/25/2019		08/25/19	128.50
Invoice: 452656							PCD/AGREEMENT: PLN50327			
					128.50	63470588 551000	CUR-DEV PLAN-RECORDING FEES			
					233622	451370	07/17/2019		08/25/19	106.50
Invoice: 451370							PCD/AGREEMENT: PLN50327			
					106.50	63470588 551000	CUR-DEV PLAN-RECORDING FEES			
					233623	451293	07/16/2019		08/25/19	105.50

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
						Invoice: 451293	PCD/NTT: SHORELINE BUFFER			
						105.50 63470588 551000	CUR-DEV PLAN-RECORDING FEES			
					233691	450483	07/10/2019	08/25/19		106.50
						Invoice: 450483	ENG/SSWM COV: THOMPSON-SORENSON			
						106.50 72431831 541100	ENG - SSWM ADM PROF SVCS			
					233692	450160	07/09/2019	08/25/19		106.50
						Invoice: 450160	ENG/SSWM COV: KNEE TREE			
						106.50 72431831 541100	ENG - SSWM ADM PROF SVCS			
					233693	452541	07/25/2019	08/25/19		106.50
						Invoice: 452541	ENG/SSWM COV: MACKEY			
						106.50 72431831 541100	ENG - SSWM ADM PROF SVCS			
									CHECK 351376 TOTAL:	660.00
351377	08/28/2019	PRTD	1505	KITSAP COUNTY TREASU	233625	JUL19	07/31/2019	08/25/19		61.58
						Invoice: JUL19	JUL19 KC OUT COURT REMIT			
						54.58 41612860 586000	CRIME VICTIMS-OUT			
						7.00 41613860 586000	COUNTY LAW LIB - DISB OUT			
									CHECK 351377 TOTAL:	61.58
351378	08/28/2019	PRTD	1971	KELLEY IMAGING SYSTE	233626	25335173	08/12/2019	08/25/19		239.26
						Invoice: 25335173	PCD/E-STUDIO4555C LEASE			
						239.26 61470581 545000	PCD - DEV ADMIN RENTS & LEASES			
									CHECK 351378 TOTAL:	239.26
351379	08/28/2019	PRTD	1010	PAUL L KING	233627	54063	07/12/2019	08/25/19		207.05
						Invoice: 54063	PW/REPL LOCK: TAYLOR AVE WELL SITE			
						207.05 73411345 531100	OFFICE SUPPLIES			
									CHECK 351379 TOTAL:	207.05
351380	08/28/2019	PRTD	579	KITSAP SUN	233695	0002687973	07/31/2019	08/25/19		105.86
						Invoice: 0002687973	POL/DISPLAY AD FOR NNO			
						105.86 51011211 54400000649	NAT'L NIGHT OUT-ADVERTISING			
									CHECK 351380 TOTAL:	105.86
351381	08/28/2019	PRTD	579	KITSAP SUN	233628	0002687862	07/31/2019	08/25/19		241.80
						Invoice: 0002687862	ENG/NTC: ANNUAL DRAINAGE BIDS			
						241.80 72431835 54400000851	2019 DRAINAGE/CULVERT ADS			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
								CHECK 351381 TOTAL:		241.80
351382	08/28/2019	PRTD	309	KITSAP TIRE CENTER I	233629	222894	08/07/2019		08/25/19	8.72
Invoice: 222894						PW/SCRAP TIRE DISP				
					8.72	91011897 547900 GG-C/E-O&M YARD FAC-GARBAGE				
					233630	222844	08/05/2019		08/25/19	4.36
Invoice: 222844						PW/SCRAP TIRE DISP				
					4.36	91011897 547900 GG-C/E-O&M YARD FAC-GARBAGE				
					233631	222811	08/02/2019		08/25/19	888.90
Invoice: 222811						POL/6 TIRES VEH 235				
					888.90	53011212 531100 PD-C/E-PATROL SUPPLIES				
								CHECK 351382 TOTAL:		901.98
351383	08/28/2019	PRTD	8248	KRH MATERIAL PLACEME	233696	12887	08/01/2019		08/25/19	6,031.24
Invoice: 12887						ENG/ROCKAWAY NOURISHMENT PLACEMENT				
					6,031.24	72011391 54110000710 ROCKAWAY-MIT/MONITORING-P SVCS				
								CHECK 351383 TOTAL:		6,031.24
351384	08/28/2019	PRTD	5011	LEXISNEXIS RISK SOLU	233697	1272084-20190731	07/31/2019		08/25/19	163.50
Invoice: 1272084-20190731						POL/INFORMATION SERVICES				
					163.50	52011212 549100 PD-C/E-INV-DUES/SUBSCR/MEMBRSH				
								CHECK 351384 TOTAL:		163.50
351385	08/28/2019	PRTD	9260	CARLA LUNDGREN	233764	PSYCH 328	07/31/2019		08/25/19	1,569.00
Invoice: PSYCH 328						EX/TUITION REIMBURSEMENT				
					1,569.00	31011134 443410 EX-GF-TRAINING				
								CHECK 351385 TOTAL:		1,569.00
351386	08/28/2019	PRTD	5717	MAKERS ARCHITECTURE	233632	1807-10	07/09/2019		08/25/19	1,643.74
Invoice: 1807-10						ISLAND CENTER SUBAREA PLANNING				
					1,643.74	61011586 54110000930 COMP PLAN IMPL-PROF SVCS				
								CHECK 351386 TOTAL:		1,643.74
351387	08/28/2019	PRTD	6333	MASCO PETROLEUM	233633	0275044-IN	07/25/2019		08/25/19	1,234.98
Invoice: 0275044-IN						PW/USED OIL				
					1,234.98	73638935 531100 O&M-STD ALLOCATION-SUPPLIES				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
								CHECK	351387 TOTAL:	1,234.98
351388	08/28/2019	PRTD	9258	LAURA MCMULLAN	233698	SEP 19-23	08/13/2019		08/25/19	200.00
	Invoice: SEP 19-23					POL/DEPOSIT REFUND 8/12				
					200.00	62238 386000 PARK/DOCK USE DEPOSIT				
								CHECK	351388 TOTAL:	200.00
351389	08/28/2019	PRTD	8642	MULTICARE HEALTH SYS	233634	07/17/19	07/17/2019		08/25/19	100.00
	Invoice: 07/17/19					PW/OCC HEALTH TESTING				
					100.00	73011189 541100 O&M - C/E FACIL PROF SERVICES				
								CHECK	351389 TOTAL:	100.00
351390	08/28/2019	PRTD	9021	OLYMPIC PROPERTY GRO	233756	129404	07/16/2019		08/25/19	7,943.25
	Invoice: 129404					SUZUKI PROPERTY				
					7,943.25	31011593 54110000961 SUZUKI PROP DEV-PROF SVCS				
								CHECK	351390 TOTAL:	7,943.25
351391	08/28/2019	PRTD	8286	SUPERINTENDENT OF P	233699	15318	08/01/2019		08/25/19	45.25
	Invoice: 15318					POL/FINGERPRINTING				
					45.25	65438 386110 AGENCY-FINGERPRINT REV TO SPI				
					233700	15324	08/01/2019		08/25/19	90.50
	Invoice: 15324					POL/FINGERPRINTING				
					90.50	65438 386110 AGENCY-FINGERPRINT REV TO SPI				
					233701	15329	08/01/2019		08/25/19	45.25
	Invoice: 15329					POL/FINGERPRINTING				
					45.25	65438 386110 AGENCY-FINGERPRINT REV TO SPI				
								CHECK	351391 TOTAL:	181.00
351392	08/28/2019	PRTD	2623	PAPE MACHINERY	233638	11615269	07/26/2019		08/25/19	1,302.46
	Invoice: 11615269					PW/CYLINDER, FITTING, ADAPTER				
					1,302.46	73111427 531100 OFFICE SUPPLIES				
								CHECK	351392 TOTAL:	1,302.46
351393	08/28/2019	PRTD	8544	PHILANTHROPY NORTHWE	233757	TGP 3236	07/31/2019		08/25/19	2,250.00
	Invoice: TGP 3236					JUL 19 CULTURAL FUNDING PROJECT				
					2,250.00	31017572 54110000297 EX-COMMUNITY FUNDING RESOURCES				
					233758	TGP 3215	07/31/2019		08/25/19	1,625.00
	Invoice: TGP 3215					EX/HUMAN SERVICES JUL 2019				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
					1,625.00	31017572 54110000297	EX-COMMUNITY FUNDING RESOURCES			
								CHECK	351393 TOTAL:	3,875.00
351394	08/28/2019	PRTD	360	BUILDERS FIRSTSOURCE	233640	41095717	07/31/2019		08/25/19	286.06
Invoice: 41095717							PW/WHITE MARKING PAINT			
					286.06	73637891 531100	OFFICE SUPPLIES			
					233643	5061544	07/31/2019		08/25/19	22.11
Invoice: 5061544							PW/GALVANIZED ANCHOR BOLTS			
					22.11	73311448 63110000811	O&M FUEL SYS CAP IMPR-SUPPLIES			
					233644	41353450	07/31/2019		08/25/19	151.89
Invoice: 41353450							PW/BLUE SPRAY PAINT			
					151.89	73637891 531100	OFFICE SUPPLIES			
								CHECK	351394 TOTAL:	460.06
351395	08/28/2019	PRTD	434	PUGET SOUND REGIONAL	233759	2020011	08/07/2019		08/25/19	12,485.00
Invoice: 2020011							MEMBERSHIP DUES: 2020			
					12,485.00	91011589 551000	EXEC - C/E REGIONAL PLANNING			
								CHECK	351395 TOTAL:	12,485.00
351396	08/28/2019	PRTD	8099	RIGHT! SYSTEMS INC	233645	SI-161984	08/05/2019		08/25/19	1,364.79
Invoice: SI-161984							IT/PHONE SYSTEM LIC			
					1,364.79	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
								CHECK	351396 TOTAL:	1,364.79
351397	08/28/2019	PRTD	2409	RIVER OAKS COMMUNICA	233646	08/06/19	08/06/2019		08/25/19	132.50
Invoice: 08/06/19							EX/CONSULT SVCS: VERIZON			
					132.50	31011131 541100	EX-GF-PROF SERVICES			
								CHECK	351397 TOTAL:	132.50
351398	08/28/2019	PRTD	7385	CHARLES P. SHANE	233647	002211	08/12/2019		08/25/19	187.50
Invoice: 002211							LEGAL/PUB DEF SVC: 19943203			
					187.50	32011281 541113	LGL-PUBLIC DEFENDER			
								CHECK	351398 TOTAL:	187.50
351399	08/28/2019	PRTD	8132	SPECTRA LABORATORIES	233648	19-05942	08/07/2019		08/25/19	262.50
Invoice: 19-05942							PW/WWTP TESTING			
					262.50	73425358 54110000391	LAB & TESTING SVCS-WWTP			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				233649	19-05948	08/07/2019		08/25/19	45.00
			Invoice: 19-05948		PW/WWTP TESTING				
					45.00 73425358 54110000391 LAB & TESTING SVCS-WWTP				
				233650	19-05901	08/06/2019		08/25/19	62.10
			Invoice: 19-05901		PW/FLOURIDE TESTING				
					62.10 73411345 54110000391 LAB SVCS-WATER				
				233651	19-05902	08/06/2019		08/25/19	20.70
			Invoice: 19-05902		PW/FLOURIDE TESTING				
					20.70 73411345 54110000391 LAB SVCS-WATER				
				233652	19-05839	08/02/2019		08/25/19	45.00
			Invoice: 19-05839		PW/WWTP TESTING				
					45.00 73425358 54110000391 LAB & TESTING SVCS-WWTP				
				233653	19-05805	08/02/2019		08/25/19	146.50
			Invoice: 19-05805		PW/WWTP TESTING				
					146.50 73425358 54110000391 LAB & TESTING SVCS-WWTP				
				233654	19-05784	08/01/2019		08/25/19	45.00
			Invoice: 19-05784		PW/WWTP TESTING				
					45.00 73425358 54110000391 LAB & TESTING SVCS-WWTP				
				233655	19-05771	08/01/2019		08/25/19	230.00
			Invoice: 19-05771		PW/WWTP TESTING				
					230.00 73425358 54110000391 LAB & TESTING SVCS-WWTP				
				233656	19-05764	07/31/2019		08/25/19	45.00
			Invoice: 19-05764		PW/WWTP TESTING				
					45.00 73425358 54110000391 LAB & TESTING SVCS-WWTP				
				233657	19-05179	07/16/2019		08/25/19	21.16
			Invoice: 19-05179		PW/ECOLI TESTING				
					21.16 73415345 54110000391 LAB SVCS-WATER ROCKAWAY				
				233658	19-05178	07/16/2019		08/25/19	78.20
			Invoice: 19-05178		PW/PW SITE TESTING				
					78.20 73011897 54110000391 LAB SVCS-PWY FAC				
							CHECK	351399 TOTAL:	1,001.16
351400	08/28/2019	PRTD	8887 SOUTHEASTERN SECURIT	233752	144311	07/01/2019		08/25/19	277.50
			Invoice: 144311		EX/E-MGMT VOLUNTEER BACKGROUND CHECKS				
					277.50 31011256 541100 EX-GF-EMERG PREP-PROF SVCS				
							CHECK	351400 TOTAL:	277.50

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
351401	08/28/2019	PRTD	2467 STAPLES	233659	3421344368	08/03/2019		08/25/19	150.33
	Invoice: 3421344368					EX,FIN/PAPER			
					75.16 31011131 531100	EX-GF-SUPPLIES			
					75.17 41011141 531100	FIN - C/E ADMIN SUPPLIES			
				233660	3421344364	08/03/2019		08/25/19	29.76
	Invoice: 3421344364					FIN/DRY ERASE MARKERS			
					29.76 41011141 531100	FIN - C/E ADMIN SUPPLIES			
				233661	3421344373	08/03/2019		08/25/19	173.28
	Invoice: 3421344373					FIN/TONER			
					173.28 41011141 531100	FIN - C/E ADMIN SUPPLIES			
				233662	3421344371	08/03/2019		08/25/19	23.28
	Invoice: 3421344371					EX,FIN/ELECTRONICS DUSTER			
					11.64 31011131 531100	EX-GF-SUPPLIES			
					11.64 41011141 531100	FIN - C/E ADMIN SUPPLIES			
				233663	3421344365	08/03/2019		08/25/19	23.53
	Invoice: 3421344365					FIN/DRY ERASE MARKERS			
					23.53 41011141 531100	FIN - C/E ADMIN SUPPLIES			
				233664	3421344372	08/03/2019		08/25/19	326.02
	Invoice: 3421344372					PW,LEGAL/DISH SOAP, HANDWASH			
					302.12 32011152 531100	LGL-GF-SUPPLIES			
					23.90 73011183 531100	O&M-C/E-CH FAC-SUPPLIES			
				233665	3421344369	08/03/2019		08/25/19	79.56
	Invoice: 3421344369					LEGAL/WRITING PADS			
					79.56 32011152 531100	LGL-GF-SUPPLIES			
				233666	3421344484	08/03/2019		08/25/19	50.64
	Invoice: 3421344484					PCD/PAPER, SHARPIE, HIGHLIGHTER			
					50.64 61011581 531100	PCD - C/E ADMIN SUPPLIES			
				233667	3421344478	08/03/2019		08/25/19	31.78
	Invoice: 3421344478					PCD/OFFICE SUPPLIES			
					31.78 61011581 531100	PCD - C/E ADMIN SUPPLIES			
				233668	3421344481	08/03/2019		08/25/19	6.91
	Invoice: 3421344481					PCD/PENS			
					6.91 61011581 531100	PCD - C/E ADMIN SUPPLIES			
				233669	3421344476	08/03/2019		08/25/19	105.95
	Invoice: 3421344476					PCD/OFFICE SUPPLIES			
					105.95 61011581 531100	PCD - C/E ADMIN SUPPLIES			
				233670	3421344472	08/03/2019		08/25/19	74.88
	Invoice: 3421344472					PCD/PAPER, SOAP			
					74.88 61011581 531100	PCD - C/E ADMIN SUPPLIES			

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
					233702	3421344426	08/03/2019		08/25/19	54.93
Invoice: 3421344426							ENG/OFFICE SUPPLIES			
					54.93	72011321 531100	ENG - C/E ADMIN SUPPLIES			
					233703	3421344421	08/03/2019		08/25/19	8.74
Invoice: 3421344421							ENG/CLOROX WIPES			
					8.74	72011321 531100	ENG - C/E ADMIN SUPPLIES			
					233704	3421344419	08/03/2019		08/25/19	39.81
Invoice: 3421344419							ENG/OFFICE SUPPLIES			
					39.81	72011321 531100	ENG - C/E ADMIN SUPPLIES			
					233706	3421344424	08/03/2019		08/25/19	165.52
Invoice: 3421344424							ENG/TONER, PAPER			
					165.52	72011321 531100	ENG - C/E ADMIN SUPPLIES			
							CHECK	351401 TOTAL:		1,344.92
351402	08/28/2019	PRTD	2122	STERICYCLE INC	233708	3004777141	07/31/2019		08/25/19	10.36
Invoice: 3004777141							POL/BIOHAZARD DISPOSAL			
					10.36	51011211 541100	PD-C/E-ADM-PROF SVCS			
							CHECK	351402 TOTAL:		10.36
351403	08/28/2019	PRTD	8244	THE HOME DEPOT PRO	233709	504618489	07/30/2019		08/25/19	202.74
Invoice: 504618489							PW/PAPER TOWELS			
					202.74	73637948 531100	O&M ALLOC-CITY WIDE SUPPLIES			
							CHECK	351403 TOTAL:		202.74
351404	08/28/2019	PRTD	6714	TOSHIBA FINANCIAL SE	233723	25335172	08/12/2019		08/25/19	353.16
Invoice: 25335172							PCD/E-STUDIO6560C LEASE			
					353.16	61470581 545000	PCD - DEV ADMIN RENTS & LEASES			
							CHECK	351404 TOTAL:		353.16
351405	08/28/2019	PRTD	7964	TRANS4MEDIA, LLC	233753	5595	08/16/2019		08/25/19	300.00
Invoice: 5595							ENG/WSF VIDEO PROGRAM AUG-SEP			
					300.00	72334953 64245000596	SR305-OLYMPIC NM-OUTREACH			
							CHECK	351405 TOTAL:		300.00
351406	08/28/2019	PRTD	2425	THE UPS STORE #1265	233724	07/31/19	07/31/2019		08/25/19	16.18
Invoice: 07/31/19							PW/SHIPPING			
					16.18	91425358 542500	GG-WWTP-POSTAGE/SHIPPING			
					233725	08/05/19	08/05/2019		08/25/19	22.39

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
	Invoice: 08/05/19					PW/SHIPPING			
					22.39 91425358 542500	GG-WWTP-POSTAGE/SHIPPING			
							CHECK	351406 TOTAL:	38.57
351407	08/28/2019	PRTD	1152 USA BLUE BOOK	233726	964545	07/29/2019		08/25/19	355.46
	Invoice: 964545					PW/BOD SOLUTION, FILTERS			
					355.46 73425358 531100	O&M-WWTP-SUPPLIES			
				233727	961499	07/25/2019		08/25/19	112.48
	Invoice: 961499					PW/CLASS CC FUSE 600V(10)			
					112.48 73425358 531100	O&M-WWTP-SUPPLIES			
							CHECK	351407 TOTAL:	467.94
351408	08/28/2019	PRTD	553 UTILITIES UNDERGROUN	233728	9070129	07/31/2019		08/25/19	233.49
	Invoice: 9070129					PW/JULY EXCAVATION NOTICES			
					233.49 73637893 54110000393	O&M ALLOC-LOCATING SVCS			
							CHECK	351408 TOTAL:	233.49
351409	08/28/2019	PRTD	605 WA ST AUDITOR'S OFFI	233729	L132200	08/09/2019		08/25/19	100.10
	Invoice: L132200					2018 FINANCIAL AUDIT			
					58.15 91011423 541100	FIN-C/E STATE AUDITOR			
					10.26 91111433 541100	FIN-STREET-STATE AUDITOR			
					4.05 91411341 541100	GG-WTR-ADM-PROF SVCS			
					13.55 91421351 541100	GG-SWR-ADM-PROF SVCS			
					6.13 91431383 541100	GG-SSWM-ADM-PROF SVCS			
					3.98 91470148 541100	FIN-DEV-STATE AUDITOR			
					3.98 91471148 541100	FIN-BLDG-STATE AUDITOR			
							CHECK	351409 TOTAL:	100.10
351410	08/28/2019	PRTD	2251 WA ST TREASURER	233730	JUL19	07/31/2019		08/25/19	4,468.74
	Invoice: JUL19					STATE OUT COURT REMIT JUL19			
					1,670.36 41611860 586000	PSEA 60% OUT			
					841.97 41610860 586000	PSEA 30% OUT			
					58.42 41619860 586000	PSEA 3 - STATE DISB OUT			
					242.58 41616860 586000	THEFT PRV&TR BRAIN INJ-OUT			
					48.40 41616860 586000	THEFT PRV&TR BRAIN INJ-OUT			
					733.89 41614860 586000	JUDICIAL INFO SYST.-OUT			
					5.68 41617860 586000	SCHOOL SAFETY ZONE-OUT			
					120.83 41618860 586000	TRAUMA CARE-OUT			
					198.33 41618860 586000	TRAUMA CARE-OUT			
					47.21 41618860 586000	TRAUMA CARE-OUT			
					268.19 41618860 586000	TRAUMA CARE-OUT			
					99.99 41616860 586812	ACCESS COMM ACCT			
					99.99 41616860 586813	MULTIMODAL ACCT			

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					32.90	41615860 586961	STATE CRIME LAB			
					233731	JUL19 SBCC	07/31/2019		08/25/19	370.50
				Invoice: JUL19 SBCC			STATE OUT COURT REMIT SBCC JUL19			
					370.50	41652860 586000	SBCC BLDG.-OUT			
							CHECK	351410 TOTAL:		4,839.24
351411	08/28/2019	PRTD	7551	WASHINGTON TRACTOR I	233732	1908081	08/05/2019		08/25/19	684.14
				Invoice: 1908081			PW/VEH#225 REPAIR			
					684.14	73637958 548100	ROADSIDE MOWER ALLOC-REPAIRS			
							CHECK	351411 TOTAL:		684.14
351412	08/28/2019	PRTD	5709	WEBCHECK INC	233733	6367	07/31/2019		08/25/19	261.60
				Invoice: 6367			FIN/WEBCHECK SVCS JUL19			
					130.80	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
					130.80	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
							CHECK	351412 TOTAL:		261.60
351413	08/28/2019	PRTD	8390	WEST HILLS FORD MAZD	233734	113399	08/02/2019		08/25/19	551.82
				Invoice: 113399			POL/VEH #213 PARTS			
					551.82	53011212 531100	PD-C/E-PATROL SUPPLIES			
							CHECK	351413 TOTAL:		551.82
351414	08/28/2019	PRTD	499	WESTBAY AUTO PARTS I	233735	475365	08/06/2019		08/25/19	50.23
				Invoice: 475365			PW/SOLVENT			
					50.23	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
					233736	475271	08/06/2019		08/25/19	31.00
				Invoice: 475271			PW/AIR FILTERS (2)			
					31.00	990 141100	MERCHANDISE			
					233737	473978	08/01/2019		08/25/19	65.40
				Invoice: 473978			PW/FILTERS, SPARK PLUGS			
					57.36	990 141100	MERCHANDISE			
					8.04	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
					233738	471830	07/24/2019		08/25/19	65.30
				Invoice: 471830			PW/DISC BRAKE PADS			
					65.30	73011189 531100	O&M - C/E FACIL OFC SUPPLIES			
					233741	474121	08/01/2019		08/25/19	40.85
				Invoice: 474121			PW/FILTERS: OIL & FUEL			
					40.85	990 141100	MERCHANDISE			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
					233742	473066	07/29/2019		08/25/19	73.90
				Invoice: 473066			PW/GREASE CARTS(10)			
					73.90	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
					233743	472701	07/26/2019		08/25/19	-65.30
				Invoice: 472701			PW/DISC BRAKE WARRANTY CREDIT			
					-65.30	73011189 531100	O&M - C/E FACIL OFC SUPPLIES			
					233744	472243	07/25/2019		08/25/19	17.42
				Invoice: 472243			PW/FILTERS: OIL & FUEL			
					17.42	990 141100	MERCHANDISE			
							CHECK	351414 TOTAL:		278.80
351415	08/28/2019	PRTD	2607	ZEE MEDICAL SERVICE	233745	68380814	08/08/2019		08/25/19	621.11
				Invoice: 68380814			POL/AED PADS, ELECTRODES			
					621.11	53011560 531100	POLICE - C/E PATROL EP OFC SUP			
					233746	68380767	08/01/2019		08/25/19	471.58
				Invoice: 68380767			PW/SS FIRST AID RESTOCK, AED INSP			
					471.58	73011755 531100	O&M-COMMONS SUPPLIES			
					233747	68380774	08/01/2019		08/25/19	186.83
				Invoice: 68380774			PW/FIRST AID RESTOCK			
					186.83	73637891 531100	OFFICE SUPPLIES			
							CHECK	351415 TOTAL:		1,279.52

NUMBER OF CHECKS 88 *** CASH ACCOUNT TOTAL *** 151,998.78

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	88	151,998.78

*** GRAND TOTAL *** 151,998.78

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2019 8 224					
APP 001-213000	GENERAL - ACCOUNTS PAYABLE			70,074.76	
08/28/2019 08/25/19 082819	AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100	CASH				151,998.78
08/28/2019 08/25/19 082819	AP CASH DISBURSEMENTS JOURNAL				
APP 631-213000	ACCOUNTS PAYABLE			10,928.49	
08/28/2019 08/25/19 082819	AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000	ACCOUNTS PAYABLE			10,739.37	
08/28/2019 08/25/19 082819	AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000	ACCOUNTS PAYABLE			3,194.65	
08/28/2019 08/25/19 082819	AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000	STREETS - ACCOUNTS PAYABLE			7,159.48	
08/28/2019 08/25/19 082819	AP CASH DISBURSEMENTS JOURNAL				
APP 407-213000	ACCOUNTS PAYABLE			6,600.88	
08/28/2019 08/25/19 082819	AP CASH DISBURSEMENTS JOURNAL				
APP 301-213000	ACCOUNTS PAYABLE			24,536.44	
08/28/2019 08/25/19 082819	AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000	ACCOUNTS PAYABLE			2,048.66	
08/28/2019 08/25/19 082819	AP CASH DISBURSEMENTS JOURNAL				
APP 104-213000	CIVIC IMPR - ACCOUNTS PAYABLE			11,287.60	
08/28/2019 08/25/19 082819	AP CASH DISBURSEMENTS JOURNAL				
APP 650-213000	ACCOUNTS PAYABLE			5,081.82	
08/28/2019 08/25/19 082819	AP CASH DISBURSEMENTS JOURNAL				
APP 622-213000	ACCOUNTS PAYABLE			200.00	
08/28/2019 08/25/19 082819	AP CASH DISBURSEMENTS JOURNAL				
APP 901-213000	ACCOUNTS PAYABLE			146.63	
08/28/2019 08/25/19 082819	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			151,998.78	151,998.78
APP 631-130000	DUE TO/FROM CLEARING			141,070.29	
08/28/2019 08/25/19 082819	GENERAL - DUE TO/FROM CLEARING				70,074.76
APP 001-130000					
08/28/2019 08/25/19 082819	DUE TO/FROM CLEARING				10,739.37
APP 401-130000					
08/28/2019 08/25/19 082819	DUE TO/FROM CLEARING				3,194.65
APP 402-130000					
08/28/2019 08/25/19 082819	STREETS - DUE TO/FROM CLEARING				7,159.48
APP 101-130000					
08/28/2019 08/25/19 082819	DUE TO/FROM CLEARING				6,600.88
APP 407-130000					
08/28/2019 08/25/19 082819	DUE TO/FROM CLEARING				24,536.44
APP 301-130000					
08/28/2019 08/25/19 082819	DUE TO/FROM CLEARING				2,048.66
APP 403-130000					
08/28/2019 08/25/19 082819	CIVIC IMPR DUE TO/FROM CLEAR'G				11,287.60
APP 104-130000					

JOURNAL ENTRIES TO BE CREATED

YEAR PER JNL SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
APP 650-130000	08/28/2019	08/25/19	082819			DUE TO/FROM CLEARING				5,081.82
APP 622-130000	08/28/2019	08/25/19	082819			DUE TO/FROM CLEARING				200.00
APP 901-130000	08/28/2019	08/25/19	082819			DUE TO/FROM CLEARING				146.63
						SYSTEM GENERATED ENTRIES TOTAL			141,070.29	141,070.29
						JOURNAL 2019/08/224 TOTAL			293,069.07	293,069.07

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019	8	224	08/28/2019		
001-130000				GENERAL - DUE TO/FROM CLEARING		70,074.76
001-213000				GENERAL - ACCOUNTS PAYABLE	70,074.76	
				FUND TOTAL	70,074.76	70,074.76
101 STREET FUND	2019	8	224	08/28/2019		
101-130000				STREETS - DUE TO/FROM CLEARING		7,159.48
101-213000				STREETS - ACCOUNTS PAYABLE	7,159.48	
				FUND TOTAL	7,159.48	7,159.48
104 CIVIC IMPROVEMENT FUND	2019	8	224	08/28/2019		
104-130000				CIVIC IMPR DUE TO/FROM CLEAR'G		11,287.60
104-213000				CIVIC IMPR - ACCOUNTS PAYABLE	11,287.60	
				FUND TOTAL	11,287.60	11,287.60
301 CAPITAL CONSTRUCTION FUND	2019	8	224	08/28/2019		
301-130000				DUE TO/FROM CLEARING		24,536.44
301-213000				ACCOUNTS PAYABLE	24,536.44	
				FUND TOTAL	24,536.44	24,536.44
401 WATER OPERATING FUND	2019	8	224	08/28/2019		
401-130000				DUE TO/FROM CLEARING		10,739.37
401-213000				ACCOUNTS PAYABLE	10,739.37	
				FUND TOTAL	10,739.37	10,739.37
402 SEWER OPERATING FUND	2019	8	224	08/28/2019		
402-130000				DUE TO/FROM CLEARING		3,194.65
402-213000				ACCOUNTS PAYABLE	3,194.65	
				FUND TOTAL	3,194.65	3,194.65
403 STORM & SURFACE WATER FUND	2019	8	224	08/28/2019		
403-130000				DUE TO/FROM CLEARING		2,048.66
403-213000				ACCOUNTS PAYABLE	2,048.66	
				FUND TOTAL	2,048.66	2,048.66
407 BUILDING & DEVELOPMENT FUND	2019	8	224	08/28/2019		
407-130000				DUE TO/FROM CLEARING		6,600.88
407-213000				ACCOUNTS PAYABLE	6,600.88	
				FUND TOTAL	6,600.88	6,600.88
622 EXPENDABLE TRUST FUND	2019	8	224	08/28/2019		

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
622-130000					DUE TO/FROM CLEARING		200.00
622-213000					ACCOUNTS PAYABLE	200.00	
					FUND TOTAL	200.00	200.00
631 CLEARING FUND	2019	8	224	08/28/2019			
631-130000					DUE TO/FROM CLEARING	141,070.29	
631-213000					ACCOUNTS PAYABLE	10,928.49	
635-111100					CASH		151,998.78
					FUND TOTAL	151,998.78	151,998.78
650 AGENCY FUND	2019	8	224	08/28/2019			
650-130000					DUE TO/FROM CLEARING		5,081.82
650-213000					ACCOUNTS PAYABLE	5,081.82	
					FUND TOTAL	5,081.82	5,081.82
901 CITY-WIDE REPORTING FUND	2019	8	224	08/28/2019			
901-130000					DUE TO/FROM CLEARING		146.63
901-213000					ACCOUNTS PAYABLE	146.63	
					FUND TOTAL	146.63	146.63

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		70,074.76
101	STREET FUND		7,159.48
104	CIVIC IMPROVEMENT FUND		11,287.60
301	CAPITAL CONSTRUCTION FUND		24,536.44
401	WATER OPERATING FUND		10,739.37
402	SEWER OPERATING FUND		3,194.65
403	STORM & SURFACE WATER FUND		2,048.66
407	BUILDING & DEVELOPMENT FUND		6,600.88
622	EXPENDABLE TRUST FUND		200.00
631	CLEARING FUND	141,070.29	
650	AGENCY FUND		5,081.82
901	CITY-WIDE REPORTING FUND		146.63
	TOTAL	141,070.29	141,070.29

** END OF REPORT - Generated by Carrie L. Christianson **

PAYROLL

PAYROLL CHECK RUN: 8 - 20 - 2019

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	8/20/2019	45546-45683	P/R check run - direct deposit	346,649.20
Normal	8/20/2019	109077 - 109082	P/R check run - regular	6,896.39
Vendor	8/20/2019	109083 - 109092	P/R vendor check run	138,676.67
EFTPS	8/20/2019	N/A	Federal Tax Electronic Transfer	133,118.01
Vendor	8/20/2019	N/A	P/R vendor ACH	237.50
			TOTAL:	**625,577.77**

Prepared and Reviewed by: _____ Date 8-20-19
Brenda Landolt, Payroll Specialist

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Bainbridge Island, and that I am authorized to authenticate and certify to said claim.

_____ Date 8/20/19
Kimberly M. Dunscombe, Budget Manager

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 27, 2019 **ESTIMATED TIME:**

AGENDA ITEM: City Council Study Session Minutes, August 6, 2019

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Executive

RECOMMENDED MOTION:
Approve with consent agenda.

SUMMARY:
Consider approval of meeting minutes.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

CCMIN 080619 STUDY SESSION

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL STUDY SESSION
TUESDAY, AUGUST 6, 2019

MEETING MINUTES

1) CALL TO ORDER / ROLL CALL

Mayor Medina called the meeting to order at 6:01 p.m. in Council Chambers.

Mayor Medina, Deputy Mayor Tirman, and Councilmembers Blossom, Deets, Nassar, Peltier and Schneider were present.

2) EXECUTIVE SESSION

2.A Pursuant to RCW 42.30.110(1)(i), to discuss with legal counsel matters relating to litigation or potential litigation to which the city, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.
Cover Page

Mayor Medina adjourned the meeting to an executive session at 6:01 p.m. pursuant to RCW 42.30.110(1)(i).

Council returned from executive session at 6:22 p.m., and Mayor Medina re-convened the meeting at 6:23 p.m.

3) APPROVAL OF AGENDA/ CONFLICT OF INTEREST DISCLOSURE

Councilmember Peltier moved and Councilmember Deets seconded to approve the agenda as presented. The motion was approved by unanimous consent. There were no conflicts of interest disclosed.

4) MAYOR'S REPORT

Mayor Medina commented on the agenda and invited City Manager Smith to make an announcement about the National Night Out event taking place tonight.

5) PRESENTATIONS

5.A Sustainable Transportation Planning - Goal Setting - Public Works
Cover Page
BI Council Session Goals Outcomes
Sustainable Transportation Plan PSA Scope of Work
CC_Sustainable_Transportation_Proposal.pdf

Project Manager Epstein, Public Works Director Wierzbicki, and Jennifer Wiegand from Nelson-Nygaard joined Council for the discussion.

Project Manager Epstein introduced the agenda item. Ms. Wiegand provided a presentation on Council goals and outcomes. Council provided input on the project.

5.B Suzuki Affordable Housing Project Feasibility Study and Decision on Number of Housing Units - Executive

Cover Page
Suzuki Neighborhood Perspective
BRIDGE PowerPoint-HRB_Suzuki Site_8_2_2019_Presentation Copy.pdf
2019.08.02_HRB Suzuki Site Report_Final Draft.pdf

Mayor Medina introduced the agenda item.

Michael Gray and Marshall Tappen provided a presentation from the Suzuki Neighbors Working Group.

Phaedra Elliot of Housing Resources Bainbridge and Kurt Creager of BRIDGE Housing Corporation provided a presentation on the Financial Feasibility Report and Recommendations.

Council posed questions to Mr. Kreager and discussed the project and options.

MOTION: I move to have staff prepare for our next business meeting a motion approving Option 4 and also a motion approving the alternative.
Blossom/Tirman: The motion carried, 4 – 2.

AYES: Sarah Blossom, Matt Tirman, Joe Deets, Leslie Schneider
NOES: Rasham Nassar, Kol Medina
ABSENT: None
ABSTAIN: Ron Peltier

Mayor Medina adjourned the meeting for a break at 8:37 p.m. and re-convened the meeting at 8:43 p.m.

6) UNFINISHED BUSINESS

6.A Process Proposed by Climate Change Advisory Committee to Complete Climate Action Plan

Cover Page
CCAC Presentation August 6th CC Study Session.pptx
CCAC Draft Timeline for CAP August 6th 2019.pptx
Bainbridge Island Climate Action Plan Draft Outline August 6th 2019.docx
BI CCAC Draft Community Survey August 6th 2019.docx
CCAC 2018 Report and 2019 Workplan
CCAC Detailed 2019 2020 Workplan

Climate Change Advisory Committee (CCAC) members Lara Hanson, Julie Matthews, and David McCaughy, Co-Chair, joined Council for the discussion. Ms. Hanson introduced the agenda item and provided a presentation on the Climate Option Plan.

Council discussed the plan with the committee members. Council's consensus was to approve the process.

6.B Update on Moratorium - Planning

Cover Page
20190806 Moratorium Work Program Status Report
Ordinance No. 2019-10 Extending the Development Moratorium
Development Moratorium Summary Effective 20190403.pdf

Interim Planning Director Wright provided an update on the moratorium.

7) CITY COUNCIL DISCUSSION

7.A Revisions to the City's Ethics Program

Cover Page
Draft Revisions to the City's Ethics Program With Discussion Points - Track Changes
Draft Revisions to the City's Ethics Program With Discussion Points - Clean
Memo - Potential Discussion Points for City Council

Deputy City Attorney Sepler and Ethics Board Chair Keel-Eckmann introduced the agenda item.

Council discussed the topic and provided direction to staff on discussion points. The item was forwarded to the August 20, 2019 Study Session for further discussion.

8) FUTURE COUNCIL AGENDAS

8.A Future Council Agendas

Cover Page
City Council Regular Business Meeting 081319
City Council Study Session 082019
City Council Regular Business Meeting 082719

Deputy Mayor Tirman requested the addition of an electric car resolution to the business meeting at the end of August.

Councilmember Nassar asked for a discussion of the Bainbridge Island Community Bill of Rights on August 20, 2019.

9) FOR THE GOOD OF THE ORDER

Councilmember Nassar raised drone delivery concerns.

Councilmember Schneider mentioned that she will attend the Washington Economic Development meeting.

Deputy Mayor Tirman has offered to serve as an alternate Housing Kitsap representative. There was consensus to make the appointment once confirmed by vote at a future business meeting.

10) ADJOURNMENT

Mayor Medina adjourned the meeting at 10:37 p.m.

Kol Medina, Mayor

Christine Brown, CMC, City Clerk

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 27, 2019 **ESTIMATED TIME:**

AGENDA ITEM: City Council Regular Business Meeting Minutes, August 13, 2019

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Executive

RECOMMENDED MOTION:
Approve with consent agenda.

SUMMARY:
Consider approval of meeting minutes.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

CCMIN 081319 BUSINESS

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, AUGUST 13, 2019

MEETING MINUTES

1) CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

Mayor Medina called the meeting to order at 6:01 p.m. in Council Chambers.

Mayor Medina, Deputy Mayor Tirman, and Councilmembers Blossom, Deets, Nassar, Peltier and Schneider were present.

2) APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

Councilmember Deets moved and Councilmember Tirman seconded to approve the agenda as presented. The motion was approved by unanimous consent.

3) PUBLIC COMMENT

Sal deRosalia spoke about the Lodging Tax process.

4) MAYOR'S REPORT

There was no report.

5) CITY MANAGER'S REPORT

There was no report.

6) CLOSED RECORD PROCEEDING

6.A Resolution No. 2019-21, Wallace Way Cottages Final Subdivision - Planning

Cover Page
Resolution No. 2019-21, Wallace Way Cottages Final Subdivision
Exhibit A - Compliance Notation Report
Exhibit B - Performance Bond
Exhibit C - Final Plat
Exhibit D - Hearing Examiner Decision on Preliminary Plat
Exhibit E - City Development Engineer Recommendation
Exhibit F - Public Benefit, Development, and Permit Processing Agreement

Deputy City Attorney Sepler provided information on the Appearance of Fairness doctrine. There were no disclosures that required recusal or Appearance of Fairness challenges.

Senior Planner Tayara introduced the agenda item and responded to Council's questions.

MOTION: I move to approve Resolution No. 2019-21 relating to the Wallace Way Cottages Final Long Subdivision.
Nassar/Tirman: The motion carried unanimously, 7 – 0.

AYES: Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider, Kol Medina, Sarah Blossom
NOES: None
ABSENT: None
ABSTAIN: None

3) PUBLIC COMMENT (CONTINUED)

Mayor Medina invited additional public comment since the agenda was ahead of schedule.

Patti Dusbabek spoke against the food forest project at the M&E property.

7) UNFINISHED BUSINESS

7.A Dave Ullin Open Water Marina (DUOWM) Buoy Removal and Install Contract Award - Public Works

Cover Page
Bid Form
Contract - Norwest Marine, LLC
Dave Ullin Open Water Marina (DUOWM) Plans
Memo - Marine Access Committee (MAC) Recommendation

Acting City Manager Loveless introduced the agenda item.

Public Comment

Sue Entress, Bainbridge Island Rowing, provided information on the rowing program and thanked Council for the safety improvements. She requested signage and improved information online.

MOTION: I move to forward the award of the Dave Ullin Open Water Marina Buoy Removal and Install Contract to Norwest Marine, LLC, in the amount of $135,923.00 and related approval for a budget amendment of $75,000 from the general fund, thereby increasing the spending authority for this project, for approval with the August 27, 2019 Consent Agenda.
Tirman/Schneider: The motion carried unanimously, 7 – 0.

AYES: Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider, Kol Medina, Sarah Blossom
NOES: None
ABSENT: None
ABSTAIN: None

7.B Resolution No. 2019-25, Opposing Initiative 976 Concerning Motor Vehicle Taxes and Fees

Cover Page

Resolution No 2019-25, Opposing Initiative 976 Concerning Motor Vehicle Taxes and Fees
Bainbridge_Island_Initiative_976_FAQ.docx
Vehicles Subject to Fees

Finance Director Pitts introduced the agenda item.

MOTION: I move to forward Resolution No. 2019-25 for approval with the August 27, 2019 Consent Agenda.
Schneider/Deets: The motion carried unanimously, 7 – 0.

AYES: Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider, Kol Medina, Sarah Blossom
NOES: None
ABSENT: None
ABSTAIN: None

7.C Review Letter Relating to Federal Regulation of Small Wireless Facilities - Deputy Mayor Tirman and Councilmember Nassar

Cover Page
Letter to FCC

Deputy Mayor Tirman introduced the agenda item. Mayor Medina noted one correction.

MOTION: I move to authorize the Mayor to sign and send the letter to the Federal Communications Commission on behalf of the City Council.
Deets/Nassar: The motion carried unanimously, 7 – 0.

AYES: Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider, Kol Medina, Sarah Blossom
NOES: None
ABSENT: None
ABSTAIN: None

Councilmember Nassar will also sign the letter.

7.D Small Wireless Facility Design Standards - Executive,

Cover Page
Ordinance No. 2019-15, Interim Official Control Adopting Small Wireless Facilities Design Standards

Deputy City Attorney Sepler introduced the agenda item, and Council discussed the topic.

MOTION: I move to direct staff to resume work on permanent design standards for small wireless facilities and to refer this matter to the Planning Commission for its review and recommendation in accordance with the requirements of the City Code.
Nassar/Peltier: The motion carried unanimously, 7 – 0.

AYES: Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider, Kol Medina, Sarah Blossom
NOES: None

ABSENT: None
ABSTAIN: None

7.E Emergency Rental Assistance Professional Service Agreement with Helpline House - Finance
Cover Page
PSA - Helpline House Emergency Rental Assistance
Summary Statement of Expenses
Memo to COBI Council re Housing Trust Fund 2019

Finance Director Pitts introduced the agenda item.

Public Comment
Patti Dusbabek spoke about homelessness.

MOTION: I move to approve the professional services agreement with Helpline House for emergency rental assistance in the amount of $100,000 for 2019 and 2020.
Nassar/Deets: The motion carried unanimously, 7 – 0.

AYES: Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider, Kol Medina, Sarah Blossom
NOES: None
ABSENT: None
ABSTAIN: None

7.F Appointment to the Race Equity Task Force - Mayor Medina
Cover Page
Race Equity Task Force (Prior Applications) - Redacted

Mayor Medina introduced the agenda item. Councilmember Deets provided additional information on the appointment.

MOTION: I move to approve the appointment of Peggi Erickson to the Race Equity Task Force, Position 7, for a term ending on December 31, 2019.
Deets/Peltier: The motion was approved by unanimous consent.

8) NEW BUSINESS

8.A Ordinance No. 2019-20, Relating to 2019 2nd Quarter Budget and Updated Capital Improvement Plan Amendments - Finance
Cover Page
2019 2nd QTR Budget Amendments Transmittal Memo.docx
Ordinance No. 2019-20, Relating to 2019 2nd Quarter Budget and Updated Capital Improvement Plan Amendments

Budget Manager Dunscombe introduced the agenda item.

MOTION: I move to forward Ordinance No. 2019-20 for approval with the August 27, 2019 Consent Agenda.
Peltier/Deets: The motion was approved by unanimous consent.

8.B Interlocal Agreement with the Bainbridge Island School District for a Stop Paddle Camera Test Program - Police

Cover Page
Interlocal Agreement with the Bainbridge Island School District for a Stop Paddle Camera Test Program

Interim Police Chief Horn introduced the agenda item. Assistant Superintendent for Administrative Services Erin Murphy from the Bainbridge Island School District provided additional information on the program.

MOTION: I move to forward the Interlocal Agreement with the Bainbridge Island School District for the Stop Paddle Camera Test Program for approval with the August 27, 2019 Consent Agenda.
Tirman/Nassar: The motion carried unanimously, 7 – 0.

AYES: Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider, Kol Medina, Sarah Blossom
NOES: None
ABSENT: None
ABSTAIN: None

8.C 2019 Annual Drainage Projects - Public Works

Cover Page
2019 Location Map

Public Works Director Wierzbicki introduced the agenda item.

MOTION: I move to forward the award of the contract for the 2019 Annual Drainage Projects for further consideration as part of the August 27, 2019 Unfinished Business Agenda.
Peltier/Schneider: The motion carried unanimously, 7 – 0.

AYES: Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider, Kol Medina, Sarah Blossom
NOES: None
ABSENT: None
ABSTAIN: None

8.D Sidewalk Cutting and Replacement Contract - Public Works

Cover Page
Bid Form
Contract - Precision Concrete Cutting Inc.
Attachment C - Road List

Public Works Director Wierzbicki introduced the agenda item and responded to Council's questions.

MOTION: I move to forward the award of the contract for the Sidewalk Cutting & Replacement Project, in the amount of $68,016.00, to Precision Concrete Cutting Inc. for approval with the August 27, 2019 Consent Agenda.
Tirman/Peltier: The motion carried unanimously, 7 – 0.

AYES: Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider, Kol Medina, Sarah Blossom
NOES: None
ABSENT: None
ABSTAIN: None

8.E Appointment of Deputy Mayor Tirman as Alternate Representative on the Board of Housing Kitsap - Mayor Medina
Cover Page

Mayor Medina introduced the agenda item.

MOTION: I move to appoint Deputy Mayor Tirman as an alternate representative for the City of Bainbridge Island on the Board of Housing Kitsap.
Nassar/Schneider: The motion was approved by unanimous consent.

9) CONSENT AGENDA

9.A Agenda Bill for Consent Agenda
Cover Page

9.B Accounts Payable and Payroll
Cover Page
Payroll.pdf
Report to Council of Cash Disbursements 08-14-19.pdf

Payroll: normal direct deposit check sequence 45411 – 45545 $305,972.27; regular payroll check sequence 109058 – 109063 = $6899.93; vendor check run sequence 109064 – 109076 = $333,119.29; Federal Tax Electronic Funds Transfer = $118,259.35; ACH = $237.50. Total disbursement = $764,488.34.

Accounts Payable: check number 351136 from previous run = $117.86; manual check number sequence 351137 – 351168 = $456,270.05; EFT check number 348 = $6,900.41; ACH 349 – 350 = $2,941.78; regular run check sequence 351169 – 351307 = $531,970.71. Total disbursement = 998,141.27.

9.C City Council Study Session Minutes, July 16, 2019
Cover Page
CCMIN 071619 STUDY SESSION.pdf

9.D City Council Regular Business Meeting Minutes, July 23, 2019
Cover Page
CCMIN 072319 BUSINESS

9.E Memorandum of Understanding with the Suquamish Tribe for Impact Mitigation Grant Funding - Police
Cover Page
2019 Impact Mitigation Grant MOU

9.F Ordinance No. 2019-19, Prohibiting the Stopping, Standing, or Parking of Vehicles in Bicycle Facilities - Public Works
Cover Page
Ordinance No. 2019-19, Prohibiting the Stopping, Standing, or Parking of Vehicles in Bicycle Facilities

9.G Request for Proposals for 2020-2021 Cultural Funding Award Cycle - Executive
Cover Page
2020-2021 Cultural Funding RFP for CC 07232019
2020-21_Cultural_Funding_RFP-Slides_for_CC_07232019.pptx

MOTION: I move to approve the Consent Agenda as presented.
Nassar/Deets: The motion was approved by unanimous consent.

10) COMMITTEE REPORTS

10.A Committee Reports
Cover Page
Environmental Technical Advisory Committee Minutes - May 16, 2019

11) FOR THE GOOD OF THE ORDER

Councilmembers Schneider and Peltier were authorized to work on a letter commenting on the draft Oil Spill Contingency Plan update.

Mayor Medina asked Council members to provide any written recommendations on the Ethics Program to the City Clerk for inclusion in the August 20, 2019 agenda packet with a disclaimer.

12) ADJOURNMENT

Mayor Medina adjourned the meeting at 7:53 p.m.

_____
Kol Medina, Mayor

_____
Christine Brown, CMC, City Clerk

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 27, 2019 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Dave Ullin Open Water Marina (DUOWM) Buoy Removal and Install Contract Award - Public Works,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract **PROPOSED BY:** Public Works

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

Following several public meetings discussing various options, and in coordination with the Marine Access Committee, City Council approved a modified Option 1A Plan at the February 26, 2019 Council Meeting. Council also recommended staff move forward with relocating the private buoys that conflict with the existing fairway navigation. City staff solicited bids for the Buoy Removal and Install project and recommends awarding this project to the apparent low bidder, Norwest Marine, LLC.

FISCAL IMPACT:

Amount:	$167,000.00
Ongoing Cost:	
One-Time Cost:	$167,000.00
Included in Current Budget?	Yes

BACKGROUND: In 2010/2011, the City and the Washington State Department of Natural Resources (DNR) established an open water marina in Eagle Harbor for residential use and the City installed 10 buoys for five live-aboard vessels, which together with the linear moorage system, provided moorage for up to eleven vessels.

In August 2017, The City Council approved Resolution No. 2017-15, renaming the marina as the “Dave Ullin Open Water Marina” (DUOWM) in memory of Dave Ullin, a longtime live-aboard resident.

In 2018, the linear moorage system was removed, due to its deteriorating condition. Also in 2018, the City Council requested that the Marine Access Committee (MAC) provide a recommendation for the placement of 16 live-aboard vessels located within the DUOWM.

Following a public meeting and after reviewing public comments received to date, the MAC prepared a recommendation memo dated January 28, 2019, for siting and planning of the DUOWM's residential moorage. The MAC's recommended Option 1A Plan allows for 16 vessels on a single-point swing for those currently residing in the DUOWM, along with 5 additional vessel lengths currently on the wait list.

At the February 26, 2019 Council Meeting, Council approved a modified Option 1A Plan which included four 60’ boats, four 50’ boats, four 40’ boats, and four 30’ boats. Also, Council requested that staff proceed with plans to relocate the existing private buoys that conflict with the fairway navigation.

The finalized project plans consisted of removal of helical anchors, concrete block anchors, buoys, and linkages, and the installation of new helical anchors and buoy systems in accordance with the plans. See attached plan drawing.

Bids were solicited through the MRSC Small Works Roster and Norwest Marine, LLC, was the apparent low responsive bidder.

City staff reviewed the bid results and the contractor’s qualifications and recommends that the City Council award this contract to Norwest Marine, LLC, in the amount of $135,923.00. See attached bid form.

The 2019 Facilities CIP budget for the DUOWM Additional Buoys is $92,000.00. City Council has previously approved a contract for planning, engineering and design for $21,345, and permitting costs were $8,000, leaving approximately $64,000 in funds available. The apparent low bid came in at $135,923.00; therefore, staff is requesting a budget amendment of $75,000.00 from the general fund to cover the bid amount plus a small contingency amount. Upon City Council approval, a proposed budget amendment will be included in the 2nd quarter budget adjustment reporting.

ATTACHMENTS:

Bid Form

Contract - Norwest Marine, LLC

Dave Ullin Open Water Marina (DUOWM) Plans

Memo - Marine Access Committee (MAC) Recommendation

FISCAL DETAILS: The 2019-20 Adopted budget for this project is $92,000 in the Capital Projects Fund. Unspent funds total approximately $64,000. An additional $75,000 is being requested from the general fund in the second quarter 2019 budget amendments to cover this contract amount.

Fund Name(s): General Fund

Coding:

CITY OF
BAINBRIDGE ISLAND

PROJECT NAME: Buoy Relocation & Install
Bid Opening Date: June 27, 2019, Due 10:00 AM

Note: Bids Are Opened in Order Received. Bids Solicited by: ☐ Advertisement ☒ Small Works Roster The Engineers Estimate is: $154,238-$179,238	Neptune Marine, LLC	Norwest Marine, LLC	Blackwater Marine, LLC		
Proposal	X	X	X		
Signature Page	X	X	X		
Statement of Bidder's Qualifications	X	X	X		
Base Bid Amount	$240,224.00	$124,700.00	$177,234.00		
WA State Sales Tax @ 9.0%	$21,620.16	$11,223.00	$15,951.06		
Grand Total Bid Amount	$261,844.16	$135,923.00	$193,185.06		

A total of 3 bids were received. The apparent low bidder is Norwest Marine, LLC in the bid amount of $ $135,923. Aaron Claiborne, Operations Project Manager has reviewed the bids and recommends award to Norwest Marine, LLC.

CITY OF BAINBRIDGE ISLAND
PUBLIC WORKS-SMALL WORKS ROSTER CONTRACT

THIS PUBLIC WORKS SMALL WORKS ROSTER CONTRACT ("Contract") by and between the City of Bainbridge Island, a Washington State municipal corporation ("City"), and Norwest Marine, LLC ("Contractor") (individually, a "Party," and collectively, the "Parties") shall become effective upon execution by both 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 accordance with this Contract and to the satisfaction of the City, the public works project known as the Buoy Removal and Install Project ("Project"). The Project is detailed in the Scope of Work, Attachment A, and the following documents, which are attached hereto and incorporated herein by reference:

- Scope of Work and Plans (Attachment A)
- Declaration of Retainage
- Minimum Wage Affidavit
- Payment and Performance Bonds
- Schedule of Prevailing Wages (see https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx)
- Guarantee Form
- Certification of Compliance with Wage Payment Statute

2. Notice to Proceed; Time of Completion. Notice to Proceed shall be given in accordance with Attachment A. The Contractor shall complete all work under this Agreement by the deadlines specified in Attachment A.

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 One Hundred Thirty-Five Thousand Nine Hundred Twenty-Three Dollars $135,923.00, 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, in a format acceptable to the City, monthly invoices for work and services performed in a previous calendar month. The City shall pay for the portion of the work described in the invoice that has been completed by the 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. <u>Prevailing Wage</u>. The Contractor shall comply with and pay prevailing wages as required by chapter 39.12 RCW, as well as paying prevailing wages related to 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 shall 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 the 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 the final acceptance of services rendered, the Contractor shall submit a "Minimum Wage Affidavit" for itself/themselves and any subcontractors.

In case any dispute arises regarding the prevailing rates of wages for work of a similar nature, and such dispute cannot be resolved 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 of Washington, 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.

5.1 Defense, Indemnification, and Hold Harmless. The Contractor shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

5.2 Liability for Damages Caused by Concurrent Negligence. 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, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein 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.

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

5.4 No Third Party Right of Indemnification. Nothing contained in this Contract shall be construed to create a liability or a right of indemnification in any third party.

6. Nondiscrimination and Compliance with Laws.

6.1 Nondiscrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Contract 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.

6.2 Compliance with Laws. The Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Contract.

6.3 Violation of this Section. Violation of this Section 6 shall be a material breach of this Contract and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. Job Safety.

7.1 Work Site Safety. The 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. The 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. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

8. Utility Location. The 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. The 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. The Contractor shall warrant and guarantee the materials and work to be free of defects for a period of three (3) years after the City's final acceptance of the entire Project. The 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, the cost of materials and labor expended by the City in making emergency repairs and the 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. The Contractor shall be responsible for correcting all defects in performance of the work and/or related to materials discovered after the acceptance of this work. When corrections of defects are made, the Contractor shall be responsible for correcting all defects in the performance of the work and/or related to the 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. Regardless 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 AND 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. The 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 it/he/she has familiarized itself/himself/herself with all existing conditions and other contingencies likely to affect the work, and has made its/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 maintain insurance as follows:

[X] Commercial General Liability as described in Attachment B.
[X] Automobile Liability as described in Attachment B.
[X] Workers' Compensation as described in Attachment B.
[X] Builders Risk as described in Attachment B.
[X] Contractors Pollution Liability as described in Attachment B.
[X] Coverage Related to Working On, Over, or Near Navigable Waters as described in Attachment B.

15. **Payment and Performance Bonds**. The City does not waive the Payment and Performance bond requirements of chapter 39.08 RCW for the Contract pursuant to RCW 39.04.155(3). The Contractor shall provide Payment and Performance bonds to 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 the 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 (Attachment 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 that this Contract is terminated by the City, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work (Attachment 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 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, the Contractor and its 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 related to 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 Manager 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.

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 shall 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 its first-tier subcontractors meet the bidder responsibility criteria as provided in RCW 39.04.350.

21. **Relationship of Parties**. The parties intend that an independent contractor relationship will be created by this Contract. As the 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 the 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 its employees, agents, representatives, or subcontractors. The Contractor shall be solely and entirely responsible for its 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 the 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. **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 later of the signature dates included below.

CITY OF BAINBRIDGE ISLAND:

Signature:_____
Morgan Smith, City Manager

Date:_____

CONTRACTOR:
NORWEST MARINE LLC

Signature:_____

Print Name:_____

Title: _____

Date:_____

Taxpayer ID #: _____

CITY CONTACT:

Aaron Claiborne
City of Bainbridge Island
280 Madison Ave N
Bainbridge Island, WA 98110
Phone: (206) 842-1212
Fax: (206) 780-5104

CONTRACTOR CONTACT:

Print Name:_____

Address:_____

_____

_____

Phone:_____

Fax: _____

Contractor License #: _____
(If this is a new contractor or if the Contractor has never conducted work with the City, a W-9 form must be attached to this Contract.)

ATTACHMENT "A"
PROJECT - SCOPE OF WORK

The work provided for in these specifications shall consist of furnishing all labor, materials, and equipment; and performing all work necessary to accomplish the work. The Contractor shall perform all work and coordinate activities, communications, change orders, and invoice submittal under the direction of the City Contact identified in the Contract. This work will occur within Eagle Harbor and Contractor will need to work with tenants of the Dave Ullin Open Water Marina and private buoy owners. The work shall include removal of helical anchors, concrete block anchors, buoys and linkages, purchase and installation of new helical anchors and buoys systems in accordance with the Bainbridge Island Dave Ullin Open Water Marina and Bainbridge Island Private Buoy Relocation Plans. The Contractor shall follow all permits, revisions to the permits, and best management practices in accordance with 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 work. This bid item is for the not specifically included in items 2-4 that are needed to accomplish the project pursuant to the plans and are considered incidental to the project.

Payment: "Mobilization & Demobilization" Lump Sum $5,000

Item 2: Helical Screw Anchor and Buoy Assembly: Contractor shall provide helical screw anchors and buoy systems in accordance with the plans. The Contractor shall provide a submittal to the City for approval of all parts. Parts for the regulatory buoys that are proposed to be reused shall be inspected by the Contractor and verified by the City prior to installation.

Payment: "Helical Screw Anchor and Buoy Assembly" $2,900 Each

Item 3: Helical Screw Anchor & Linkage Installation: The Contractor shall install all helical anchors and buoy systems in accordance with the plans.

Payment: "Helical Anchor & Linkage Installation", $1,500 Each

Item 4: Helical Screw Anchor/Linkage Removal: The Contractor shall remove existing helical anchors, concrete block anchor, or other anchor types, buoys, and linkage in accordance with the plans. The linkage shall be properly disposed of by the contractor. The Contractor shall provide disposal receipts for all unused equipment.

Payment: "Helical Screw Anchor/Linkage Removal" $1,500 Each

Item 5: Minor Change: The Contractor shall provide materials and labor as directed by the City Contact for services related to removal and installation of regulatory/moorage buoys not covered within the bid items and plans listed.

Payment: "Minor Change" $1,500 Force Account.

ATTACHMENT B
INSURANCE REQUIREMENTS

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the physical completion date, unless otherwise indicated herein.

B. No Limitation

The Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01. Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

2. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least $1,000,000 per loss, with an annual aggregate of at least $1,000,000. Contractors Pollution Liability shall cover bodily injury, property

damage, cleanup costs, and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this Contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the City under this paragraph must be maintained in minimum amounts of $1,000,000 per loss, with an annual aggregate of at least $1,000,000.

5. Working On, Over, or Near Navigable Waters. This Contract involves work on or adjacent to and/or work contributing to commerce on Navigable Waters of the United States, as defined by the U.S. Code of Federal Regulations. The Contractor therefore shall provide proof of insurance coverage in compliance with the statutory requirements of the U.S. Longshore and Harbor Workers' Compensation Act.

   If the Contractor is working from barges or any other watercraft, owned or non-owned, the Contractor must maintain Protection and Indemnity (P&I) insurance providing coverage for actions of the crew to third parties in the amount of $1,000,000 each occurrence or accident. The City shall be named by endorsement as an additional insured on the Contractor's Protection and Indemnity insurance policy. The Contractor must also provide proof of insurance coverage in compliance with the statutory requirements of the Merchant Marine Act of 1920 (Jones Act).

D. Minimum Amounts of Insurance

The 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 $2,000,000 products-completed operations aggregate limit.

E. City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provision

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

G. Contractor's Insurance for Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding, and protective fences.

H. Waiver of Subrogation

The Contractor and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents, and employees, each of the other, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

J. Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

K. Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

L. Notice of Cancellation

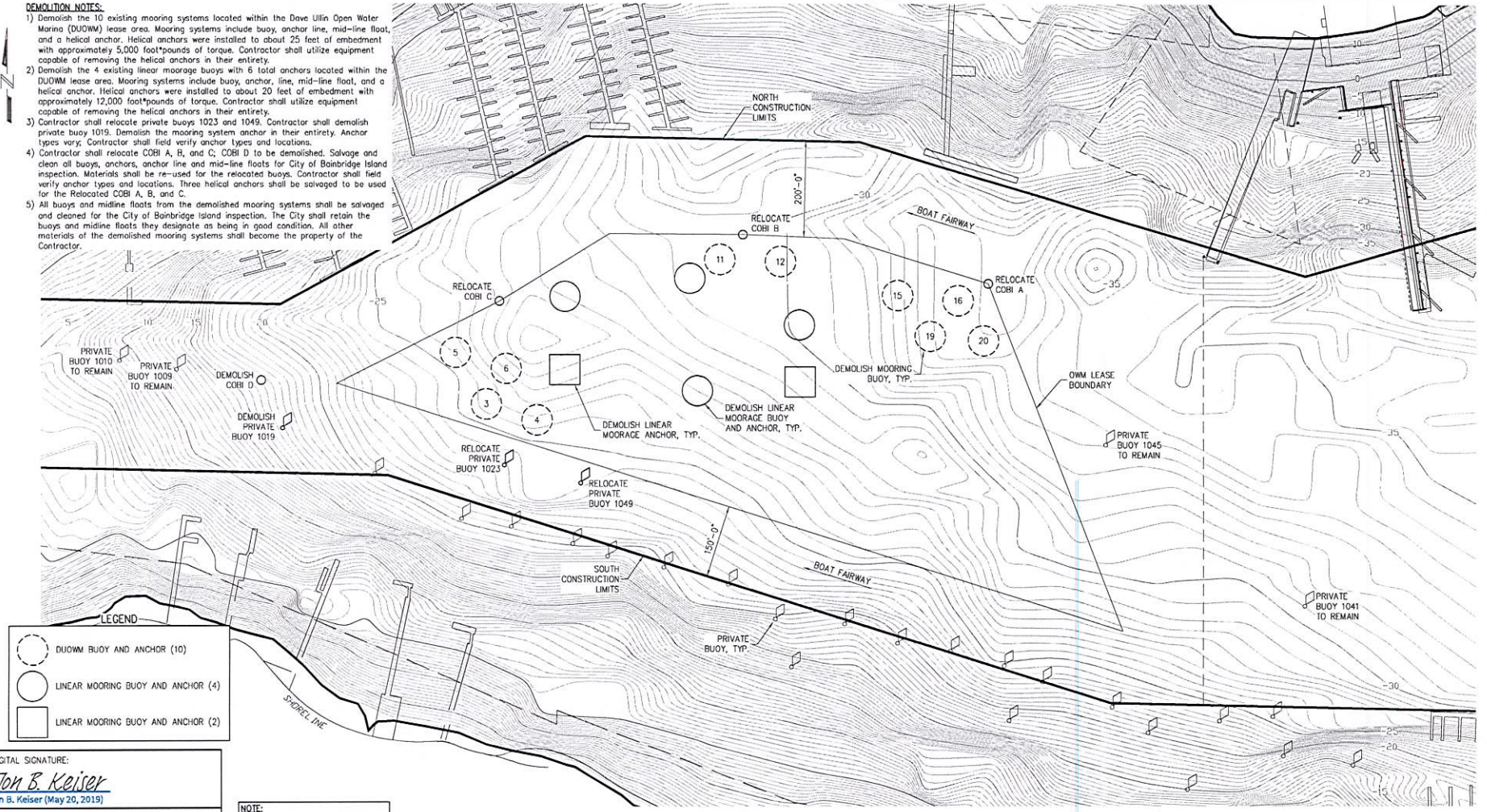
The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

M. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

DEMOLITION NOTES:

1) Demolish the 10 existing mooring systems located within the Dave Ullin Open Water Marina (DUOWM) lease area. Mooring systems include buoy, anchor line, mid-line float, and a helical anchor. Helical anchors were installed to about 25 feet of embedment with approximately 5,000 foot*pounds of torque. Contractor shall utilize equipment capable of removing the helical anchors in their entirety.
2) Demolish the 4 existing linear moorage buoys with 6 total anchors located within the DUOWM lease area. Mooring systems include buoy, anchor, line, mid-line float, and a helical anchor. Helical anchors were installed to about 20 feet of embedment with approximately 12,000 foot*pounds of torque. Contractor shall utilize equipment capable of removing the helical anchors in their entirety.
3) Contractor shall relocate private buoys 1023 and 1049. Contractor shall demolish private buoy 1019. Demolish the mooring system anchor in their entirety. Anchor types vary; Contractor shall field verify anchor types and locations.
4) Contractor shall relocate COBI A, B, and C; COBI D to be demolished. Salvage and clean all buoys, anchors, anchor line and mid-line floats for City of Bainbridge Island inspection. Materials shall be re-used for the relocated buoys. Contractor shall field verify anchor types and locations. Three helical anchors shall be salvaged to be used for the Relocated COBI A, B, and C.
5) All buoys and midline floats from the demolished mooring systems shall be salvaged and cleaned for the City of Bainbridge Island inspection. The City shall retain the buoys and midline floats they designate as being in good condition. All other materials of the demolished mooring systems shall become the property of the Contractor.



PLAN
0 50 100 200 300 FT.

DIGITAL SIGNATURE:
Jon B. Keiser
Jon B. Keiser (May 20, 2019)

THIS DRAWING SET WAS CREATED AS AN ELECTRONIC DOCUMENT. IF THE ELECTRONIC DOCUMENT DOES NOT INCLUDE A VERIFIABLE DIGITAL SIGNATURE IN THE BOX ABOVE, PLEASE CONTACT THE ENGINEER OF RECORD FOR THE ORIGINAL CERTIFIED ELECTRONIC DOCUMENT.

NOTE:
ALL EXISTING PIERS ALONG THE SOUTH SHORELINE ARE NOT INCLUDED IN CITY PROVIDED SURVEY. CONTRACTOR SHALL FIELD VERIFY EXISTING SITE CONDITIONS.

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JONATHAN BRUCE KEISER — 21683 — REGISTERED PROFESSIONAL ENGINEER — STATE OF WASHINGTON
5/20/19

REVISIONS		
REV	DATE	DESCRIPTION

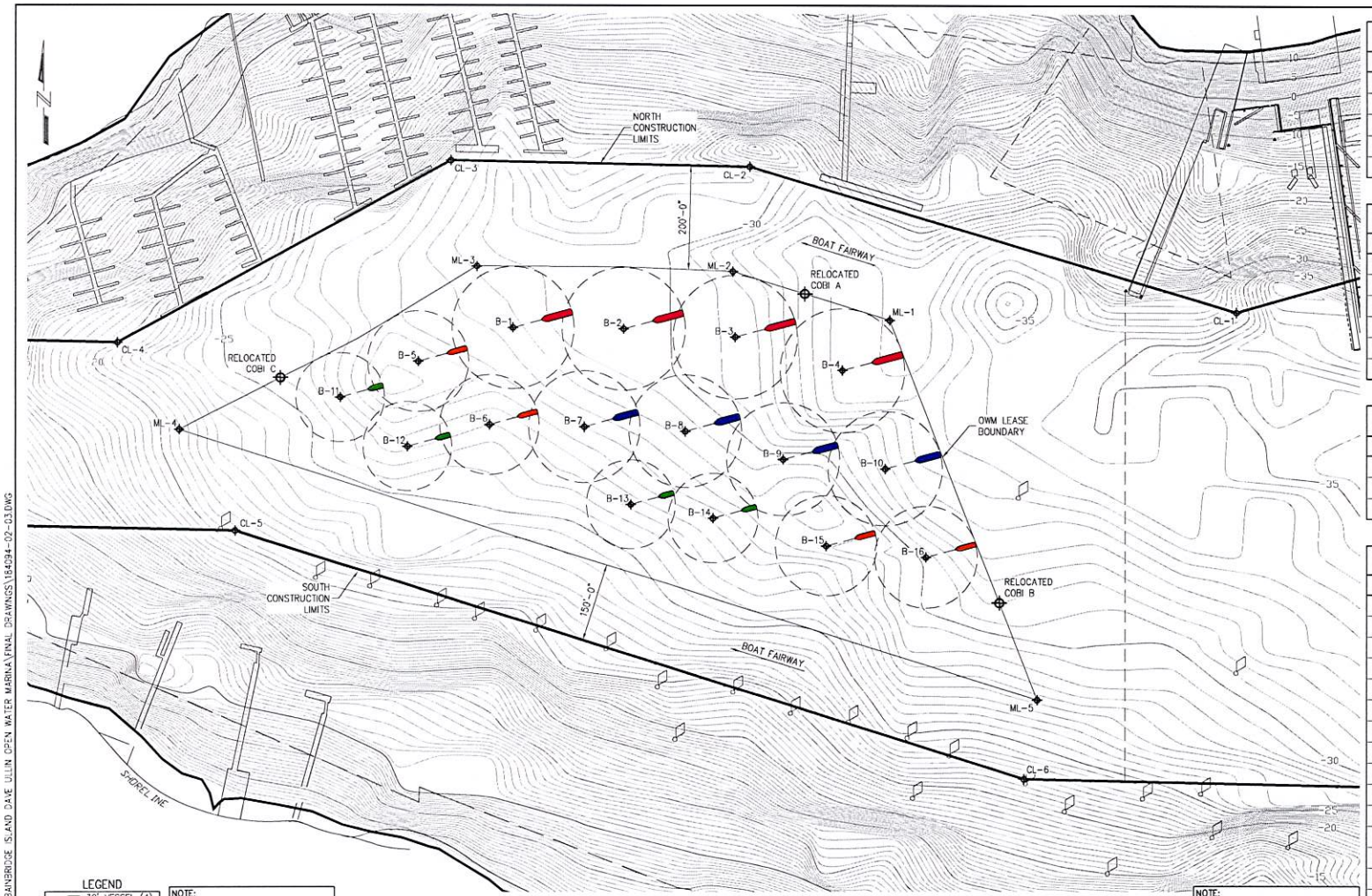
PROJECT: **BAINBRIDGE ISLAND DAVE ULLIN OPEN WATER MARINA**

TITLE: **EXISTING CONDITIONS AND DEMOLITION PLAN**

DESIGNED BY:	CF	PROJECT NO:	184094
DRAWN BY:	GRD	DATE:	MARCH 2019
CHECKED BY:		SCALE:	NOTED

SHEET NO: 1 OF 3

5/20/19 - G:\EAN - K:\2018\184094 - BAINBRIDGE ISLAND DAVE ULLIN OPEN WATER MARINA\FINAL DRAWINGS\184094-01.DWG



PLAN

0 50 100 200 300 FT.

LEGEND

- 30' VESSEL (4)
- 40' VESSEL (4)
- 50' VESSEL (4)
- 60' VESSEL (4)

NOTE:
ALL EXISTING PIERS ALONG THE SOUTH SHORELINE ARE NOT INCLUDED IN CITY PROVIDED SURVEY. CONTRACTOR SHALL FIELD VERIFY EXISTING SITE CONDITIONS.

NOTE:
LATITUDE AND LONGITUDE ARE APPROXIMATE AND PROVIDED FOR REFERENCE ONLY. BUOYS ARE TO BE LOCATED BASED ON CITY PROVIDED SURVEY COORDINATES.

MOORING LIMIT

POINT No.	NORTHING	EASTING	LATITUDE	LONGITUDE
ML-1	230686.31	1225110.84	N047°37'11.85"	W122°31'02.82"
ML-2	230778.32	1224815.12	N047°37'12.69"	W122°31'07.17"
ML-3	230788.71	1224331.36	N047°37'12.69"	W122°31'14.23"
ML-4	230479.30	1223767.82	N047°37'09.52"	W122°31'22.36"
ML-5	229965.79	1225388.60	N047°37'04.80"	W122°30'58.54"

CONSTRUCTION LIMIT

POINT No.	NORTHING	EASTING	LATITUDE	LONGITUDE
CL-1	230701.56	1225763.90	N047°37'12.14"	W122°30'53.30"
CL-2	230977.69	1224846.67	N047°37'14.67"	W122°31'06.77"
CL-3	230989.82	1224282.08	N047°37'14.67"	W122°31'15.02"
CL-4	230643.29	1223650.95	N047°37'11.11"	W122°31'24.12"
CL-5	230288.43	1223873.61	N047°37'07.66"	W122°31'20.75"
CL-6	229816.29	1225363.84	N047°37'03.32"	W122°30'58.85"

NAVIGATION BUOYS

POINT No.	NORTHING	EASTING	LATITUDE	LONGITUDE
COBI A	230736.01	1224950.82	N047°37'12.31"	W122°31'05.18"
COBI B	230150.90	1225317.24	N047°37'06.61"	W122°30'59.64"
COBI C	230576.55	1223959.60	N047°37'10.52"	W122°31'19.59"

MOORING SCHEDULE

POINT No.	NORTHING	EASTING	LATITUDE	LONGITUDE
B-1	230671.97	1224399.82	N047°37'11.55"	W122°31'13.20"
B-2	230669.55	1224609.02	N047°37'11.58"	W122°31'10.14"
B-3	230653.72	1224819.51	N047°37'11.47"	W122°31'07.07"
B-4	230590.72	1225021.42	N047°37'10.89"	W122°31'04.10"
B-5	230607.92	1224220.32	N047°37'10.88"	W122°31'15.79"
B-6	230488.22	1224355.35	N047°37'09.73"	W122°31'13.79"
B-7	230484.12	1224534.79	N047°37'09.73"	W122°31'11.17"
B-8	230475.74	1224725.52	N047°37'09.69"	W122°31'08.38"
B-9	230422.87	1224910.05	N047°37'09.21"	W122°31'05.67"
B-10	230405.15	1225102.38	N047°37'09.07"	W122°31'02.86"
B-11	230540.11	1224072.75	N047°37'10.18"	W122°31'17.93"
B-12	230447.58	1224199.95	N047°37'09.30"	W122°31'16.04"
B-13	230338.13	1224622.61	N047°37'08.31"	W122°31'09.84"
B-14	230311.89	1224777.76	N047°37'08.08"	W122°31'07.57"
B-15	230259.47	1224991.05	N047°37'07.61"	W122°31'04.44"
B-16	230238.02	1225179.18	N047°37'07.44"	W122°31'01.68"

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MARTIN BRUCE KEITER — 52780 — REGISTERED PROFESSIONAL ENGINEER — 5/20/19

REVISIONS		
REV	DATE	DESCRIPTION

PROJECT:
BAINBRIDGE ISLAND
DAVE ULLIN OPEN WATER MARINA

TITLE:
PROPOSED BUOY LAYOUT

DESIGNED BY:	CF	PROJECT NO:	184094
DRAWN BY:	GRD	DATE:	MARCH 2019
CHECKED BY:		SCALE:	NOTED

SHEET NO: 2 OF 3

5/20/19 - GDEAN - K:\2018\184094 - BAINBRIDGE ISLAND DAVE ULLIN OPEN WATER MARINA\FINAL DRAWINGS\184094-02-03.DWG

DESIGN CRITERIA

1) The maximum allowable line tension, working load, is 6.0 kips for all components along the load path of mooring system, above the anchor.
2) The helix mooring anchor is designed to resist a lateral load of 3.8 kip, corresponding to a 60 foot vessel with a 110 mph wind. Loads exceeding this amount may rotate the helix anchor, resulting in possible damage. Annual inspections of the anchor system are recommended.
3) Layout is based off the DUOWM lease area survey provided by the City of Bainbridge Island.
4) Buoy locations are approximate and are shown in the same coordinate system as the City provided survey.
5) Contractor shall coordinate with the City of Bainbridge Island to field locate buoy.

INSTALLATION NOTES

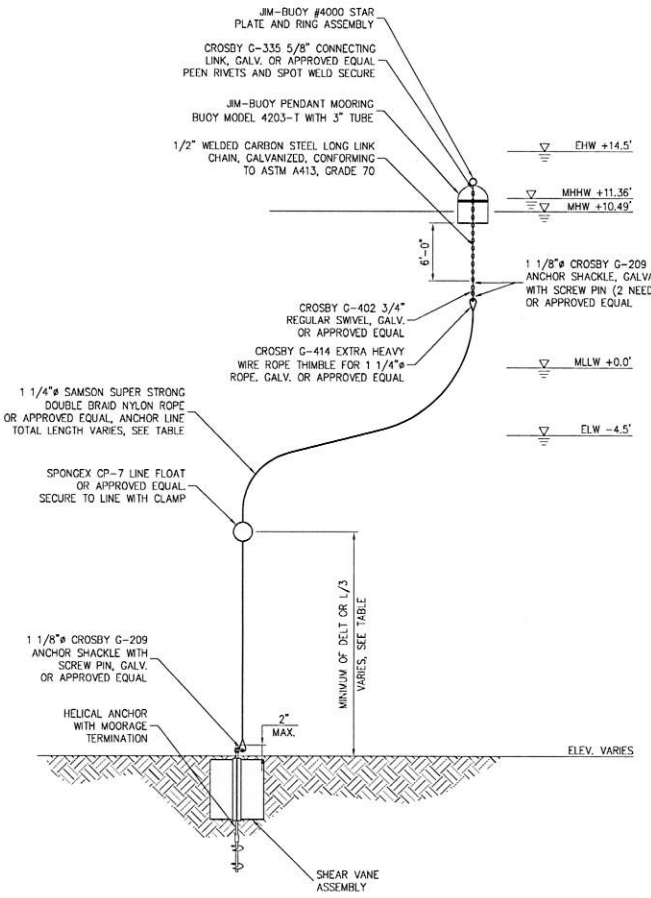
1) All materials for mooring buoys in the DUOWM lease area shall be new and free from defects.
2) North and East Coordinates are taken from AutoCAD drawings provided by the City of Bainbridge Island.
3) The contractor shall field verify the seafloor elevations listed in the Mooring Schedule before installing anchors. If the measured elevation is more than 2 feet different from those listed in the Mooring Schedule then notify the Engineer before proceeding with installation.
4) The total anchor line length in the Mooring Schedule is the distance from the anchor termination to the bottom of the mooring buoy, and does not include the length of chain above the water surface within the float.
5) All helix anchors shall be SS175 1-3/4 inches standard anchor by MacLean Dixie HFS, or approved equal. The helix anchor lead section shall be 14 inch dia. twin helix. The number and diameter of the helix plates may be adjusted with the approval of the Engineer in order to achieve adequate penetration and load capacity. Helix extension shafts may be required in soft soils to achieve adequate load capacity.
6) Helix anchors shall include a shear vane assembly to resist lateral loads, as indicated on the drawings. The shear vane consists of four plates, welded to a pipe, and installed by slipping over the mooring termination. Shear vane assembly shall be below sea floor in its entirety.
7) The Contractor shall screw each anchor into the sea bottom until a minimum torque of 5,000 foot pounds is achieved. In addition, each anchor shall have a minimum embedment of 10 times the diameter of the top helix on the anchor. In addition, all helix anchors shall be proof loaded, as described below. Torque shall be measured with a psi gauge on the installation equipment that has been calibrated to foot-pounds of torque by the anchor manufacturer. Before construction, the Contractor shall supply the Engineer with a letter from the Manufacturer certifying the calibration and describing the calibration methods for the specific equipment being used, and a calibration chart.
8) All helix anchors shall be proof loaded to 10,500 pounds vertical, static load. The static load shall be held constant for a minimum of 60 seconds, with no slippage or vertical movement of the anchor. Proof loads shall be applied directly to each helix anchor and not through the rope, chain, buoy or other mooring system components. If failure occurs, the Contractor shall reinstall at no additional cost.
9) Each helix anchor marine termination shall be not more than 2 inch above the existing sea floor.
10) Secure all pinned hardware and shackles with stainless steel seizing wire. Nylon ties shall not be used. Seizing wire shall be wrapped tight at all times, using min. 8 wraps with a systematic pattern so that all strands are parallel.
11) After installation, the Contractor shall submit a record of installation that lists the psi, torque, embedment depth and proof load applied for each anchor along with as-built drawings that show the actual locations where anchors have been placed, specific anchors used, and any other deviations from the original plans. Each installation shall be video recorded and a copy of the video delivered to the Engineer.
12) DUOWM Mooring buoys shall be labeled as follows:

    DUOWM BUOY: B-10 MAX. VESSEL LENGTH = 50 FEET

    Label for buoy B-10 shown as example. Buoy identification and vessel length to match the Mooring Schedule. Buoys labels shall be painted for paint suitable for the marine environment. Submit paint data sheet and stencil to the City for approval. Coordinate paint color with the City.
13) Contractor shall install decals provided by the City onto buoys COBI A, B and C. Coordinate with the City for decal install location.

MOORING SCHEDULE

Buoy #	Max. Vessel (feet)	Mudline (feet)	DEHT (feet)	Scope	Total Anchor Line Length (feet)	DELT (feet)	Line Swing	Design Bowline (feet)	Vessel Length	Inner Swing Radius	Swing Radius at ELW (feet)
B-1	60	28.5	43	1.2	51.6	24	45.68	10	60	45.68	115.68
B-2	60	29.5	44	1.2	52.8	25	46.51	10	60	46.51	116.51
B-3	60	30.5	45	1.2	54.0	26	47.33	10	60	47.33	117.33
B-4	60	30.5	45	1.2	54.0	26	47.33	10	60	47.33	117.33
B-5	40	28.5	43	1.2	51.6	24	45.68	10	40	45.68	95.68
B-6	40	26.5	41	1.2	49.2	22	44.01	10	40	44.01	94.01
B-7	50	28	42.5	1.2	51.0	23.5	45.26	10	50	45.26	105.26
B-8	50	29	43.5	1.2	52.2	24.5	46.09	10	50	46.09	106.09
B-9	50	29.5	44	1.2	52.8	25	46.51	10	50	46.51	106.51
B-10	50	31	45.5	1.2	54.6	26.5	47.74	10	50	47.74	107.74
B-11	30	26.5	41	1.2	49.2	22	44.01	10	30	44.01	84.01
B-12	30	26.5	41	1.2	49.2	22	44.01	10	30	44.01	84.01
B-13	30	26.5	41	1.2	49.2	22	44.01	10	30	44.01	84.01
B-14	30	27.5	42	1.2	50.4	23	44.85	10	30	44.85	84.85
B-15	40	28.5	43	1.2	51.6	24	45.68	10	40	45.68	95.68
B-16	40	30	44.5	1.2	53.4	25.5	46.92	10	40	46.92	96.92



MOORING BUOY SECTION

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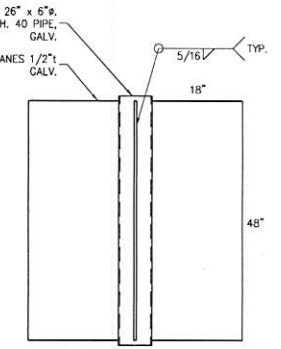

SHEAR VANE ASSEMBLY

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5/20/19

REVISIONS		
REV.	DATE	DESCRIPTION

PROJECT: **BAINBRIDGE ISLAND DAVE ULLIN OPEN WATER MARINA**

TITLE: **BUOY SECTION AND INSTALLATION NOTES**

DESIGNED BY:	CF	PROJECT NO:	184094
DRAWN BY:	GRD	DATE:	MARCH 2019
CHECKED BY:		SCALE:	NOTED

SHEET NO: 3 OF 3

5/20/19 - GDEAN - K:\2018\184094 - BAINBRIDGE ISLAND DAVE ULLIN OPEN WATER MARINA\FINAL DRAWINGS\184094-02-03.DWG

MEMORANDUM

Date: January 28, 2019

To: City Council

From: Marine Access Committee

Subject: Recommendations for the siting and planning of residential moorages in the Dave Ullin Open Water Marina in Eagle Harbor.

I. EXECUTIVE SUMMARY

The Marine Access Committee (MAC) recommends that the City Council adopt a moorage plan for the Dave Ullin Open Water Marina (DUOWM) that accommodates 16 residential vessels on a single-point swing. The space allotted for each vessel should be based on the 11 vessels currently in the DUOWM (as of January 2019), along with the next five vessels on the 2020 wait list. In addition, the design should increase the width of the safety fairway at the southern edge of the lease area in order to improve safe navigation for recreational uses of Eagle Harbor that include, but are not limited to, motor boating, kayaking, rowing, and sailing.

II. BACKGROUND

The City of Bainbridge Island and the Washington State Department of Natural Resources (DNR) entered into a Lease Agreement in 2010, which permits residential moorage in Eagle Harbor. The marina is the only open water residential marina in Washington State and is a unique part of the history of Bainbridge Island.

DNR manages the aquatic lands in Washington State, including those in Eagle Harbor and the DUOWM, as a public trust for the people of the State and as a steward of these public lands. The DNR manages the aquatic lands as a landlord, which then leases these lands for a variety of uses, including marinas and recreational mooring buoys. The DNR seeks to provide opportunities for recreation, support water-dependent uses, promote sustainable use of natural resources, and protect public navigational and fish access from obstructions.[1]

In June 2018, the City Council voted to provide funding to increase the number of residential buoys from 9 to 16 as allowed under the terms of the Lease Agreement. This decision followed the July 11, 2018, Affordable Housing Task Force Report that stated that "residential vessels in the [DUOWM] . . . can be an economical housing choice on the island for a limited but important demographic."

Following the vote by the Council, the MAC formed a subcommittee to study the issues surrounding the expansion of the number of vessels and to solicit feedback from members of the public regarding the project. Over time, it became clear that a public workshop would be the most appropriate forum for providing an overview of the project, receiving feedback, and answering the questions and concerns of the community.

[1] "Managed Lands." Washington State Department of Natural Resources. Accessed January 23, 2019. https://www.dnr.wa.gov/managed-lands.

With the full support of City Staff, including Public Works, Police Department, and Executive, the MAC hosted a Public Workshop on December 10, 2018, in place of its regular business meeting. At the workshop, members of the MAC engaged the liveaboard community and other frequent users of Eagle Harbor, including Bainbridge Island Rowing (BIR), for input on developing a solution that would meet the needs of all users of Eagle Harbor. A preliminary plan was prepared by Public Works to serve as a starting place for discussion among members of the community and to establish a base line from which further recommendations could be developed.

The December 10th Public Workshop was well attended with most of the seats in the Council Chamber filled by members of the community. Committee members mostly heard frustration and anger about the process, with many in the liveaboard community concerned that the size of the DUOWM would shrink as a result of any modifications to accommodate other Eagle Harbor users. Harbormaster Tami Allen assured attendees that this was not the case: the boundaries of the DUOWM are fixed under the terms of the lease and not changing as part of the buoy layout project. Other community members noted concerns about safety and navigation within Eagle Harbor. In particular, the City is not able to restrict transient and/or temporary moorage within designated areas throughout Eagle Harbor, including the DUOWM.

Following the public workshop, the subcommittee continued to accept written feedback from members of the community. In total, 34 responses were submitted to Operations Project Manager Aaron Claiborne from a mix of stakeholders. Many commenters expressed opposition to the expansion of the DUOWM, while others shared their preference for the preliminary plan or encouraged the MAC to find a solution that pleased as many as possible. An additional theme among commenters was that Eagle Harbor is a shared resource and safe access for all should be a priority for the City Council.

On January 14, 2019, the MAC held its regular committee meeting and was joined by over 20 members of the public, including residents of the DUOWM and representatives from BIR. The committee reviewed the various options presented by Staff (*cf.* January 10, 2019 Memo to Marine Access Committee from Aaron Claiborne) as well as sketches presented by liveaboard supporters and BIR. The MAC members took the opportunity to address various concerns of both the liveaboards and BIR, and two motions passed the committee by unanimous consent. Our recommendation is analyzed and summarized below.

III. RECOMMENDATION

The MAC recommendation is informed by three criteria against which we analyzed various options. Each criterion is meant to be responsive to the direction provided to the MAC by the Council, as well as the purpose of the Marine Access Committee to "work to support awareness, management, and enhancement of public access to and from the island's waters and water dependent activities."[2]

The three criteria are:

- Accommodate 16 liveaboard vessels in the DUOWM;
- Improve the safety of Eagle Harbor for all users; and
- Develop a solution that is responsive to community members who offered public comment.

[2] "Marine Access Committee." City of Bainbridge Island. Accessed January 23, 2019. https://www.bainbridgewa.gov/706/Marine-Access-Committee.

A. Marine Access Committee Recommendation to the City Council – Plan #1

The Marine Access Committee recommends the placement of 16 single-point buoys within the DUOWM. The vessel lengths accommodated in the DUOWM should be based on the 11 current tenants along with the vessel sizes of the next five households on the waiting list. The vessel length mix should accommodate:

- **5** vessels 30 feet or less
- **6** vessels 40 feet or less
- **2** vessels 50 feet or less
- **3** vessels 60 feet or less

We recommend that the 16 vessels be positioned at the northern and northeastern ends of the open water marina boundary in order to widen the adjacent navigation fairway to the south (see Figure 1). Some overlap of vessel swing circles may also be required in the proposed placement. We believe that this will provide safer transit of vessels around the moorage and promote less haphazard anchorage by visitors.[3]

Lastly, we recommend the following two minor modifications to improve the overall vessel traffic management of Eagle Harbor:

- Remove the City's navigation buoy "D" located to the west of the DUOWM (circled in Figure 1)
- Install buoyed signage to guide Eagle Harbor users safe passage around and through the DUOWM (e.g., "Open Water Marina Ahead").

Table 1 evaluates this recommendation against the three decision criteria and the other options considered by the MAC.

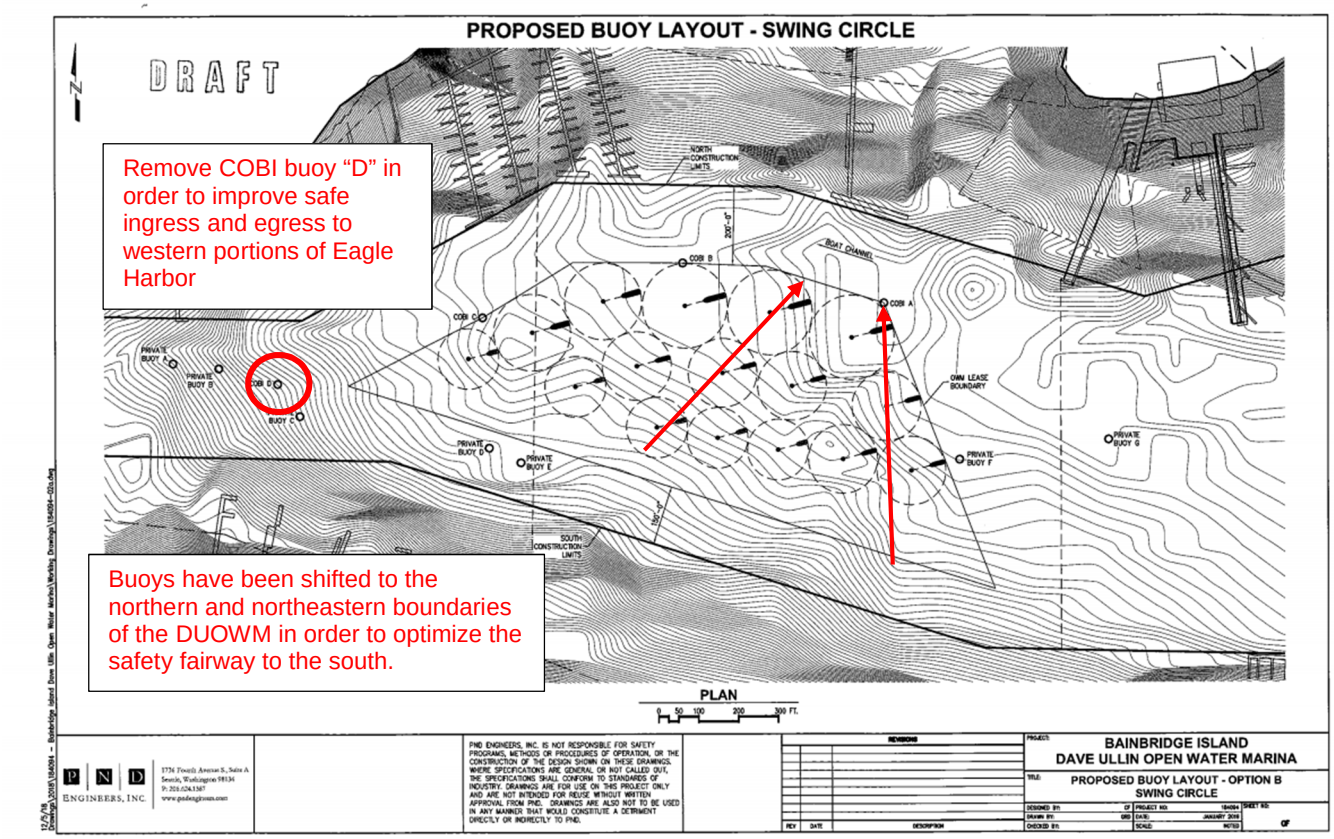
TABLE 1: RECOMMENDATION DECISION MATRIX

DUOWM LAYOUT/DESIGN PROJECT	**Criterion 1**: Accommodate 16 liveaboard vessels in the DUOWM	**Criterion 2**: Improve the safety of all users of Eagle Harbor	**Criterion 3**: Develop a solution that is responsive to public comment
Recommendation: Plan #1	**Yes**	**Yes**	**Yes**
Plan #2	**Yes**	**Unknown**	**Yes**
Plan #3	**Yes**	**No**	**No**

In addition, our recommendation has two benefits not associated with the other options evaluated by the MAC. First, a draft siting was prepared by PND at the request of Public Works following the January MAC meeting that closely aligns with Plan #1 (see Figure 1). Additionally, the DNR previously evaluated overlapping swing circles in a mooring plan elsewhere in Puget Sound (see Note 3).

[3] The Washington State DNR performed an analysis for Quartermaster Harbor, Maury Island in April 2013 that addresses overlapping swing circles in a mooring buoy field. The *Quartermaster Harbor Mooring Buoy Management Plan* stated that "DNR will consider allowing some minor overlap of vessel swing in the buoy field to optimize the adjacent navigation channels and the number of mooring buoys for use by the boating community, while discouraging unsafe vessel traffic through the buoy field." The DNR also noted that the "traditional recreation activity in Quartermaster Harbor includes fishing, crabbing, boating, [and] a rowing course for the Vashon Rowing Club . . ." (Available at http://www.dnr.wa.gov/publications/aqr_quartermaster_harbor_mooring_buoy_plan.pdf).

FIGURE 1: PRELIMINARY DRAFT PREPARED BY PND SHOWING BUOYS MOVED TO THE NORTH AND NORTHEAST (APPROXIMATION OF MAC PLAN #1)



B. Other Options – Plan #2 and Plan #3

The MAC considered two additional plans and weighed each against the evaluation criteria. Plan #2 is similar to our recommendation in Plan #1 with the exception of the size of the vessel moorage in the DUOWM. In addition to accommodating the 11 vessels currently in the DUOWM, Plan #2 seeks to maximize flexibility by substituting one 60' buoy for on 40' buoy in Plan #1:

- **5** vessels 30 feet or less
- **5** vessels 40 feet or less
- **2** vessels 50 feet or less
- **4** vessels 60 feet or less

While only slightly different from Plan #1, we believe that this option may result in a narrower safety fairway to the south. An engineering analysis would be required to adequately evaluate this plan, and therefore we are unable to evaluate it against Criterion #2. Lastly, this plan is responsive to public comment (Criteria #3) as it addresses liveaboard resident concerns by offering the greatest flexibility in siting various vessel sizes.

Finally, the MAC addressed Plan #3, which was the preliminary option presented during the December Public Workshop and prepared prior to public input. (*Note*: this is labeled as Option #1 in the Staff

Memo). The Plan does meet the Council's objective of increasing the number of liveaboard moorages to 16; however, it fails our analysis of the other two criteria.

IV. CONCLUSION

It is our hope that this recommendation for the Dave Ullin Open Water Marina Layout/Design Project meets the needs of a diverse group of citizens, all of whom call Bainbridge Island home. We thank the public for their thoughtful comments throughout this process along with the support of City Staff who supported the MAC in formulating this recommendation.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 27, 2019 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Resolution No. 2019-25, Opposing Initiative 976 Concerning Motor Vehicle Taxes and Fees,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Resolution **PROPOSED BY:** Finance & Administrative Services

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

This Resolution will oppose Initiative 976, which is often described as the "$30 car tab initiative," but it also proposes significant changes to many other aspects of the state and local transportation system, including repeal of the authority for city Transportation Benefit Districts (TBDs) to impose fees. If I-976 passes, Bainbridge Island will lose its ability to collect $30 per year from the Vehicle License Fee and this will result in a loss of revenue of approximately $47,000 in 2019 and $600,000 in the 2020, which would otherwise be used for transportation improvements, traffic calming, and climate change mitigation.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND: At the City Council business meeting on June 25, the City Council discussed whether to take a position on State ballot Initiative I-976 and directed staff to prepare a resolution to express opposition to this measure. A draft resolution is attached.

Initiative 976 (I-976) is an initiative to the Legislature that was filed for consideration in the 2019 legislative session. The Legislature did not act on the initiative; therefore, I-976 will be presented to voters during the next

general election in November 2019. I-976 is often described as the “$30 car tab initiative,” but it also proposes significant changes to many other aspects of the state’s transportation system, including repeal of the authority for city Transportation Benefit Districts (TBDs) to impose fee. If I-976 passes, the authority for TBD's (including Bainbridge Island) to impose vehicle license fees would be eliminated. The effective date is 30 days after the initiative is passed which means that December 5, 2019 the initiative will be enacted. If I-976 passes, Bainbridge Island will lose its ability to collect $30 per year from the Vehicle License Fee in the Transportation Benefit Fund. The City Transportation Benefit Fund is funded almost exclusively through vehicle license fees.

Funds are used for transportation improvements, traffic calming, and climate change mitigation. In previous discussions related to car tab fees, members of the public have asked about which vehicles are required to pay these fees, and whether the City can elect to exempt certain categories of vehicle. The State establishes the type of vehicles that are exempt from or subject to these fees, as shown in the attached listing (Transportation Benefit District Vehicles Subject to/Exempt from Fees). The City does not have the authority to exempt vehicles from these fees other than as shown.

ATTACHMENTS:

Resolution No 2019-25, Opposing Initiative 976 Concerning Motor Vehicle Taxes and Fees

Bainbridge_Island_Initiative_976_FAQ.docx

Vehicles Subject to Fees

FISCAL DETAILS:

The City is expected to receive approximately $480,000 in revenues for 2019 from the vehicle license tabs which includes the January 2019 Resolution 2019-08 to increase the vehicle license fee from $20 to $30 that is now in effect in August 2019. If I-976 passes, the resources collected January 2019 through November 2019 would not be affected. There would however, be a loss of revenue of approximately $47,000 in December 2019 receipts and $600,000 in 2020 in the Transportation Benefit Fund. The Transportation Benefit Fund fund balance as of the end of 2018 is roughly $810,000.

Fund Name(s): Other

Coding:

RESOLUTION NO. 2019-25

A RESOLUTION of the City Council of Bainbridge Island, Washington, opposing Initiative 976, a statewide initiative to the Legislature concerning motor vehicle taxes and fees, and urging voters to vote against Initiative 976 on the November 5, 2019 general election ballot.

WHEREAS, Initiative 976 proposes a repeal of the authority for Transportation Benefit Districts to impose vehicle license fees; and

WHEREAS, on August 22, 2012, the City Council adopted Ordinance No. 2012-14, establishing the Bainbridge Island Transportation Benefit District; and

WHEREAS, on December 1, 2015, the City Council adopted Ordinance No. 2015-31, assuming the rights, powers, functions, and obligations of the Bainbridge Island Transportation Benefit District in accordance with Chapter 36.74 RCW; and

WHEREAS, on January 22, 2019, the City Council adopted Resolution No. 2019-08, which increased the vehicle fee from $20 to $30; and

WHEREAS, on January 22, 2019, the City Council also adopted Resolution No. 2019-06, specifying that the additional revenue from the increase of the vehicle license fee from $20 to $30 would be used for eligible purposes under Chapter 36.73 RCW, including traffic calming projects and climate change mitigation; and

WHEREAS, should Initiative 976 pass this November the City would lose approximately $400,000 of ongoing funding that is normally programmed to support annual road maintenance, which would require the City to seek new revenue sources, divert funds from other City activities, or reduce the scale of the annual preservation program; and

WHEREAS, should Initiative 976 pass this November, the City would also lose approximately $200,000 of funding from the increased vehicle license fee revenue that was programmed for traffic calming projects and climate change mitigation, which would require the City to seek new revenue sources, divert funds from other City activities, or reduce the scale of such projects or mitigation; and

WHEREAS, the availability, frequency, and quality of alternatives to solo driving that Initiative 976 would reduce are crucial to Washington's efforts to reduce emissions of pollutants that are damaging our climate and harming our air quality; and

WHEREAS, the Cities of Anacortes, Bainbridge Island, Battle Ground, Black Diamond, Bremerton, Bridgeport, Buckley, Burien, Carbonado, Covington, Des Moines, DuPont, Edgewood, East Wenatchee, Eatonville, Electric City, Elmer City, Edmonds, Enumclaw, Everett, Fife, George, Grandview, Granite Falls, Kalama, Kelso, Kenmore, Kittitas, Lake Forest Park, Lakewood, Longview, Lynnwood, Mabton, Maple Valley, Mercer Island, Moses Lake, Mountlake Terrace, Normandy Park, Olympia, Orting, Port Orchard, Prosser, Richland, Roy, Royal City, Seattle, Sedro-Woolley, Shoreline, Snoqualmie, Soap Lake, Spokane, Tacoma, Toppenish, University Place, Vancouver, Wapato, Wenatchee, Wilkeson, Yakima, and Zillah all currently levy vehicle fees to fund transportation improvements like road resurfacing and street maintenance, which would be eliminated by Initiative 976.

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

Section 1. For the reasons outlined above, the City Council publicly opposes Initiative 976, a statewide initiative concerning motor vehicle taxes and fees.

Section 2. The City Council urges all voters on Bainbridge Island and throughout Washington State to vote against Initiative 976 on the November 5, 2019 general election ballot.

PASSED by the City Council this ____ day of _____, 2019.

APPROVED by the Mayor this ____ day of _____, 2019.

By: _____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

By: _____
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 2019-25

CITY OF
BAINBRIDGE ISLAND

Finance and Administrative Services Department
Memorandum

Date: June 21, 2019

To: City Council
Morgan Smith, City Manager
Ellen Schroer, Deputy City Manager

From: DeWayne Pitts, Finance Director

Subject: Statewide Initiative 976, Local Impacts

Frequently Asked Questions

City of Bainbridge Island Initiative 976 Impacts

What is Initiative 976?

Initiative 976 (I-976) is often called the "$30 car tab initiative." In addition to setting car tabs at $30, it also proposes significant changes to many other aspects of the state's transportation system, including repeal of the authority for city Transportation Benefit Districts (TBDs) to impose vehicle license fees.

Does Bainbridge Island have a Transportation Benefit District (TBD)?

Yes. Bainbridge Island has had a Transportation Benefit District (TBD) since 2012.

In 2013, the TBD approved an annual vehicle license fee of $20. Starting in August 2019, the annual vehicle license fee will be $30. The increase is specifically dedicated to traffic calming and climate change mitigation projects.

What does the Transportation Benefit District provide on Bainbridge Island?

The current $20 TBD generates roughly $400,000 in annual revenue. This revenue supports about 60% of the City's annual road maintenance program, paying for about 5 miles of chip seal in 2019 as well as supporting asphalt repair island-wide. This money has also paid for right of way acquisition, for example along Wyatt Way, making transportation projects possible.

If Initiative 976 passes, when does it go into effect?

It will be effective December 5th, 2019 which is 30 days after election day.

What would it mean for Bainbridge Island if Initiative 976 passed?

Bainbridge Island vehicle owners would no longer pay the vehicle license fee added by the Bainbridge TBD and the City would receive less revenue. Staff estimates that the City will receive approximately $480,000 in revenues for 2019 from the vehicle license tabs, with roughly $600,000 expected in future years.

These funds are used for transportation improvements, traffic calming and climate change mitigation. In order to continue to provide the same level of project funding, other spending must be reduced, or new revenue sources found.

Why is I-976 on the ballot?

This initiative was filed for consideration of the Washington State Legislature in the 2019 legislative session. The Legislature did not act on the initiative; therefore, I-976 will be presented to voters during the next general election in November 2019.

What exactly does the initiative propose?

I-976 is an expansive proposal that would significantly change how the state and local transportation system generates revenue. If passed, the initiative would do the following:

- Repeal the authority for TBDs to impose vehicle fees;
- Limit motor vehicle license fees (car tab fees) to $30 per year;
- Repeal or reduce certain motor vehicle weight fees;
- Reduce electric vehicle fees to $30 per year;
- Repeal the 0.3% tax on motor vehicle retail sales;
- Require local motor vehicle excise taxes (MVETs) to be calculated using the Kelley Blue Book base value of the vehicle;
- Conditionally repeal the Sound Transit 0.8% MVET, and;
- Require the retirement or refinancing of Sound Transit-related bonds.

How would Statewide City Transportation Benefit Districts (TBD'S) and local projects be affected?

Cities currently have the authority to establish TBDs for the purposes of acquiring, constructing, improving, providing and funding transportation improvements. Currently, over 100 cities including Bainbridge Island have formed TBDs to fund local transportation projects. TBDs are primarily funded through vehicle license fees or local sales taxes.

If I-976 passes, the authority for TBDs to impose vehicle license fees would be eliminated. Over 60 TBDs receive revenue from vehicle license fees, and 55 TBDs use vehicle licenses fees as their sole funding source including Bainbridge Island. If I-976 passes, the authority for Transportation Benefit Districts to impose fees would be eliminated.

How would state transportation funding be impacted?

If I-976 passes, there would be reductions in many of the state accounts associated with transportation

funding, including the Multimodal Transportation Account, the Motor Vehicle Account, State Patrol Highway Account, and the Transportation Partnership Account. The state estimates lost revenue of $588 million in the 2019-21 biennium, $677 million in the 2021-23 biennium, and $758 million in the 2023-25 biennium.

Why did the State create Transportation Benefit Districts?

In 1987, the State Legislature created Transportation Benefit Districts (TBDs) as an option for local governments to fund transportation improvements (Chapter 36.73). In 2015, the Legislature amended the TBD statute to expand its uses and revenue authority.

The state legislature provided local governments with these tools because of inflationary erosion of the local share of gas tax, and because the elimination of other traditional sources of funding for local transportation needs per passage of a series of statewide ballot initiatives over the last 12 years.

*Transportation Benefit District Vehicles Subject to/Exempt from Fees **

Vehicles subject to fees

- Passenger vehicles
- Trucks that weigh 6,000 pounds or less
- Motorcycles
- Commercial passenger vehicles and trucks that weigh 6,000 pounds or less
- Commercial trailers
- Combination trucks that weigh 6,000 pounds or less
- Combination trailers
- Tow trucks
- House moving dollies
- Trucks used exclusively for hauling logs that weigh 6,000 pounds or less
- Trailers used exclusively for hauling logs
- Taxicabs
- For-hire or stage vehicles with 6 seats or less
- For-hire or stage vehicles with 7 or more seats that weigh 6,000 pounds or less
- Private use trailers over 2,000 pounds
- Motorcycle trailers
- Travel trailers
- Fixed load vehicles that weigh 6,000 pounds or less
- Mobile homes licensed as vehicles
- Motor homes
- Neighborhood electric passenger vehicle and trucks that weigh 6,000 pounds or less
- Medium-speed electric passenger vehicle and trucks that weigh 6,000 pounds or less

Exempt vehicles

- All farm vehicles including trailers
- Campers
- Off-road vehicles
- Snowmobiles, including vintage snowmobiles
- Mopeds
- ATVs

*(*Source – Washington State Department of Licensing)*

*Transportation Benefit District Vehicles Subject to/Exempt from Fees **

- Personal use trailers with a single axle and less than 2,000 pounds scale weight
- Antique, collector, and restored vehicles
- Converter gear
- Government vehicles
- Federally owned vehicles and federal motorcycle trailers
- Private school vehicles
- Vehicles properly registered to disabled American veterans
- Commercial passenger vehicles and trucks that weigh 6,001 pounds or more

*(*Source – Washington State Department of Licensing)*

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 27, 2019 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Ordinance No. 2019-20, Relating to 2019 2nd Quarter Budget and Updated Capital Improvement Plan Amendments - Finance,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance **PROPOSED BY:** Finance & Administrative Services

RECOMMENDED MOTION:

Approve with the Consent Agenda.

SUMMARY:

This agenda item is for the City Council to consider amendments to the City's budget and the update to the Capital Improvement Plan. Included with this item is a consolidated ordinance capturing decisions which have been made previously by the Council since first quarter budget amendments.

FISCAL IMPACT:

Amount:	$2,347,568
Ongoing Cost:	$10,000
One-Time Cost:	$2,337,568
Included in Current Budget?	No

BACKGROUND: Please reference transmittal memo as attached below.

ATTACHMENTS:

2019 2nd QTR Budget Amendments Transmittal Memo.docx

Ordinance No. 2019-20, Relating to 2019 2nd Quarter Budget and Updated Capital Improvement Plan Amendments

FISCAL DETAILS:

The total appropriation increase is $2,347,568, of which $2,000,000 is related to the financing decision for the Police Station/Municipal Court Facility Project. Total by fund is as follows: General Fund $2,121,268: Affordable Housing $104,300: Capital Construction Fund $122,000. Please see detailed attached Exhibit A.

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

Finance and Administrative Services Department

Memorandum

Date: August 13, 2019

To: City Council
Morgan Smith, City Manager

From: Kim Dunscombe, Budget Manager

Subject: 2019 2nd QTR Budget Amendments

The Finance and Administrative Services Department brings budget adjustments to Council for consideration on a regular basis. Attached for Council's consideration is an ordinance with second quarter budget amendments. The proposed ordinance also includes an amendment to the 2019 – 2024 Capital Improvement Plan. The following nine budget amendments are proposed:

General Fund Adjustments

- Police and Municipal Court Building - On July 9, 2019 City Council directed staff to proceed with a planning assumption of $8.0M in long-term debt and $12M in existing City funds for design and construction of the Police and Municipal Court Building. This item increases appropriation authority and updates the CIP for the additional transfer of $2M of General Fund money to the Capital Construction Fund. Total project cost remains at $20M.
- Elliot Bay Trustee's Funding - On November 3, 2015 City Council accepted Elliott Bay Trustees' funding for maintenance and monitoring activities at Strawberry Cannery Cove and Pritchard Park Bluff East. This item increases the General Fund's budget to allow for the spending of the Elliott Bay Trustees' funding which was received in January 2016.
- Kitsap County Department of Emergency Management (KCDEM) - On June 11, 2019 City Council directed staff to prepare an interlocal agreement with KCDEM to provide the City emergency management support for training, exercises, and planning activities. This item increases the General Fund's spending authority in anticipation of the interlocal agreement approval. If not approved, or Council chooses to use Council Contingency funding, this item will be removed in the fourth quarter budget amendments.
- Emergency Management Program Grant - On June 25, 2019 City Council authorized the Emergency Management Coordinator to submit a grant application to the Washington State Emergency Management Division for eligible emergency management expenditures. This item increases spending authority in conjunction with receiving the grant award.

Affordable Housing Fund

- Emergency Rental Assistance Program - On June 25, 2019 City Council directed staff to develop a professional services agreement with Helpline House in the amount of $100,000 with a scope of work encompassing the emergency rental assistance program proposal. The Housing Trust Fund is intended to support a range of housing services to include providing financial assistance to public and private nonprofit organizations supporting housing activities consistent with City policy. This item increases the Affordable Housing Fund's spending authority in anticipation of the professional services agreement approval. If not approved, this item will be removed in the fourth quarter budget amendments.
- Housing Resources Bainbridge (HRB) - On February 5, 2019 the Council authorized the City Manager to execute a PSA with HRB to develop a financial feasibility study in conjunction with development of the City owned Suzuki property. The first quarter budget amendment was for $45,000. The PSA was higher than anticipated. This item increases appropriation authority for the entire amount of the contract, $49,300.

Capital Construction Fund Adjustments

- Open Water Marina - This item increases appropriation authority and amends the 2019 Updated CIP to reflect current project plans and estimates.
- Farmer's Market Cover - During the 2019-2020 Biennium Budget Process, Council added $65,000 for a Farmer's Market Cover. When the project was introduced, timing of the new project did not allow for a CIP update. This item allows for the transfer of General Fund money to the Capital Construction Fund and amends the CIP.
- High School Safety Road Improvements - This item increases appropriation authority and amends the 2019 Updated CIP to reflect current project federal grant awards.

Thank you for your consideration of these requests.

Exhibit A to Ordinance No. 2019-20					
SUBJECT	DESCRIPTION	FUND / Department	Amount requested	Change to Appropriation	On-going
Police and Municipal Court Building	On July 9, 2019 City Council directed staff to proceed with a planning assumption of $8.0M in long-term debt and $12M in existing City funds for design and construction of the Police and Municipal Court Building. This item increases appropriation authority and updates the CIP for the additional transfer of $2M of General Fund money to the Capital Construction Fund. Total project cost remains at $20M.	General Fund / Public Works	$ 2,000,000	Increase	No
Elliot Bay Trustee's Funding	On November 3, 2015 City Council accepted Elliott Bay Trustees' funding for maintenance and monitoring activities at Strawberry Cannery Cove and Pritchard Park Bluff East. This item increases the General Fund's budget to allow for the spending of the Elliott Bay Trustees' funding which was received in January, 2016.	General Fund / Planning and Community Development	$ 97,715	Increase	No
Emergency Management Program Grant	On June 25, 2019 City Council authorized the Emergency Management Coordinator to submit a grant application to the Washington State Emergency Management Division for eligible emergency management expenditures. This item increases spending authority in conjunction with receiving the grant award. Local match will be salaries and benefits, and therefore will not increase spending authority more than the amount of the grant.	Grant Funds / Executive	$ 13,553	Increase	No
Kitsap County Department of Emergency Management (KCDEM)	On June 11, 2019 City Council directed staff to prepare an interlocal agreement with KCDEM to provide the City emergency	General Fund / Executive	$ 10,000	Increase	Yes

	management support for training, exercises, and planning activities.				
	TOTAL GENERAL FUND EXPENDITURE INCREASE		$ 2,121,268		
Emergency Rental Assistance Program - Helpline House	On June 25, 2019 City Council directed staff to develop a professional services agreement with Helpline House in the amount of $100,000 with a scope of work encompassing the emergency rental assistance program proposal. The Housing Trust Fund is intended to support a range of housing services to include providing financial assistance to public and private nonprofit organizations supporting housing activities consistent with City policy.	Affordable Housing Fund / Executive	$ 100,000	Increase	No
Housing Resources Bainbridge (HRB)	On February 5, 2019 the Council authorized the City Manager to execute a PSA with HRB to develop a financial feasibility study in conjunction with development of the City owned Suzuki property. The first quarter budget amendment was for $45,000. The PSA was higher than anticipated. This item increases appropriation authority for the entire amount of the contract, $49,300.	Affordable Housing Fund / Executive	$ 4,300	Increase	No
	TOTAL AFFORDABLE HOUSING INCREASE		$ 104,300		
Open Water Marina	This item increases appropriation authority and amends the 2019 Updated CIP to reflect current project plans and estimates. Funding is supported by the General Fund.	Capital Construction Fund / Public Works	$ 75,000	Increase	No
Farmer's Market Cover	During the 2019-2020 Biennium Budget Process, Council added $65,000 for a Farmer's Market Cover. When the project was introduced, timing of the new	Capital Construction Fund / Public Works	$ -	None	No

	project did not allow for a CIP update. This item allows for the transfer of General Fund money to the Capital Construction Fund and amends the CIP.				
High School Safety Road Improvements	This item increases appropriation authority and amends the 2019 Updated CIP to reflect current project federal grant awards. No additional City funding is required.	Grant Funding / Public Works	$ 47,000	Increase	No
	TOTAL CAPITAL CONSTRUCTION FUND EXPENDITURE INCREASE		$ 122,000		

ORDINANCE NO. 2019-20

AN ORDINANCE of the City of Bainbridge Island, Washington, amending the 2019-2020 biennial budget and the 2019-2024 update to the Capital Improvement Plan and providing for uses and/or expenditure amounts not foreseen at the time the budget and the Capital Improvement Plan were adopted.

WHEREAS, on October 23, 2018, the City Council adopted the 2019-2024 update to the Capital Improvement Plan via Ordinance No. 2018-36; and

WHEREAS, on November 27, 2018, the City Council adopted the 2019-2020 biennial budget via Ordinance No. 2018-39; and

WHEREAS, on May 28, 2019, the City Council passed Ordinance No. 2019-16, adopting the first quarter budget and Capital Improvement Plan amendments; and

WHEREAS, a number of situations have occurred in 2019 that require the City to expend money on items, projects, and categories not included in the 2019-2020 biennial budget, including amended expenditures in the 2019-2024 update to the Capital Improvement Plan.

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

Section 1. Ordinance No. 2018-39 adopting the 2019-2020 biennial budget, and Ordinance 2018-36 adopting the 2019-2024 update to the six-year Capital Improvement Plan, as previously amended by Ordinance No. 2019-16, are further 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 2019-2020 biennial budget and the 2019-2024 update to the Capital Improvement Plan. 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. This ordinance shall take effect and be in force five days from and after its passage and publication as required by law.

PASSED by the City Council this ___ day of August 2019.

APPROVED by the Mayor this ___ day of August 2019.

_____
Kol Medina, Mayor

ATTEST / AUTHENTICATE:

_____
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	August 9, 2019
PASSED BY THE CITY COUNCIL:	___ __, 2019
PUBLISHED:	___ __, 2019
EFFECTIVE DATE:	___ __, 2019
ORDINANCE NO:	2019-20

Attached: Exhibit A

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 27, 2019 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Interlocal Agreement with the Bainbridge Island School District for a Stop Paddle Camera Test Program - Police,

STRATEGIC PRIORITY: Safe City

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Interlocal Agreement **PROPOSED BY:** Police

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

By testing stop paddle cameras on several school buses, the Bainbridge Island School District and the Bainbridge Island Police Department hope to keep children safer by educating motorists and citing violators.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND:

In an effort to prevent moving vehicles from ignoring the flashing lights and extended stop paddles of school buses that are stopped for children, the Bainbridge Island School District plans to install stop paddle cameras on several buses on specific routes where frequent violations have been reported. Police will use the images captured by the software to investigate and issue citations whenever warranted. This interlocal agreement enables both entities to access system images and data and exchange information freely. The initial term is for a one-year test period, after which time the parties will review the financial impact to the City of providing law enforcement services under the ILA and may mutually agree that it is appropriate that some level of compensation be provided to the City in exchange for the continuation of such services during the term of any subsequent extension of the ILA.

ATTACHMENTS:

Interlocal Agreement with the Bainbridge Island School District for a Stop Paddle Camera Test Program

FISCAL DETAILS:

Budget neutral. These efforts are an enhancement to existing patrol service.

Fund Name(s):

Coding:

INTERLOCAL AGREEMENT FOR PROVISION OF LAW ENFORCEMENT SERVICES RELATED TO AUTOMATED SCHOOL BUS SAFETY CAMERAS

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into between the City of Bainbridge Island, a Washington State municipal corporation, ("City") and Bainbridge Island School District No. 303, a Washington State municipal corporation, ("District") pursuant to the provisions of Chapter 39.34 RCW.

WHEREAS, RCW 46.63.180 authorizes school districts to install and operate automated school bus safety cameras on school buses to be used for the detection of violations of RCW 46.61.370(1) if the use of the cameras is approved by the school district board of directors; and

WHEREAS, the District's Board of Directors is considering approval of the use of automated school bus safety cameras on District school buses, in accordance with RCW 46.63.180; and

WHEREAS, the District wishes to enter into an agreement with the City for provision of law enforcement services related to the enforcement and processing of infractions issued through the use of automated school bus safety cameras; and

WHEREAS, the City is willing and able to provide the District with law enforcement services necessary for the enforcement and processing of infractions issued through the use of automated school bus safety cameras; and

WHEREAS, the City and the District enter into this Agreement in order to increase the health, safety, and welfare of school children on Bainbridge Island in order to help ensure a safe commute to and from school; and

WHEREAS, the City and the District intend for the term of this Agreement to be a trial period, after which the parties will review the effect of the automated school bus safety cameras and the law enforcement services provided under this Agreement and make any amendments to this Agreement necessary to better effectuate the purpose of this Agreement.

NOW, THEREFORE, the City and the District agree as follows:

1. TERM AND TERMINATION

A. **Term.** This Agreement shall become effective upon execution by both parties and shall continue in full force and effect for one year, unless sooner terminated by either party as provided below.

B. **Termination.** This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party.

2. LAW ENFORCEMENT SERVICES PROVIDED

A. **Purpose.** The purpose of this Agreement is to provide law enforcement services necessary for the enforcement and processing of infractions issued through the use of automated school bus safety cameras.

B. **Services Provided.** The City shall provide the law enforcement services outlined on **Attachment A** to this Agreement.

3. COMPENSATION FOR COST OF LAW ENFORCEMENT SERVICES

A. During the initial term of this Agreement (i.e., the trial period), the District will not be obligated to pay any fees to the City for the law enforcement services provided under the terms of this Agreement. During the trial period, the consideration to the City for the services provided under this Agreement will be the benefit to the health, safety, and welfare of school children on Bainbridge Island.

B. After the trial period, the parties will review the financial impact to the City of providing law enforcement services under this Agreement and may mutually agree that it is appropriate that some level of compensation be provided to the City in exchange for the continuation of such services during the term of any subsequent extension of this Agreement.

4. HOLD HARMLESS AND INDEMNIFICATION

A. **School District Policies, Rules, and Regulations.** In executing this Agreement, the City does not assume liability or responsibility for or in any way release the District from any liability or responsibility which arises in whole or in part from the existence or effect of District policies, procedures, rules or regulations. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any District policy, procedure, rule, or regulation is at issue, the District shall defend the same at its sole expense and if judgment is entered or damages are awarded against the District, the City, or both, the District shall satisfy the same, including all chargeable costs and attorney's fees.

B. **City Held Harmless.** The District shall defend, indemnify, and hold harmless the City and its officers, employees, and agents from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including attorney's fees, arising out of the acts, errors, or omissions of the District or the District's officers, employees, or agents relating to or arising out of the performance of services pursuant to this Agreement.

C. **District Held Harmless.** The City shall defend, indemnify, and hold harmless the District and its officers, employees, and agents from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including attorney's fees, arising out of the acts, errors, or omissions of the City or the City's officers, employees, or agents relating to or arising out of the performance of services pursuant to this Agreement.

5. INDEPENDENT CONTRACTOR

Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of the District a City employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW. At all times pertinent hereto, employees of the City are acting as City employees and employees of the District are acting as District employees, Control of City personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the City.

6. NOTICE

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

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

To the District: Bainbridge Island School District No. 303
8489 Madison Avenue NE
Bainbridge Island, WA 98110
Attention: Superintendent

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

7. EXTENT OF AGREEMENT AND MODIFICATION

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

8. SEVERABILITY

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

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

9. GOVERNING LAW

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

10. VENUE

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

11. NO THIRD-PARTY RIGHTS

Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

12. COUNTERPARTS

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

13. COMPLIANCE WITH CHAPTER 39.34 RCW

A. **County Auditor.** Within five (5) days from the effective date of this Agreement, the District shall file the original of this Agreement with the Kitsap County Auditor, in accordance with RCW 39.34.040, and shall then provide the City with a conformed copy of the filed Agreement.

B. **No Separate Entity.** It is not contemplated that, as a result of this Agreement, any property, real or personal, will be jointly acquired by the parties to this Agreement. This Agreement does not establish or create a separate fund or legal entity. Neither party is authorized to bind the other to any contract or obligation. Each party to this Agreement shall be responsible for its own budgeting. To the extent that RCW 39.34.030 requires an administrator to be named, the City Manager and the District's Superintendent shall jointly administer this undertaking, as specified under the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

BAINBRIDGE ISLAND SCHOOL DISTRICT NO. 303	CITY OF BAINBRIDGE ISLAND
Date:_____	Date:_____
By:_____	By:_____
Dr. Peter Bang-Knudsen, Superintendent	Morgan Smith, City Manager

Attachment A

Law Enforcement Services Provided

In consideration of the promises set forth in the Agreement, the City agrees to provide the following law enforcement services necessary for the enforcement and processing of infractions issued through the use of automated school bus safety cameras. However, no such services shall be provided until the District's Board of Director's approves the installation and operation of automated school bus safety cameras in accordance with RCW 46.63.180.

1. The City shall assign one or more law enforcement officers to perform the services required by this Agreement. The decision to assign or reassign any law enforcement officer to perform such services is made at the sole discretion of the City's Chief of Police and is not subject to District consent or approval.

2. Any law enforcement officer assigned to perform services under this Agreement may also be assigned other duties unrelated to this Agreement, at the sole discretion of the City's Chief of Police.

3. The assigned law enforcement officer will review video images of possible violations of RCW 46.61.370(1), provided by the District's automated school bus camera safety vendor and sent to the officer via email, to determine whether an infraction occurred.

4. If the law enforcement officer determines that an infraction occurred, he or she will follow the steps necessary to issue a notice of infraction.

5. If the law enforcement officer determines that an infraction did not occur, he or she will select the reason for rejection from the list of options and submit the record as rejected.

6. To the extent possible or as required by law, the City's law enforcement officers performing services under this Agreement will attend court hearings and other legal proceedings.

7. The City will also provide all Municipal Court Services necessary for the enforcement and processing of infractions issued through the use of automated school bus safety cameras. For the purposes of this Agreement, "Municipal Court Services" shall mean and include all local court services imposed by state statute, court rule, or other regulations as now existing or hereafter amended, including but not limited to processing, adjudication, and penalty enforcement of all District school bus safety camera infraction cases filed in the City's Municipal Court. "Municipal Court Services" shall also include the collection of monetary penalties incurred from infractions issued through the use of automated school bus safety cameras, which monetary penalties shall be remitted by the City to the District, on a schedule mutually agreed to by the City and the District, in accordance with RCW 46.63.180(1)(f).

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 27, 2019 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Sidewalk Cutting and Replacement Contract - Public Works,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract **PROPOSED BY:** Public Works

RECOMMENDED MOTION:

Approve with the Consent Agenda.

SUMMARY:

The Sidewalk Cutting & Replacement project will provide an assessment of sidewalks on seventy-two roads listed in Attachment C that are focused in the Winslow area. Once the assessment is complete, the City will authorize a list of prioritized sidewalks for cutting and repairs to prevent trip hazards and meet the Americans with Disabilities Act standards. The City received one bid from Precision Concrete Cutting Inc, and City staff reviewed the bid results and the contractor's qualifications and recommends that the City Council award the Sidewalk Cutting & Replacement Contract to Precision Concrete Cutting Inc. in the bid amount of $68,016.00.

FISCAL IMPACT:	
Amount:	$68,016.00
Ongoing Cost:	
One-Time Cost:	$68,016.00
Included in Current Budget?	Yes

BACKGROUND:

The Sidewalk Cutting & Replacement project will provide an assessment of sidewalks on seventy-two roads listed in Attachment C that are focused in the Winslow area. Once the assessment is complete, the City will authorize a list of prioritized sidewalks for cutting to prevent trip hazards and meet the Americans with Disabilities Act standards. The Contractor will do an onsite inspection for ADA compliance and document all ¼

inch or greater trip hazards as well as damaged or compromised sidewalks. The City Contact will provide a list of approved sidewalk locations in writing for cutting based on the sidewalk assessment.

Bids were solicited through the MRSC Small Works Roster and the City received one bid from Precision Concrete Cutting Inc.

City staff reviewed the bid results and the contractor's qualifications and recommends that the City Council award the Sidewalk Cutting & Replacement Contract to Precision Concrete Cutting Inc. in the bid amount of $68,016.00. The engineer's estimate is $74,120 to $91,560. The City listed an alternative bid item for sidewalk replacement; however staff determined not to select this option at this time. See attached bid form.

ATTACHMENTS:

Bid Form

Contract - Precision Concrete Cutting Inc.

Attachment C - Road List

FISCAL DETAILS: There is $75,000 Budgeted in the Streets fund to pay for this work.

Fund Name(s): Streets Fund

Coding:

CITY OF
BAINBRIDGE ISLAND

PROJECT NAME: Sidewalk Cutting & Replacement
Bid Opening Date: July 12, 2019

Note: Bids Are Opened in Order Received. Bids Solicited by: ☐ Advertisement ☒ Small Works Roster The Engineers Estimate is: $74,120 - $91,560	Precision Concrete Cutting		
Proposal	√		
Signature Page	√		
Statement of Bidder's Qualifications	√		
Base Bid Amount including tax	$68,016.00		
Bid Additive Alternative including tax	None		
Grand Total Bid Amount Including Tax	$68,016.00		

A total of 1 bid was received. The apparent low bidder is Precision Concrete Cutting in the bid amount of $ $68,016.00.
Aaron Claiborne, Operations Project Manager has reviewed the bid and recommends award to Precision Concrete Cutting.

CITY OF BAINBRIDGE ISLAND
PUBLIC WORKS-SMALL WORKS ROSTER CONTRACT

THIS PUBLIC WORKS-SMALL WORKS ROSTER CONTRACT ("Contract") is entered into between the City of Bainbridge Island, a Washington State municipal corporation ("City"), and Precision Concrete Cutting ("Contractor"). In consideration of the terms and conditions set forth in this Contract, the City and the Contractor (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 Sidewalk Cutting & Replacement ("Project"). The Project is detailed in the Scope of Work, Attachment A, and the following documents, which are attached hereto and incorporated herein by reference:

- Scope of Work, (Attachment A)
- Washington State Department of Transportation, Standard Specifications, for Road, Bridge and Municipal Construction, 2018.
- Sidewalk List (Attachment C)
- Declaration of Retainage
- Minimum Wage Affidavit
- Payment and Performance Bonds
- Schedule of Prevailing Wages (see https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx)
- Guarantee Form
- Certification of Compliance with Wage Payment Statutes

2. Notice to Proceed; Time of Completion. The Contractor shall commence work within seven (7) days after the City issues a written Notice to Proceed and shall complete the work within twenty-one (21) calendar days from the City's issuance of the Notice to Proceed. 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 Sixty-Eight Thousand Sixteen Dollars ($68,016.00), which amount includes all 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, in a format acceptable to the City, monthly invoices for work and services performed in a previous calendar month. The City shall pay for the portion of the work described in the invoice that has been completed by the 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. <u>Prevailing Wage</u>. The Contractor shall comply with and pay prevailing wages as required by chapter 39.12 RCW, as well as paying prevailing wages related to 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 shall 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 the 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 the final acceptance of services rendered, the Contractor shall submit a "Minimum Wage Affidavit" for itself/themselves and any subcontractors.

In case any dispute arises regarding the prevailing rates of wages for work of a similar nature, and such dispute cannot be resolved 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 of Washington, 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.

5.1 Defense, Indemnification, and Hold Harmless. The Contractor shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

5.2 Liability for Damages Caused by Concurrent Negligence. 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, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein 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.

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

5.4 No Third Party Right of Indemnification. Nothing contained in this Contract shall be construed to create a liability or a right of indemnification in any third party.

6. Nondiscrimination and Compliance with Laws.

6.1 Nondiscrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Contract 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.

6.2 Compliance with Laws. The Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Contract.

6.3 Violation of this Section. Violation of this Section 6 shall be a material breach of this Contract and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. Job Safety.

7.1 Work Site Safety. The 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. The 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. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

8. Utility Location. The 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. The 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. The 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. The 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, the cost of materials and labor expended by the City in making emergency repairs and the 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. The 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, the 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. Regardless 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 AND 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. The 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 it/he/she has familiarized itself/himself/herself with all existing conditions and other contingencies likely to affect the work, and has made its/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 maintain insurance as follows:

[X] Commercial General Liability as described in Attachment B.
[X] Automobile Liability as described in Attachment B.
[X] Workers' Compensation as described in Attachment B.
[ ] Builders Risk as described in Attachment B.
[ ] Contractors Pollution Liability as described in Attachment B.

15. **Payment and Performance Bonds**. The Contractor shall provide Payment and Performance bonds to 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 the 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 (Attachment 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 that this Contract is terminated by the City, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work (Attachment 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 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, the Contractor and its 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 related to 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 Manager 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.

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 shall 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 its first-tier subcontractors meet the bidder responsibility criteria as provided in RCW 39.04.350.

21. **Relationship of Parties**. The parties intend that an independent contractor relationship will be created by this Contract. As the 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 the 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 its employees, agents, representatives, or subcontractors. The Contractor shall be solely and entirely responsible for its 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 the 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. **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 later of the signature dates included below.

CITY OF BAINBRIDGE ISLAND:	**CONTRACTOR:** **PRECISION CONCRETE CUTTING**
Signature:_____ Morgan Smith, City Manager	Signature:_____
	Print Name:_____
	Title:_____
Date:_____	Date:_____
	Taxpayer ID #: _____

CITY CONTACT:

Aaron Claiborne
City of Bainbridge Island
280 Madison Ave N
Bainbridge Island, WA 98110
Phone: 206.780.3585

CONTRACTOR CONTACT:

Print Name:_____
Address:_____
_____
_____
Phone:_____
Fax: _____
Contractor License #: _____
(If this is a new contractor or if the Contractor has never conducted work with the City, a W-9 form must be attached to this Contract.)

ATTACHMENT A
PROJECT – SCOPE OF WORK
SIDEWALK CUTTING AND REPLACEMENT

City of Bainbridge Island is in need for a side walk assessment, cutting of the sidewalk to eliminate trip hazards and sidewalk replacement of roads listed in Attachment C. The Contractor shall follow all standards in Washington State Department of Transportation, for Road, Bridge and Municipal Construction, 2018 Edition, City of Bainbridge Island standards and Americans with Disabilities Act (ADA).

Bid Item 1: Mobilization/Demobilization: Mobilization and demobilization consists of preconstruction expenses and the costs of preparatory work, travel, and operations performed by the Contractor prior to and following the assessment, sidewalk cutting and replacement.

Measurement: All preparatory work and travel related expenses are included in the lump sum payment.

Payment: "Mobilization" $0.00 Lump Sum

Bid Item 2: Sidewalk Assessment
The Contractor shall do an onsite inspection for ADA compliance and document all ¼ inch or greater trip hazards, damaged or compromised sidewalks. The assessment report shall list the following:

- Street with nearest address,
- Sidewalk cutting proposed estimated in inch-foot,
- Sidewalk replacement proposed estimated in square feet.
- Description of hazard or issue that is not ADA compliant (Example: greater than ¼ inch trip hazard, separation of the sidewalk 5/8 or greater, if two sidewalks have lifted into a peak, spalling surface and sunken sidewalk.
- Priority rating 1-5 (5 being the highest priority).

Measurement: All work to complete the sidewalk assessment to the satisfaction of the City Contact. The report shall include a list provided in Excel and a GIS map showing the location.

Payment: "Sidewalk Assessment" $0.00 Lump Sum

Bid Item 3: Sidewalk Cutting

The City Contact will provide a list of approved sidewalk locations in writing for cutting based on the sidewalk assessment. The Contractor shall cut using a blade on the sidewalk to provide a surface free from grooves to eliminate a trip hazard to bring the sidewalks into ADA compliance. The trip hazard shall be eliminated and be the same height of the adjacent sidewalk panel. Concrete grinding is not allowed is not allowed. The concrete cutting tool and operation shall always contain dust and debris from the site. The Contractor shall be responsible for setting up

the work zone, detour of pedestrian traffic and vehicle safety pursuant to the Manual for Uniform Traffic Control.

Measurement: All preparatory work, materials, equipment, labor, traffic control and related expenses are included in the payment per inch-foot of material removed. An inch-foot is defined as 12 foot by 12 foot by 1-inch depth.

Submittals: The Contractor shall submit to the City for approval all proposed materials prior to the notice to proceed.

Payment: “Sidewalk Cutting” $56.68 per Inch-Foot

ATTACHMENT B
INSURANCE REQUIREMENTS

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the physical completion date, unless otherwise indicated herein.

B. No Limitation

The Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Minimum Amounts of Insurance

The 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 $2,000,000 products-completed operations aggregate limit.

E. City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provision

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

G. Contractor's Insurance for Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding, and protective fences.

H. Waiver of Subrogation

The Contractor and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents, and employees, each of the other, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

J. Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

K. Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

L. Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

M. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

City of Bainbridge Island
Sidewalk Cutting Replacemnt Project
Attachment C

	Aaron Avenue		Madison Avenue
	Alder Avenue		Midships Place
	Alexander Avenue		Miller Road
	Archur Place		Moji Lane
	Baker Hill Road		Nakata Place
	Bjune Drive		New Brooklyn Road
	Bluefin Place		Nicholas Street
	Blue Wave Place		North Madison Avenue
	Brien Drive		North Street
	Brookcliff Lane		Northtown Drive NE
	Bromely Place		Northtown Loop
	Captan Drive		Parfitt Way
	Chatham Cove		Pleasant Beach Drive
	Cave Avenue		Point White Drive
	Cherry Avenue		Rosario Place
	Commodore Lane		Sea Ray Place
	Coral Place		Shepard Street
	Day Road		Sportsman Club Road
	Dearcliff Road		Strawberry Lane
	Eaglecliff Road		Susan Place
	Eakin Drive		Taurnic Place
	Edna Place		Tidal Place
	Elizabeth Place		Tiffany Meadows Drive
	Ericksen Avenue		Twitchitaw
	Ferncliff Avenue		Valley Road
	Fletcher Bay Road		Village Circle
	Garibaldi Loop		Wallace Way
	Grow Avenue		Weaver Road
	Harborview Drive		Whited Place
	Helman Place		Wing Point Way
	High School Road		Winslow Way
	Ihland		Wood Avenue
	Issac Avenue		Wyatt Way
	Jeanette Place		
	King Place		
	Klickitat Place		
	Lewis Place		
	Lovell Avenue		
	Lynnwood Center Road		

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 27, 2019 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (9:25 PM) Committee Reports,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion **PROPOSED BY:** Executive

RECOMMENDED MOTION:
Information only.

SUMMARY:
Recent committee reports are provided for information only.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

Ethics Board Meeting Minutes, July 15, 2019

Ethics Board Meeting Minutes, July 29, 2019

Race Equity Task Force Meeting Minutes, June 11, 2019

Race Equity Task Force Meeting Minutes, June 7, 2019

Race Equity Task Force Meeting Minutes, July 11, 2019

Race Equity Task Force Meeting Minutes, August 1, 2019

FISCAL DETAILS:

Fund Name(s):

Coding:

COBI ETHICS BOARD
Regular Meeting

Monday July 15, 2019

Minutes

1. Call to order. Meeting was called to order at 6:32 pm. Present were Maradel Gale, Suzanne Keel-Eckmann, Jennifer Hodges and Ingrid Billies, Robbie Sepler and Council Liaison, Joe Deets.

2. Changes or Additions to Agenda. None.

3. Disclosure of conflicts of interest. None.

4. Minutes of the May 18, 2019 meeting were accepted as written.

5. Welcome new Board Member – Jennifer Hodges. Introductions of all members of the Board.

   Motion is made to honor Scott Wilder, motion passed unanimously. Motion is as follows:

   Motion to honor Scott Wilder for meritorious service on the City of Bainbridge Island Ethics Board.

   COBI Ethics Board, with grateful appreciation, does hereby acknowledge, commend and honor the three years of service of Scott Wilder as a member and chair of the COBI Ethics Board. He has given freely of his time and talents to strengthen the COBI Ethics Board, its program and its processes. His participation on the COBI Ethics Board has been characterized by his inquisitiveness, candor, sound reasoning and commitment to the core values of the Ethics program;

   So move that the COBI Ethics Board gratefully acknowledges the vigorous advocacy and heartfelt concern Scott Wilder has demonstrated on behalf of the COBI Ethics Board and in commending him for this outstanding service, do wish him every success and happiness with all his future endeavors.

6. Communications. Suzanne had communications with Council Members Deets, Tirman, Blossom, Schneider and Mayor Medina, Joe Levan, City Manager Morgan and Ethics Board member Maradel Gale. Maradel had communications with Council Members Deets, Blossom, Schneider, Tirman, Mayor Medina and Ethics Board member Suzanne Keel-Eckmann.

7. Public Comment. None.

8. City Council/Ethics Board Program Discussion. Board discussion on Article I complaints and possible approaches to it. There will be an Ethics Board special meeting on July 29, 2019 to review the Ethics Program redlines.

9. Items for next meeting Agenda. Proposed revisions to the Ethics Program.

10. Next Meeting Date. August 19, 2019.

11. Adjournment. 8:12 pm.

Suzanne Keel-Eckmann, Chair

COBI ETHICS BOARD
Special Meeting

Monday July 29, 2019

Minutes

1. Call to order. Meeting was called to order at 6:32 pm. Present were Maradel Gale, Suzanne Keel-Eckmann, Brian Strully and Jennifer Hodges and Ingrid Billies, Robbie Sepler and City Council Liaison, Joe Deets.

2. Changes or Additions to Agenda. None.

3. Disclosure of conflicts of interest. None.

4. Communications. Suzanne had communications with Mayor Medina and Council Members Deets, Tirman, Blossom, Schneider, City Attorney Joe Levan, City Manager Morgan Smith and Maradel Gale. Maradel had communications with Mayor Medina, Council Members Deets, Blossom, Tirman and Schneider and Suzanne Keel-Eckmann.

5. Discuss and evaluation proposed revisions to the City's Ethics Program. Group discussion on the proposed revisions. Robbie gave a background on the revisions and how they came to be in the document the Board is discussing this evening. The Board would like to recommend renaming Article I to "Code of Conduct" which includes Core Values and Ethics Principles. Whenever the word "resident" is used, the word "individual or individuals" will replace it. The Board will prepare talking points regarding the "mandatory reconciliation process. And those talking points will be represented at the August 6th City Council meeting.

6. Items for next meeting Agenda. Proposed revisions to the Ethics Program, OPMA training.

7. Next Meeting Date. August 19, 2019.

8. Adjournment. 9:30 pm.

Suzanne Keel-Eckmann, Chair

The People's Institute of the NW Presentation

Mary Flowers, Erin Bryant, Kimberly Richards (New Orleans office), Dr. Gary Kente

Departments that have no city government budgetary or policy oversight: Fire, Parks and Rec, Library, Schools

What is our motivation for this relationship? A document? A moment in time?

- The vision must be more than a strategic plan

39-year-old organization started by Ron Chism and Jim

- Every quality of life indicator dictated by race
- Concerned about our nation's inability to have a common definition of racism which led to disparate conversations
- 4 organizers in our region
- Workshop allows people to leave with a common language
    - Not focused on skills and tools - "decolonized" way in how they approach the work
    - Guided by anti-racist principals
        - Understanding the history of the people who were first on Bainbridge
            - Why is this island 92% white? What was the evolution that led to this?
                - 1850s - removal of Native Americans, Asians, and communities of color.
                - Inability to purchase property.
            - Have the task force get clearer about its task.
        - Accountability - how are we held accountable to the people who are most impacted?
        - Building relationships and networks - a net that people will not fall through
        - Seeking to undo racism - has to be at the heart of how we approach organizing. Requires a depth of humanity - culture is critical. Not just skills and tools. Culture is what humanizes us where racism dehumanizes us.
    - Racism is something we have all internalized (white = superiority / POCs = inferiority)
- Understanding our roles as gatekeepers - if we're about serving all people how do we develop relationships with everyone?
- Understanding militarism - how do school practices and other institutions maintain a status quo or other practices of power? Micro-aggressions are aggression when practices are still in place years down the line. Really structural and historically systemic practices that are aggressive and macro.
- Analysis of race by class
    - Class is the glue that holds racism in place - unit of analysis is poverty

- When you add race to any oppressions the impact grows exponentially.
- Look at the relationship of white organizational culture and the implications for all people and the ability for folks to speak opening about racism.

How do we move equity forward if we're not equipped to understand the depth of the work ahead of us?

- In this forming stage we need to understand history, context, and skill sets.
- Things will fall apart if we don't check our own biases and racial constructs

People's Institute laid the groundwork for King, Pierce, and Snohomish counties race equity work. - Has also worked with Puget Sound Transit, YMCA, Tukwila, SCIU

- 2.5-day workshop: $16,500
    - 40 people attendance
    - Include advocates from the community - develop an organizing base of people.
- Foundational and fundamental education to get community support.
    - Need to start to empower the community and build relationships - this is core.
- They went through the process and adapted it to their specific work
- In all this work - missing anchoring in community
- We are on Suquamish land. How do we build a relationship with the tribe and the 8% of POCs on the island?
- We would promote networking within Kitsap to connect groups
- We don't just parachute in and leave. We would have a network of organizers that could be a resource.
    - After a workshop or two we would put together a technical assistance plan. Identify what support is needed and costs. Requires workshops first so People's Institute can identify a strategy.
- Policy: Policies don't change outcomes if policy formation is not inclusive of diverse community voices.
- We need guidance on how to model how to talk about equity with Bainbridge residents, so the onus isn't just on POCs to lead the charge.
- Strategy that engages community - process oriented. How do we shift the paradigm to think about growing and developing people?
    - Not doing something new - building on what we've learned and building on that
    - Not a one and done - long term relationship building

- How would BI look like if racism was undone? Create this vision and work from there.
    - What does it mean to be about racial justice on a 92% white island?

James Friday, Chair 08/15/2019

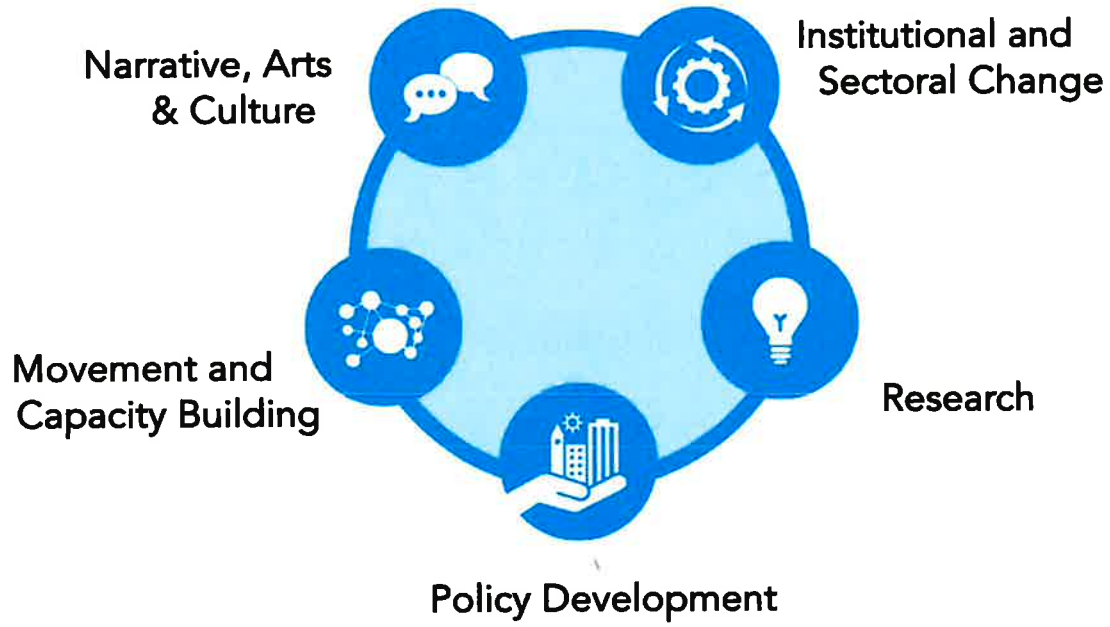
Government Alliance on Race Equity

Nora Liu, 3 - 5pm

RETF Action Steps:

- Make a recommendation to the city council on how to implement a toolkit for the city government and island wide.
- Make ourselves known at various public events.
- By end of December, make a recommendation to the city council on how to move forward.
- GARE is the largest racial justice org in the country - 75 people, working in 40 states
- Produces *Colorlines* - reaches 6 million people
- Goal is to dismantle racial inequity - democracy is when everyone can participate and is included
- Need tools and practices to dismantle racial inequity
- Support community power to change institutions

Race Forward's Theory of Change



Government Alliance on Race and Equity

A national network of government working to achieve racial equity and advance opportunities for all.

- ✓ Lead network – ~~90~~ ~~110~~ ~~147~~ 155 members
- ✓ Expand network – 40 states / 200+ cities
- ✓ Provide tools to put theory into action

- This is a field of practice that is growing - network of governments is leading this and creating the new roles for the profession
- 155 members: entire governments that have committed to GARE's process and are creating new tools, practices, and policies that are shared with the full network
- Washington has 26 members
- In addition to full jurisdictions, GARE also does contractual work to identify specific pieces of work.

GARE Northwest

City of Lynnwood
Seattle Housing Authority
Puget Sound Regional Council
Port of Seattle
City of Seattle
Hazardous Waste Mgmt Program
King County
King County Housing Authority
City of Issaquah
City of Tukwila
City of Tacoma
City of Lakewood
WA Dept of Children Youth & Families
City of Olympia
City of Vancouver

- Just started a NW regional cohort learning community (180 people) - 9-month commitment. Build foundational info and skills to do work in jurisdiction, build leadership cohort, build collaboration across different jurisdictions working in the NW.

GARE NW

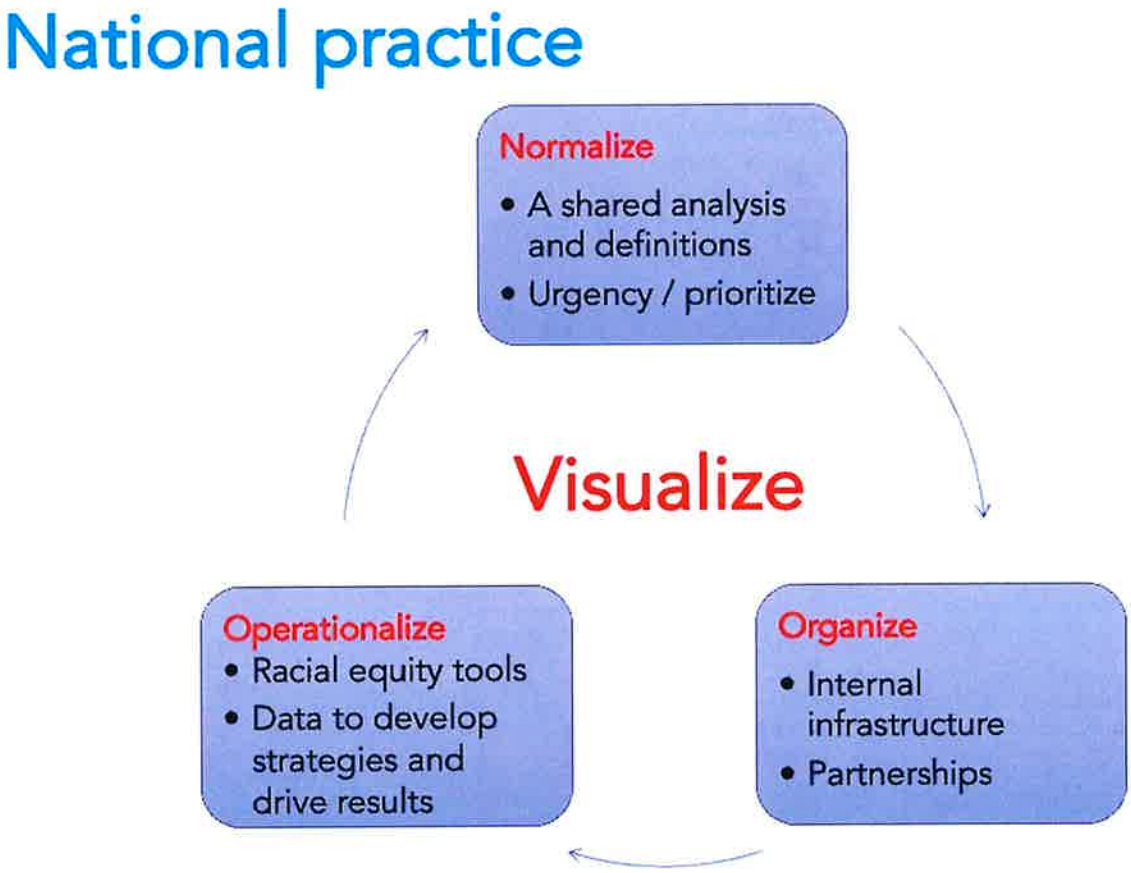
1. Lane County
2. City of Eugene
3. OR Housing & Community Services
4. OR Governor's Office
5. OR Youth Authority
6. City of Portland
7. Multnomah County
8. Multnomah County Drainage District
9. Metro
10. Port of Portland
11. City of Vancouver
12. WA Dept of Children Youth & Families
13. City of Olympia
14. City of Lakewood
15. City of Tacoma
16. City of Tukwila
17. Hazardous Waste Mgmt Progran
18. Port of Seattle
19. City of Seattle
20. King County
21. King County Housing Authority
22. City of Issaquah
23. City of Lynnwood
24. Puget Sound Regional Council
25. Seattle Housing Authority
26. Spokane Regional Health Distric

- Values are important, but not enough. Need framework and tool to make values real.

History of government and race

Initially explicit	Became implicit	Government for racial equity
Government explicitly creates and maintains racial inequity.	Discrimination illegal, but "race-neutral" policies and practices perpetuate inequity.	Proactive policies, practices and procedures that advance racial equity.

- If we want to advance racial equity, we need to explicitly name it and have proactive processes and procedures.



- Normalize: We need to normalize conversations of race and create shared definitions, framework, and urgency.
- Organize: Organize external partnerships. If we want to transform to racial equity, we need to change internal structures that are long-lasting. Needs to survive leadership so initiative can move forward/ live on.
    - Real partnerships - powerships, not just outreach. People who have lived with these conditions. Helps to define vision for the future.
- Operationalize: This is a learning experience - leading edge work. Mistakes will happen.
- All of this needs to be centered around a city-wide vision that is shared with your communities of color.

Normalize:

Racial inequity in the U.S.

From infant mortality to life expectancy, race predicts how well you will do…

- Your birth determines your future.
- White households have 20x the wealth as a black household - this is the impact of redlining and has left the footprint of communities of color.
- Ferguson: Life expectancy difference between a black person and white person - 30 years. All factors that contribute well being impacted by American history.

Racial equity means:

- "Closing the gaps" so that race does not predict one's success, while also improving outcomes for all

- To do so, have to:
  - ✓ Target strategies to focus improvements for those worse off
  - ✓ Move beyond "services" and focus on changing policies, institutions and structures

- What is it about our structures that cause the root problem? Look at the barriers are institutions have created.

Why we lead with race

- Racial inequities deep and pervasive
- Racial anxiety on the rise – race is often an elephant in the room
- Learning an institutional and structural approach can be used with other areas of marginalization
- Specificity matters

Equity vs Equality - bathroom metaphor

- Equality: Equal resources for everyone
- Equity is about equal outcomes
- Solution is gender neutral bathrooms

Individual racism:

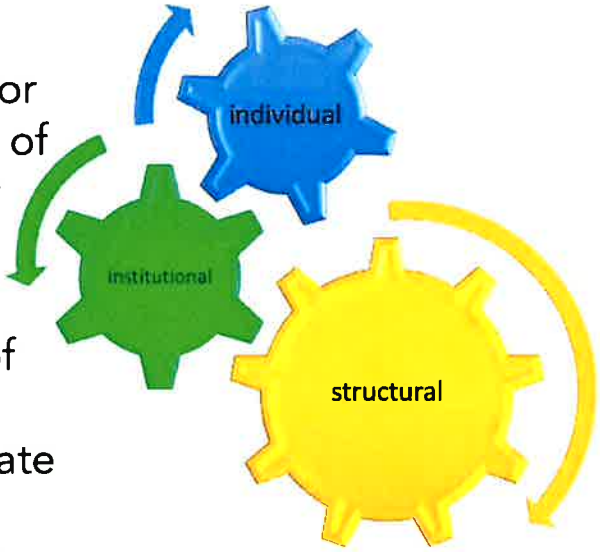
- Bigotry or discrimination by an individual based on race.

Institutional racism:

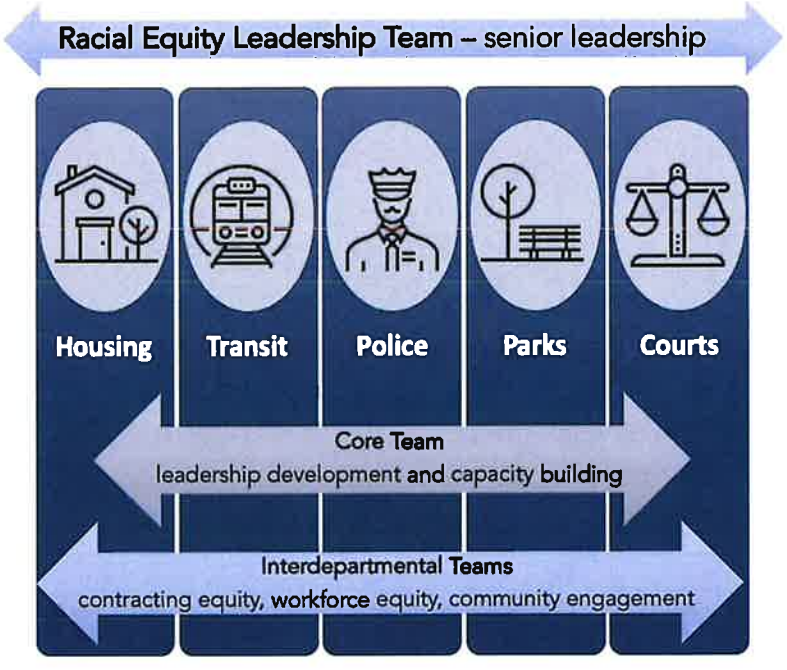
- Policies, practices and procedures that work better for white people than for people of color, often unintentionally or inadvertently.

Structural racism:

- A history and current reality of institutional racism across all institutions, combining to create a system that negatively impacts communities of color.



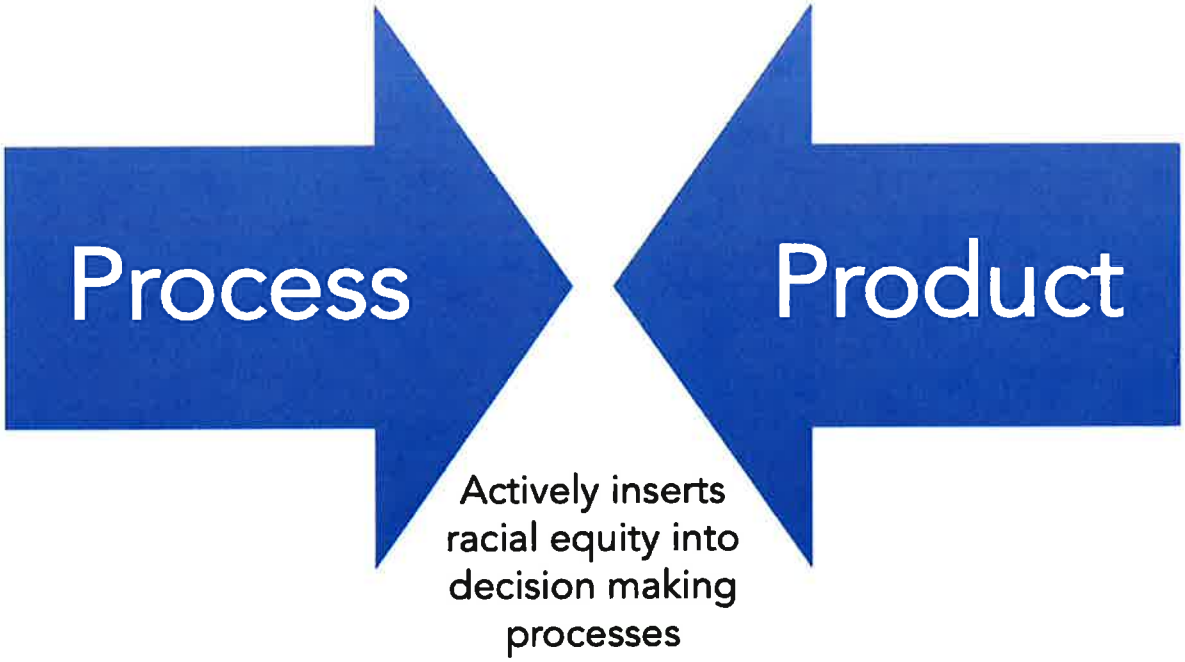
- GARE is focused on institutions and structural racism



- Accountability agreements
- Departmental work plans
- Performance reviews
- Racial Equity Tools
- Institution-wide work plans

- Our siloed ways help to maintain racial inequity
- Our strategy is to break down the silos
- Jurisdictions should pick a few departments to focus on at first

What is a Racial Equity Tool?



- In order to get a racial equity product, you need a racial equity process
- The tool is a checklist

What is a Racial Equity Tool process?

- Not linear - iterative
- Desired results need to be community focused - what do we want to achieve in the community?
- Identify what data you have and need to collect
- Community engagement is about the groups that have been most impacted - start partnership needed to create a powership to create racial equity
    - This will likely make us re-examine the "desired results"
    - Need to do this before we name our strategy
    - Who will benefit and who will this burden?
- Jurisdictions are using this tool to define budget and plans. Puget sound resource council looking to embed equity in their 2025 plan

Takeaways:

- Jurisdictions do this the best when they have departmental or city-wide leadership and identify that they want to enter a training environment.

- The resources and power that reside in government is critical and bears so much responsibility for historical inequities.

- GARE does not have a lot of experience with schools.

- We have a movement and capacity development department and place-based dept - focuses on bringing community and government together.
    - We can help with this or recommend others
    - Building the WE video - city of Salinas

- Our strength is building the tools to change government

- Nora's strength: Working at intersections of communities of color and government. Have gov't understand what it has to do differently and make that pivot in order to make a difference for communities. This requires community members to understand, despite the rage they may hold for historic evils, that they need to partner with government to do this together.

- How much of the work would focus on government structure vs policy recommendations?
    - Focused on tools to inform policy as it's being developed

- Bainbridge RETF: Our goal is to build enthusiasm

- Police accountability falls under city jurisdiction

James Friday 8/15/2019

James Friday, Chair 08/15/2019

CITY OF
BAINBRIDGE ISLAND

RACE EQUITY TASK FORCE
SPECIAL MEETING
THURSDAY, JULY 11, 2019

MINUTES

1. CALL TO ORDER / ROLL CALL / ACCEPT OR MODIFY AGENDA / CONFLICT OF INTEREST DISCLOSURE

– 6:30 PM

a. Agenda accepted as written
b. Minutes accepted as written
c. No conflicts of interest disclosed

MEMBERS: James Friday (Chair), Susan Wilmot (Vice-Chair / remote attendance), Kian Ashabi, Brenda Fantroy-Johnson, Janna Chan, Savanna Rovelstad

COUNCILMEMBER LIAISONS: Joe Deets, Rasham Nassar

2. PUBLIC COMMENTS

a. Cindy Anderson: Not directly related to task force. Shooting on 7/3 in Poulsbo. Appears to be a wrongful shooting by police. Poulsbo has a public safety meeting on the third of the month. Everyone is allowed to speak. Committee is comprised of 3 council members, elected mayor, chief of police, a judge, and local prosecutor. BI police task force is part of an inter-county group investigating the shooting. As citizens we should be concerned when our police department is involved.
b. Charlotta Rovelstad: Express hope that task force will advise cultural competency training for all city officials due to troubling comments from city staff.
c. Sal DeRosalia: Why isn't the selection process for a new RETF member more public? Why don't we have someone from the Suquamish tribe represented on this RETF?
    i. We should be more concerned and involved with the shooting investigation.

3. NEW RETF MEMBER SELECTION

a. Council Member Deets: When openings come up on a City Committee, new Member(s) are selected by the Chair, Liaison(s), and Mayor. For permanent Committees, the City typically advertises the openings twice a year, in December and in June. But the practical challenge for the Task Force is that it is currently slated to complete its work at the end of 2019, and therefore we are running short on time.
b. Brenda: Where is this process stated? I didn't know we were even selecting a new member. I think we should make this a more open process. I'm leaning toward waiting.
c. James: We have been looking at the original group of applicants. We should have gotten someone on the task force sooner.
d. Kian: I think we should wait a bit. We are working well together and adding a seventh person can alter the dynamic. I would like to wait and bring in our facilitator.
e. Sue: I think we should stick with our team. We can make a decision at a later time.
f. James: The consensus is that we wait.

4. JULY 4 DEBRIEF

a. Brenda: I want to acknowledge BIMA for the donation of the use and training of the button maker, Sheila Hues. I feel like the public was happy to see us, even though there were some perplexed looks.
b. James: Everything was last minute. We were supposed to be in the city's booth, but they told us we could not at the last minute.
c. Council Member Deets: Funding for the parade was discussed at length at the city council meeting. Ultimately, the city agreed to pay.
d. **Action Steps:**
    i. James will send a thank you to BIMA
    ii. Council Member Deets will mention the task force in the newsletter and push to get pictures of the parade into the issue.

5. REPORT BACK FROM GARE AND PEOPLE'S INSTITUTE PRESENTATIONS

a. Brenda: For what we're trying to do – set the foundation moving forward – I choose GARE because they have more experience doing this.
b. Janna: I'm in favor of GARE. They have a proven track record.
c. Kian: I'm in favor of the People's Institute. They attacked this issue from an institutional perspective. I didn't think the woman from GARE was energized.
d. Sue: I listened to the GARE presentation afterwards. I think GARE is a good place to start.
e. James: I think GARE is going to be the most pushing point we need. Our council needs to be counseled.
f. Council Member Nassar: Put together a recommendation with a cost breakdown. Someone will need to come and propose the item at a study session and make the case.
g. The RETF votes to recommend GARE as a partner
h. Action Steps:
    i. Janna: Schedule a conference call with GARE. Develop recommendation/proposal for GARE membership with breakdown of costs

6. DISCUSS RETF "PURPOSE" AND NEW CITY COUNCIL "SCOPE OF WORK"

a. Council Member Nassar: This was discussed and passed at the council as a formality. One word was changed in item #3.
b. Council Member Deets: We used #1 to push for the parade.

7. FARMER'S MARKET UPDATE

a. Brenda: Dates are April 6 – Dec 14. We would submit an application as a non-prof: $5 application fee and $1 fee/day. We can use the parade sign for the booth. There may be a booth fee.
b. Council Member Deets: We should have the tent and other supplies for a booth. RETF should not need approval from the council to do this.
    i. Council Member Nassar: I agree
c. Action Steps:
    i. Brenda will reach out to Kristin (city comms) for tent and supplies.
    ii. Council Member Deets will send a message to the city manager as an FYI

8. SIGNAGE SUBCOMMITTEE UPDATE

a. Brenda: I met with Kian and we discussed potential verbiage. There are a few cities pushing a "welcoming" message. I think we should partner with businesses to put up welcome signs.
b. Kian: I want us to do a "Friends of the Race Equity Task Force." It's a pledge of support.
c. Council Member Nassar: RETF is a committee of the council. I don't know if you can "brand the committee" to the public. We need to talk to the city manager about this. We are also a "welcoming city." This is a title inspired by the anti-immigration policies of the current administration. You have support in the city already.
d. Council Member Deets: Morgan was supportive of signs in different parts of the city. Come up with a recommendation.
e. Action Steps:
    i. The subcommittee will look into "welcoming city" approved signage and messaging.

9. ETHICS BOARD MEETING REPORT OUT (JUNE 17)

a. There was no meeting on 6/17
b. Next meeting is on 7/15 – James will try to attend

10. DISCUSS REACHING OUT TO COMMUNITY GROUPS

a. Council Member Deets: Public safety committee is being rescheduled to 8/29
b. James: I spoke with the chamber of commerce and they are supportive of our work. Perhaps we can schedule an event on the Winslow Green.
c. Brenda: I spoke with Sheila from BIMA and she wants us to recommend a cultural event

11. REVIEW PUBLIC EMAIL PROCEDURES

a. James: Anything that comes through RETF needs to be forwarded to me as a follow-up.
b. Janna: Did we get any closure on the "blue lives matter" sticker on police cars?
c. **Action Steps**
    i. Council Member Deets: We can discuss the outcome of the "blue lives matter" sticker question at the public safety meeting

12. AGENDA ITEMS FOR AUGUST MEETING

a. Selection of a new RETF member
b. Signage Subcommittee update
c. Ethics committee meeting report out from 7/15
d. Farmer's Market update
e. GARE update

13. COMMENTS FOR THE GOOD OF THE ORDER

a. Cindy Anderson:
    i. Signage – COBI has two properties on 305. You could put a sign on the police dept as well as the Franciscan building. I have a piece of land on the 305 and you can put a sign there.
        1. Council Member Nassar: the city hasn't purchased the property yet
        2. Council Member Deets: The city owns Wayfarer park where thousands of people go by every day
    ii. The Suquamish Tribe – speak with Sarah Van Gelder; she now oversees communications for the tribe.
b. Peggy Erickson: I like the farmer's market idea. A survey would be a good way to capture information.
    i. Karen Vargas is doing research on the history of Bainbridge. You should consult her about historical markers.
c. Sue: We need to keep apprised of the shooting in Poulsbo. When we spoke with our deputy chief, he mentioned that they get called in to help. He also said that he's unaware of the training other police departments get.

14. Adjournment – 8:00 PM

James Friday, Chair — 08/01/2019

CITY OF
BAINBRIDGE ISLAND

RACE EQUITY TASK FORCE
REGULAR MEETING
THURSDAY, AUGUST 1, 2019

MINUTES

1. **CALL TO ORDER / ROLL CALL / ACCEPT OR MODIFY AGENDA / CONFLICT OF INTEREST DISCLOSURE –** 6:30 PM
    a. Agenda accepted as written
    b. No conflicts of interest

MEMBERS: JAMES FRIDAY, CHAIR, SUSAN WILMOT, VICE-CHAIR, KIAN ASHABI, BRENDA FANTROY-JOHNSON, JANNA CHAN, SAVANNA ROVELSTAD

COUNCILMEMBER LIAISONS: JOE DEETS

2. **ACCEPT OR MODIFY MINUTES**
    a. Minutes accepted as written

3. **PUBLIC COMMENTS**

4. **SELECTION OF A NEW RETF MEMBER**
    a. Council Member Deets: Because this task force concludes in December, I would not recommend we start a new search. It will take months to bring someone on.
    b. Kian: What qualities or aspects are we missing in our task force?
        i. Brenda: Someone who is a team player
        ii. James: From the school district
        iii. Janna: Employees from large businesses, non-profits; someone with executive leadership
        iv. Sue: Advocacy/outreach experience
    c. James and Sue: We will identify potential candidates and share them with the RETF. The task force will then send their preferences to Sue and James individually within a set amount of time.
    d. Action Steps:
        i. Janna will add a link to the original candidate list to the shared folder.
        ii. James and Sue will send RETF candidates / RETF will respond with preferences
        iii. Council Member Deets will present final candidate to city council

5. **SIGNAGE SUBCOMMITTEE UPDATE**
    a. Brenda: I like the sign I originally proposed. We need to work on the language. I like the signs in Seattle and Bremerton. The ones in Seattle look "tribal" to indicate that we are on tribal land.
        i. Bainbridge does have "welcoming city" approved language targeted at migrant communities, but this language isn't visible anywhere. Creating these signs is taking action.
    b. Kian: I don't want to give the city this branding when they haven't taken any actions to make Bainbridge a more welcoming city. I think the sign should say it's from the Race Equity Task Force before we're the ones pushing this forward
    c. James: But we're only here because of the city council.
    d. Savanna: Once these signs are out, the city will be held accountable for how it upholds itself as a "welcoming city."
    e. Kian: I'm not opposed to the sign. I just worry that this is the cart before the horse.

f. James motions to accept the sign verbiage:
    i. In favor: James, Sue, Brenda, Savanna, Janna
    ii. Abstain: Kian
g. **Action Steps:**
    i. Brenda will send final verbiage to Council Member Deets who will present it to the city council for discussion.
    ii. Brenda to attend the city council meeting when the item is presented

6. ETHICS BOARD MEETING REPORT OUT FROM 7/15

a. Council Member Deets: The focus was on revising the ethics program.
b. Next meeting is August 19 at 6:30pm
c. **Action Steps:**
    i. James will attend the August meeting

7. FARMER'S MARKET UPDATE

a. James: We have been approved for the market this Saturday, 8/3, and August 31. We are picking up a table and a tent. We need to return the table on Monday. Staffing the table are:
    i. August 3: Brenda, James
    ii. August 31: Brenda, James
b. **Action Items:**
    i. Council Member Deets will petition the city to purchase a button machine
    ii. RETF will strive to volunteer time to staff the booth on both dates

8. GARE UPDATE

a. Council Member Deets: Investing in GARE means we're committed and accountable. We may not get everything we want right away.
b. Sue: Talk is cheap.
c. Recommendation Timeline:
    i. Draft proposal: Week of August 5
    ii. RETF Study Session: Week of August 15
    iii. Feedback on Draft 1: Week of August 19
    iv. Final draft: Week of August 26
    v. Prepare for city council presentation: September 5 business meeting
    vi. **Aim to present to city council on October 1**
d. **Action Steps:**
    i. Council Member Deets will check room availability for GARE study session on 8/15 at 6:30pm
    ii. James will send agenda: Read GARE proposal and come prepared to engage:
        1. How to formulate the ask
        2. What does the city get out of this?
        3. Research where this is done elsewhere – neighboring jurisdictions and quotes

9. COMMENTS FOR THE GOOD OF THE ORDER

a. Peggy Erickson: Regarding the GARE proposal – Bainbridge tends to want to do a good job when it commits to something. I think they will want to see the membership through and build excitement.

b. Agenda Items for Next Meeting:
   i. Farmers Market Debrief
   ii. GARE proposal prep

10. Adjournment – 8 PM

James Friday, Chair 08/15/2019