



CITY OF
BAINBRIDGE ISLAND

**CITY COUNCIL STUDY SESSION
TUESDAY, FEBRUARY 16, 2021**

REMOTE MEETING ON ZOOM

PLEASE CLICK THE LINK BELOW TO JOIN THE WEBINAR:
[HTTPS://BAINBRIDGEWA.ZOOM.US/J/92947338351](https://bainbridgewa.zoom.us/j/92947338351)
OR TELEPHONE: US: +1 253 215 8782
WEBINAR ID: 929 4733 8351

AGENDA

1. **CALL TO ORDER / ROLL CALL - 6:00 PM**
2. **EXECUTIVE SESSION**
 - 2.A **(6:05 PM) Pursuant RCW 42.30.110(1)(g), to evaluate the qualifications of an applicant for employment or to review the performance of a public employee and 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.** 30 Minutes
3. **APPROVAL OF AGENDA/ CONFLICT OF INTEREST DISCLOSURE - 6:35 PM**
4. **FUTURE COUNCIL AGENDAS**
 - 4.A **(6:40 PM) Future Council Agendas,** 10 Minutes
[February 23 City Council Regular Business Meeting.pdf](#)
[March 2 City Council Study Session.pdf](#)
[March 9 City Council Regular Business Meeting.pdf](#)
[March 16 City Council Study Session.pdf](#)
[2021 List of Proposed Future Council Topics for 02162021.docx](#)
5. **PRESENTATIONS**
 - 5.A **(6:50 PM) Public Art Committee Update and Budget Request - Public Art Committee,** 10 Minutes

2021 PAC Presentation.pptx

- 5.B **(7:00 PM) Proposed Expansion to Bainbridge Performing Arts Facility - Bainbridge Performing Arts,** 15 Minutes
2021-02-16 Council Meeting BPA
Background: BPA-ground lease

6. **NEW BUSINESS**

- 6.A **(7:15 PM) Puget Sound Energy (PSE) Franchise Agreement Process - Public Works,** 10 Minutes
PSE Franchise Memo Update 021621.docx
- 6.B **(7:25 PM) Input on Scope of Work for Climate Mitigation/Adaptation Officer Position,** 10 Minutes
Climate Officer Position Job Description Draft

7. **CITY COUNCIL DISCUSSION**

- 7.A **(7:35 PM) Status and Next Steps for Council/Planning Commission Joint Land Use Subcommittee - Council,** 30 Minutes

8. **FOR THE GOOD OF THE ORDER - 8:05 PM**

9. **ADJOURNMENT - 8:15 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.

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CITY OF
BAINBRIDGE ISLAND

City Council Study Session Agenda Bill

MEETING DATE: February 16, 2021

ESTIMATED TIME: 30 Minutes

AGENDA ITEM: (6:05 PM) Pursuant RCW 42.30.110(1)(g), to evaluate the qualifications of an applicant for employment or to review the performance of a public employee and 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.

SUMMARY: Council will hold an executive session pursuant to RCW 42.30.110(1)(g) and RCW 42.30.110(1)(i).

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION: Executive session discussion only.

STRATEGIC PRIORITY: Good Governance

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 Study Session Agenda Bill

MEETING DATE: February 16, 2021

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (6:40 PM) Future Council Agendas,

SUMMARY: Council will review future Council agendas.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: Discussion.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[February 23 City Council Regular Business Meeting.pdf](#)

[March 2 City Council Study Session.pdf](#)

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[March 16 City Council Study Session.pdf](#)

[2021 List of Proposed Future Council Topics for 02162021.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

**CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, FEBRUARY 23, 2021**

REMOTE MEETING ON ZOOM

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3. **APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE**
4. **PUBLIC COMMENT**
 - 4.A **(x PM) Instructions for Providing Public Comment - City Clerk, 15 Minutes**
[Instructions for Providing Public Comment at Remote Meetings.docx](#)
5. **CITY MANAGER'S REPORT**
6. **CONSENT AGENDA**
 - 6.A **(PM) Agenda Bill for Consent Agenda, 5 Minutes**
 - 6.B **Accounts Payable and Payroll,**
 - 6.C **City Council Study Session Minutes, February 2, 2021**

6.D City Council Regular Business Meeting Minutes, February 9, 2021

6.E Special City Council Meeting Minutes, February 10, 2021

6.F Police Vehicle Procurement - Public Works, 5 Minutes
2021 Police Ford Interceptor Quote.pdf
2021 Police Ford Interceptor Upfit Quote.pdf

6.G Ordinance No. 2021-01 Amending Chapter 20.04 BIMC Relating to City Fire Code - Public Works, 5 Minutes
Fire Code 2021 Slides_020921.pptx
UAC Fire Code Memo 050918.pdf
Ordinance No 2021-01 Updating City Fire Code.docx

6.H Ordinance No. 2021-02 Amending Chapter 13.10 BIMC Relating to Regulation of Fire Hydrants & Water Mains - Public Works, 5 Minutes
Ordinance No. 2021-02

6.I Ordinance No. 2021-08, Amending the 2021 Budget to Carry Forward Funding for Work Funded in 2020 but to be Performed in 2021 - Finance, 5 Minutes
Ordinance No. 2021-08 Amending the 2021 Budget to Carry Forward 2020 Items.docx
2020 Budget Carry over into 2021 Transmittal Memo.docx
Ord 2021-08 Attachment A - Carryover Request Final.pdf

7. FUTURE COUNCIL AGENDAS

7.A (x PM) Future Council Agendas, 10 Minutes

8. PRESENTATION(S)

9. PUBLIC HEARING(S)

9.A Conduct Public Hearing on Ordinance No. 2021-09, Bonus FAR Interim Control, 6 Month Extension - Planning, 10 Minutes
Ordinance No. 2021-09 Extending Interim Zoning Control Related to Bonus Density.docx
Ordinance No. 2020-20 Extending Interim Zoning Control Related to Bonus Density Approved 082520.pdf
20201117 City Council Mtg Minutes.pdf
DRAFT Ordinance No. 2021-10 formerly 2020-16.docx
Exhibit_A Ord. 2021-10.docx

10. UNFINISHED BUSINESS

10.A Economic Recovery Grants - Finance, 10 Minutes

Resolution_No._2021-05_Establishing_Small Business Relief Grant Program.docx
KEDA - COBI Grant Program Contract - DRAFT.docx
Web and Applicant Text for Bainbridge Grant Program.docx
Bainbridge CARES - draft grant application v5.pdf

10.B (x PM) Ordinance No. 2021-03 Joint City Council/Planning Commission Land Use Subcommittee Phase I "Triage" Code Changes, 15 Minutes

Ordinance No 2021-03 Triage Code Updates.docx
Ord 2021-03 Exhibit A.docx
ORD 2020-40 Planning Commission Recorded Motion 121020
Background Planning Commission Workplan for Joint Land Use Subcommittee Recommendations
Background Joint Land Use Subcommittee Memorandum Initial Recommendations
Background Joint Land Use Subcommittee Attachment A Table

10.C Appointment to the Race Equity Advisory Committee - Mayor Nassar 5 Minutes
Martinez - Race Equity Advisory Committee - formerly Task Force (Redacted).pdf

11. NEW BUSINESS

11.A Race Equity Welcoming Sign Approval and Budget Amendment - Public Works, 10 Minutes
City Council_2021-02-23.pdf

11.B (xx PM) Farm Housing Proposal at Morales Property - Friends of the Farms 10 Minutes
Transmittal memo Morales housing proposal 10202020
FotF - Morales Farm Background 10-20-20 Study Session.pdf
ReHome Flyer.pdf
FotF-ReHome 10-20-20 Council Presenters.pdf

11.C Recommendation from Climate Change Advisory Committee and Utility Advisory Committee on Puget Sound Energy Franchise Agreement Process, CCAC and UAC 10 Minutes

12. CITY COUNCIL DISCUSSION

12.A Hazard Pay for Grocery Workers - Councilmember Fantroy-Johnson, 20 Minutes

12.B (x PM) Feedback on Proposed Changes to Governance Manual - Council, 10 Minutes

13. COMMITTEE REPORTS

14. FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

GUIDING PRINCIPLES

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CITY OF
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**CITY COUNCIL STUDY SESSION
TUESDAY, MARCH 02, 2021**

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2. **EXECUTIVE SESSION**
3. **APPROVAL OF AGENDA/ CONFLICT OF INTEREST DISCLOSURE**
4. **FUTURE COUNCIL AGENDAS**
 - 4.A **(x PM) Future Council Agendas**, 10 Minutes
5. **PRESENTATIONS**
 - 5.A **Winslow Wastewater Treatment Plant Influent/Effluent Study Results**
20 Minutes
6. **UNFINISHED BUSINESS**
7. **NEW BUSINESS**
8. **CITY COUNCIL DISCUSSION**
 - 8.A **Workplan Discussion - City Council**, 2 Hours
9. **FOR THE GOOD OF THE ORDER**
10. **ADJOURNMENT**

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**CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, MARCH 09, 2021**

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AGENDA

1. **CALL TO ORDER/ROLL CALL - 6:00 PM**
2. **EXECUTIVE SESSION**
3. **APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE**
4. **PUBLIC COMMENT**
 - 4.A **(6:10 PM) Instructions for Providing Public Comment - City Clerk**, 15 Minutes
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5. **CITY MANAGER'S REPORT**
6. **CONSENT AGENDA**
 - 6.A **(PM) Agenda Bill for Consent Agenda**, 5 Minutes
 - 6.B **Accounts Payable and Payroll**,
7. **FUTURE COUNCIL AGENDAS**
 - 7.A **(x PM) Future Council Agendas**, 10 Minutes
8. **PRESENTATION(S)**
9. **PUBLIC HEARING(S)**

10. UNFINISHED BUSINESS

10.A Transportation Benefit District (Traffic Calming and Climate Mitigation) Funding Discussion and Budget Amendment - Public Works, 15 Minutes

10.B Capital Improvement Plan Grant Update - Public Works 10 Minutes

11. NEW BUSINESS

11.A (x PM) Ordinance No. 2021-05 (Formerly Ordinance No. 2020-04), Adopting Small Wireless Facility Design Standards, 30 Minutes

Ordinance No. 2021-05, Adopting Small Wireless Facility Design Standards - CC Public Hearing Draft
Ordinance No. 2020-04, Adopting Small Wireless Facility Design Standards - PC Public Hearing Draft
SWF Planning Commission Minutes 20201308

11.B (x PM) Ordinance No. 2021-06, Terminating the Interim Wireless Communications Facilities Ordinance No. 2020-22 5 Minutes

Ordinance No. 2021-06 Terminating Interim Official Control SWFs.

11.C Discussion of Police/Court Facility, 20 Minutes

12. COMMITTEE REPORTS

13. FOR THE GOOD OF THE ORDER

14. ADJOURNMENT

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2. **EXECUTIVE SESSION**
3. **APPROVAL OF AGENDA/ CONFLICT OF INTEREST DISCLOSURE**
4. **MAYOR'S REPORT**
5. **FUTURE COUNCIL AGENDAS**
 - 5.A **(x PM) Future Council Agendas**, 10 Minutes
6. **PRESENTATIONS**
 - 6.A **Presentation, Sustainable Transportation Plan Update - Project Evaluation and Scenario Development - Public Works** 20 Minutes
7. **UNFINISHED BUSINESS**
 - 7.A **Multifamily Tax Exemption (MFTE) Update** 30 Minutes
8. **NEW BUSINESS**
 - 8.A **Results of Fee Study for Planning and Community Development by Consultant, FCS Group** 60 Minutes

9. CITY COUNCIL DISCUSSION
10. FOR THE GOOD OF THE ORDER
11. ADJOURNMENT

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CITY OF
BAINBRIDGE ISLAND

Memorandum

Date: February 16, 2021
To: City Council
From: Ellen Schroer, Interim City Manager
Subject: Proposed Future City Council Topics

The table below provides a list of potential future City Council topics that have been identified by one or more councilmembers but have not yet been placed on an agenda, or added to an agenda for consideration of placement.

TOPIC

- Ethics Program
- Restorative Justice Disciplinary Procedures
- Schedule joint Ethics/Council meeting



CITY OF
BAINBRIDGE ISLAND

City Council Study Session Agenda Bill

MEETING DATE: February 16, 2021

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (6:50 PM) Public Art Committee Update and Budget Request - Public Art Committee,

SUMMARY: The Public Art Committee will propose four items for expenditure in 2021. The total requested is \$24,125 from the Public Art Subfund. The City Council can consider each request separately.

AGENDA CATEGORY: Presentation

PROPOSED BY: Executive

RECOMMENDED MOTION: I move to authorize the City Manager to make expenditures from the Public Art Subfund for:

- 1) Professional services related to Something New III
- 2) Project expenses for Something New IV
- 3) Open Call for Art
- 4) Subscription for Otocast digital wayfinding application.

and

I move to direct the City Manager to prepare and execute professional services agreements with Arts and Humanities Bainbridge related to digital marketing services and the Otocast application.

STRATEGIC PRIORITY: Healthy and Attractive Community

FISCAL IMPACT:

Amount:	\$24,125
Ongoing Cost:	
One-Time Cost:	\$24,125
Included in Current Budget?	No

BACKGROUND: It is the policy of the City to further the inclusion of art in public places on Bainbridge in order to better enhance the spirit and sensibilities of its residents. The Public Art Committee (PAC) manages the City's public art portfolio and makes recommendations related to art in public spaces.

The City maintains a public art subfund, which is funded by transfers from the General Fund. This subfund has been used to purchase public artwork and for major maintenance over the years. The proposal for 2021 includes using the subfund for consultants and a subscription. This would be a new use of public art funding.

ATTACHMENTS:

[2021 PAC Presentation.pptx](#)

FISCAL DETAILS: The current balance in the Public Art Subfund is roughly \$250,300.

Fund Name(s):

Coding:

Public Art Program

Public Art Committee &

Arts & Humanities Bainbridge

February 16, 2021



public
art



What does the Public Art Committee do?



We enhance the vibrant culture and natural beauty of Bainbridge Island by inspiring communal conversation and individual contemplation through art in public spaces.

As published in AHB's Public Art Committee (PAC) mission.

Tribute Baskets by Christine Clarke located in Waypoint Park

What do we need today?

- Modification to Something New III Budget
 - a. Add funding for digital media campaign
- Approval for proposed 2021 public art program budget
 - a. Something New IV
 - b. Open Call for Art
 - c. Otocast digital wayfinding app



Something New III sculptures in Winslow

Modification to Something New III Budget



We are asking for additional funds, to support a digital marketing campaign for Something New III

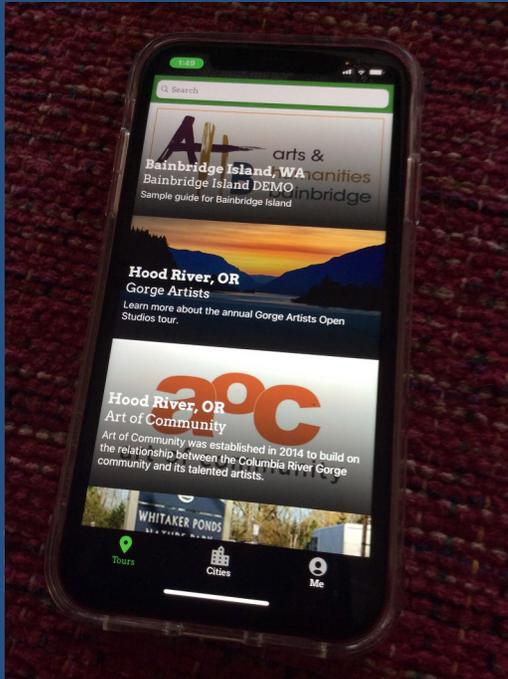
The digital marketing campaign will aim to increase interactions between locals, tourists, and the incredible public art pieces we have placed on the island.

The Something New program debuted in downtown Winslow in 2018. The project brought a collection of sculptures to outdoor sites around Winslow for a yearlong exhibition. New pieces are selected and rotated into these permanent locations annually, bringing “something new” to Bainbridge Island year after year.

For full budget see addendum

“Hand in Hand” by Will Robinson located in Waterfront Park

Approval for Proposed 2021 Budget



Public Art Committee budget request \$24,125

- Something New IV - \$17,000
 - Includes, two new bases (total of five), the Call for Art, honorariums, people's choice award and promotions and more
- Open Call for Art - \$600
 - PAC will return for the full project request
- Otocast Online Public Art Mapping App - \$1,500
 - Year one, 10 locations
- Digital Marketing Campaign - \$3,600
 - Six month consultant contract

For full budget see addendum



Questions?

Thank you for supporting public art on Bainbridge Island and the Public Art Committee!

2021 PAC Budget Addendum

Public Art Budget Request

Public Art Program - Proposed 2021 Budget	
Program Budget	2021-22 Draft Budget
Something New IV	
Bases (2 new bases)	\$0.00
Honoraria (5 artists, jury for art selection)	\$5,400.00
Program Subtotal	\$5,400.00
Call for Art (CaFe, other art web sites)	\$600.00
People's Choice Honorarium	\$1,000.00
Promotion & Publicity	
Digital Marketing Campaign	\$5,000.00
Artist Videos - Content Portfolio	\$2,000.00
Opening Reception (if and when possible)	\$500.00
Artwork Plaques	\$500.00
Art Rotation	\$0.00
AHB Project Management	\$2,000.00
Administrative Subtotal	\$11,600.00
Contingency Fee (15%)	\$1,740.00
TOTAL SOMETHING NEW IV	\$17,000.00

Public Art Budget Request

New Public Art Projects	
Open Call for Art	
Call for Art (CaFe, other art web sites)	\$600.00
Digital Marketing Campaign	
Six month consultant contract (\$600 / month)	\$3,600.00
Otocast – Online Public Art Mapping Application (year one)	
(10 locations in Winslow Corridor @ \$150 / locale pin)	\$1,500.00
AHB Program Management 15% (non-SN IV)	\$1,425.00
Total Public Art Committee Request for 2021	\$24,125.00



CITY OF
BAINBRIDGE ISLAND

City Council Study Session Agenda Bill

MEETING DATE: February 16, 2021

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (7:00 PM) Proposed Expansion to Bainbridge Performing Arts Facility - Bainbridge Performing Arts,

SUMMARY: Staff from Bainbridge Performing Arts will present a proposed addition to their current building, which is located next to Town Square on land leased from the City of Bainbridge Island.

AGENDA CATEGORY: Presentation

PROPOSED BY: Executive

RECOMMENDED MOTION: Information only.

STRATEGIC PRIORITY: Vibrant Economy

FISCAL IMPACT:

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

BACKGROUND: BPA is proposing an expansion of its current facility. This proposal is currently in the preapplication phase.

ATTACHMENTS:

[2021-02-16 Council Meeting BPA](#)

[Background: BPA-ground lease](#)

FISCAL DETAILS: N/A

Fund Name(s):

Coding:



CITY COUNCIL PRESENTATION

FEBRUARY 16, 2021

BUXTON CENTER FOR BAINBRIDGE PERFORMING ARTS

200 MADISON AVE N
BAINBRIDGE ISLAND, WA 98110



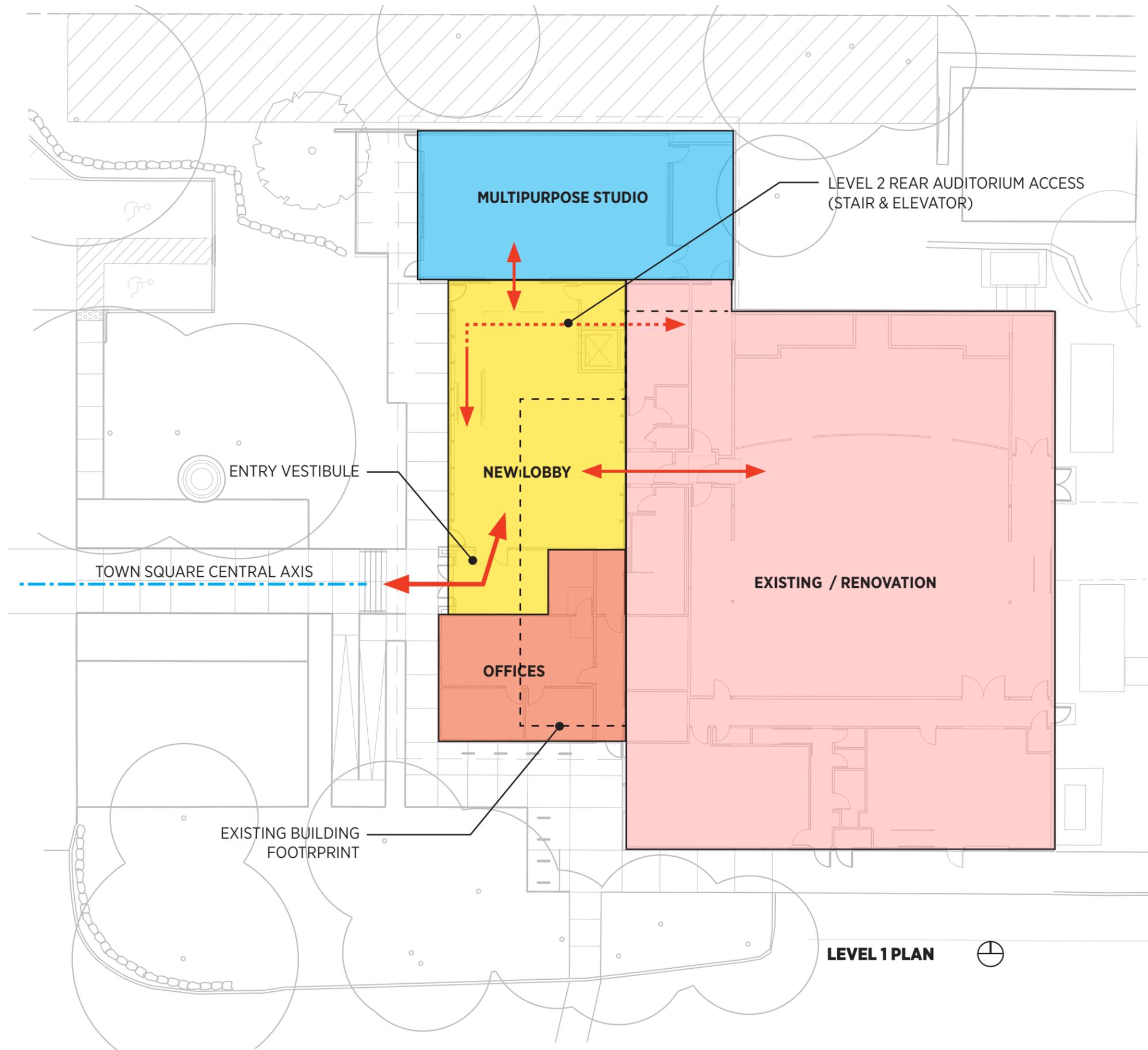
BAINBRIDGE
PERFORMING
ARTS



GROUNDSWELL

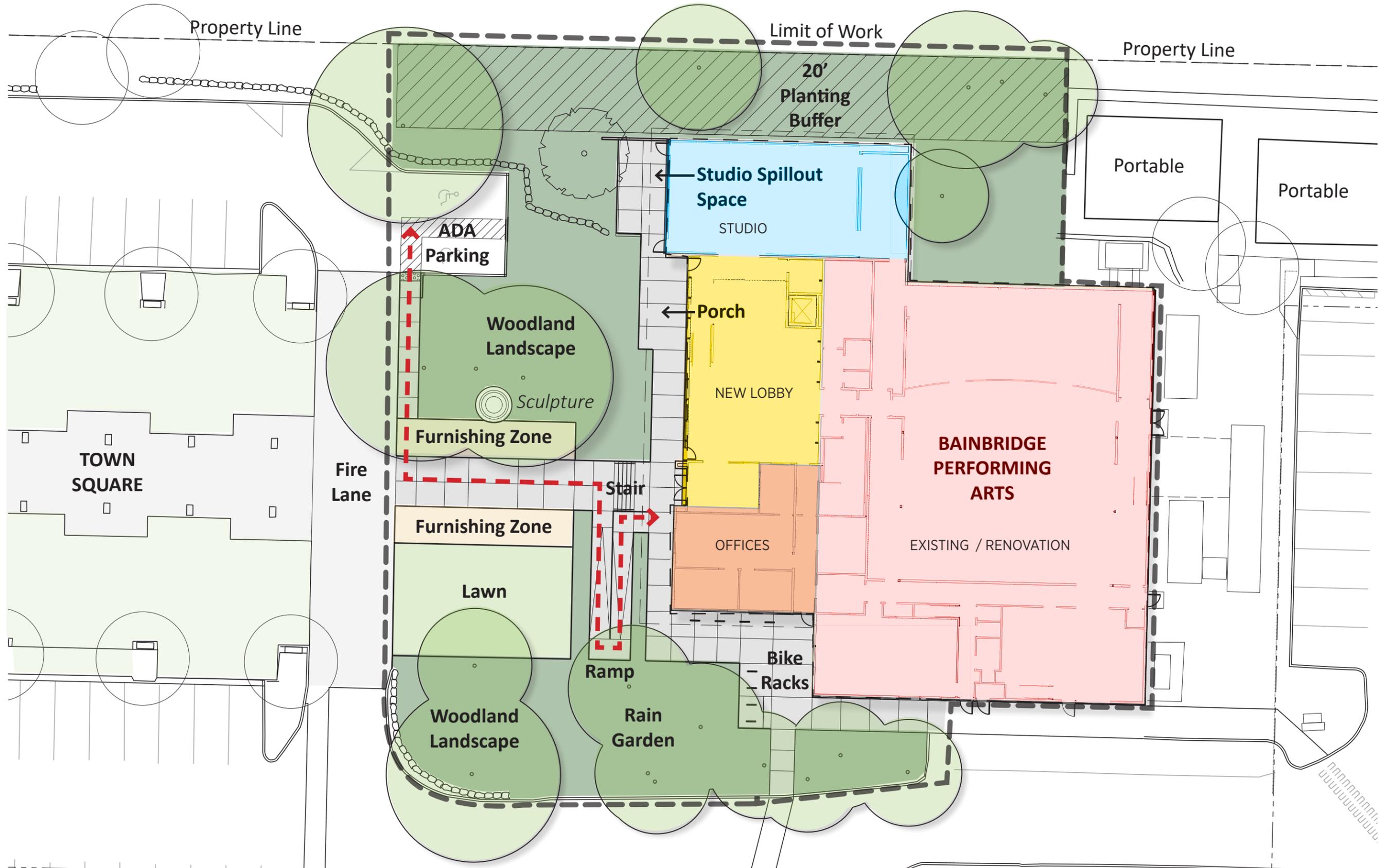
PROJECT GOALS

1. Enhance shared public realm and better connect to the cultural and civic campus
2. Create a thoughtful and contextual addition to the existing space that retains the unique character of a site nestled in landscape
3. Welcome patrons and the public with a transparent and inviting lobby that blends indoor and outdoors
4. Improve audience and user experience, building functionality, and support BPA daily activities with an inspiring design
5. LEED Silver Certification



CONCEPTUAL SITE PLAN

NEW ADDITION = +/- 5000 SF

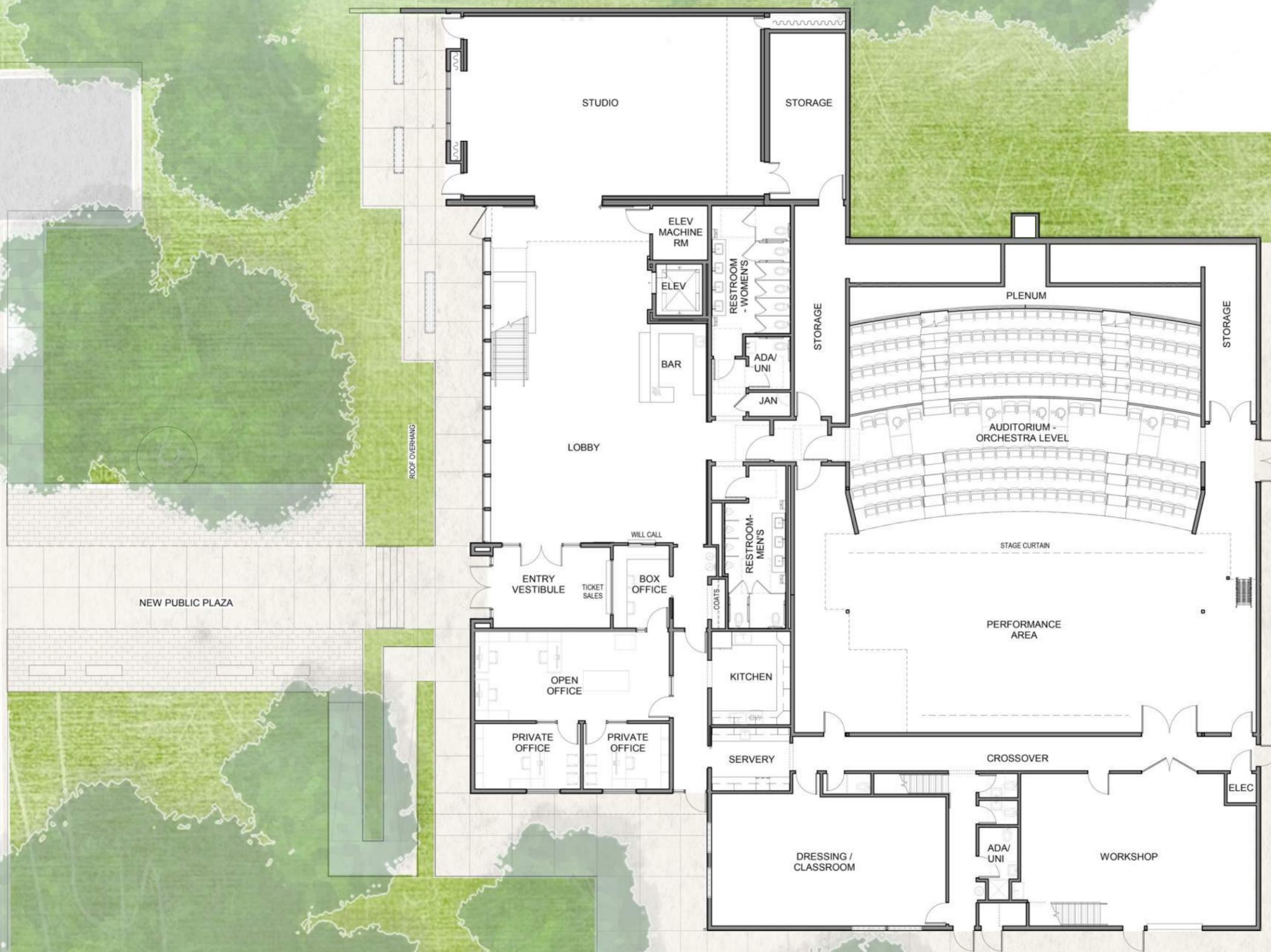


MASSING IN CONTEXT

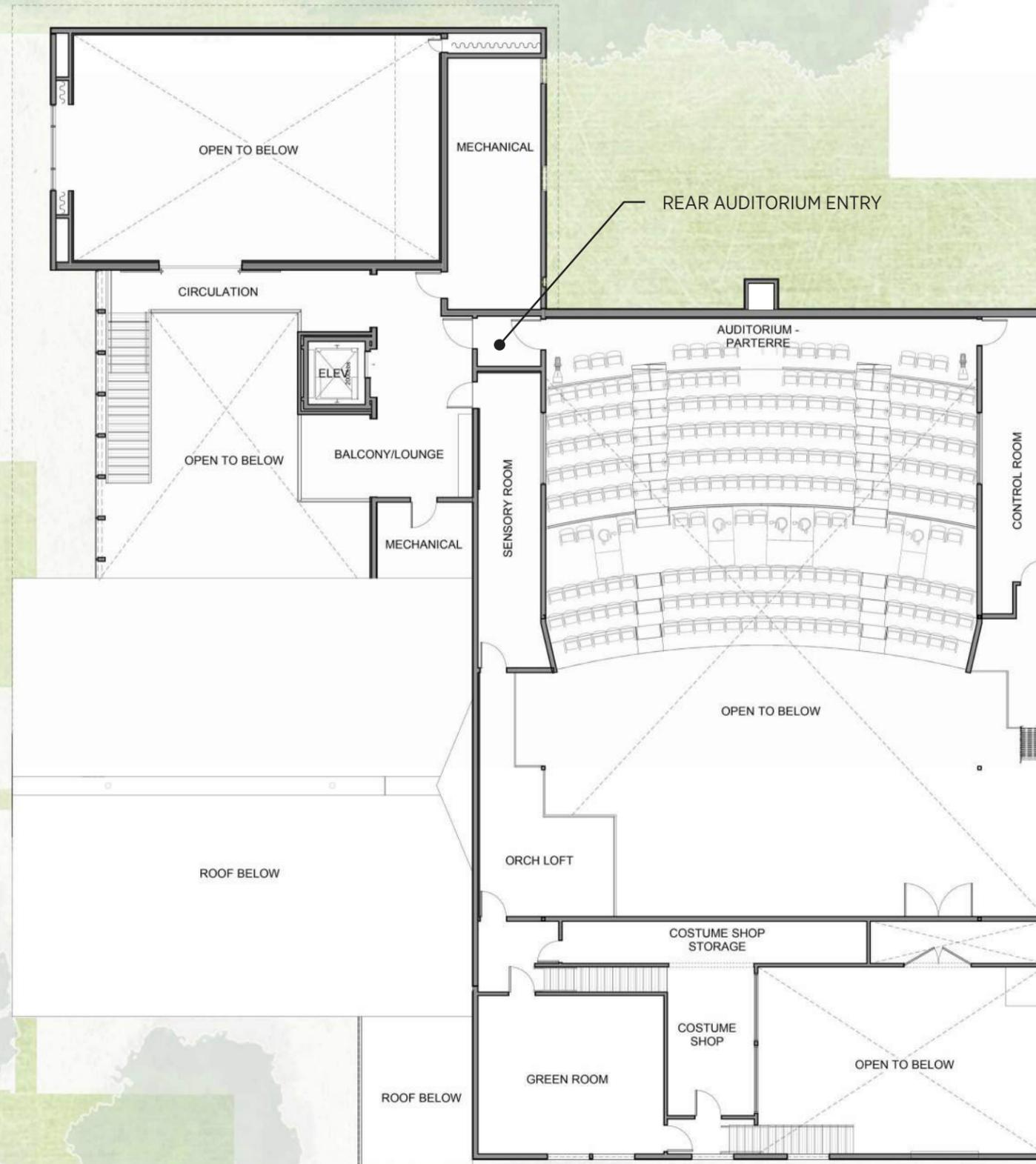
1. ENTRY ALIGNMENT
2. TOWN SQUARE
3. ADA PARKING
4. PEDESTRIAN PATH TO ERICKSON
5. PORTABLES
6. MADRONE ALLEY
7. LARGE FIR TREE
8. RAIN GARDEN



LEVEL 1 PLAN



LEVEL 2 PLAN















GROUND LEASE

THIS LEASE is made and entered into this 24th day of June, 1991, (herein called the "Date of This Lease") by and between THE CITY OF WINSLOW, a municipal corporation (hereinafter referred to as "City"), and BAINBRIDGE PERFORMING ARTS, a Washington nonprofit corporation (hereinafter referred to as "BPA").

1. Premises.

1.1 **Subdivision; Easement.** The City shall subdivide the real property described on Exhibit A into two (2) lots. The easterly lot is described on Exhibit B and is referred to herein as the "Real Property." The westerly lot is described on Exhibit C and is referred to herein as the "Easement Tract." City hereby grants to Lessee a nonexclusive easement appurtenant to the Real Property, 37 feet in width, in, under and across the Easement Tract from the Real Property to Madison Avenue, in a location to be agreed upon by the parties, for ingress, egress and utilities. When the location of the easement has been agreed upon, the parties shall execute an amendment to this Lease specifying such location and execute and record an amendment to the Memorandum of Lease to give notice of such location. The easement herein granted shall terminate on the expiration or earlier termination of the term of this Lease.

1.2 **Lease of Real Property.** City hereby leases to BPA and BPA hereby leases from City the Real Property, together with all rights, privileges, servitudes, appurtenances and easements pertaining or relating thereto for the terms and upon the covenants, conditions and stipulations hereinafter set forth.

1.3 **Construction of Access Road.** BPA shall construct an asphalt paved access road to City standards, including sidewalks on one side, landscaping, curbs, gutters and storm drainage on the westerly 190 foot portion of the easement granted pursuant to Section 1.1 and a 24 foot wide asphalt driveway on the remaining easterly 139 foot portion, approximately, of the easement granted pursuant to Section 1.1, to serve the Real Property (collectively, the "Access Road"). After construction of the Access Road by BPA, City shall provide reasonable repair and maintenance of the Access Road, including, without limitation, repair of pot holes and cracks.

2. **Construction of Performing Arts Facility.** BPA shall construct a performing arts building and related amenities and improvements on the eastern portion of the Real Property and an asphalt paved parking lot and related amenities and improvements on the western portion of the Real Property (such performing arts building, parking lot and related amenities and improvements are hereinafter collectively referred to as the "Performing Arts Facility"). The building will be constructed to

contain not less than 6000 gross square feet of space and shall include a kitchen area of not less than 100 square feet of space, equipped with warming ovens, cooktops, dishwasher, sink with disposal, microwave oven and refrigerator freezer. The parking lot to be constructed by BPA shall include not less than fifty-six (56) parking spaces. BPA shall consult with City as to the plans and specifications for the construction of the Performing Arts Facility and the Access Road. BPA agrees to construct and design the Performing Arts Facility and the Access Road in accordance with the following conditions:

2.1 BPA shall pay all costs associated with the construction, including, without limitation, site preparation, storm drainage, power, water, sewer, telephone, cable TV (if desired by BPA), curbs, sidewalks, building construction, asphalt overlay, lighting, landscaping and striping, and architectural, engineering and utility hook-up fees and charges. All power, telephone and cable TV, if any, shall be underground. BPA shall obtain all necessary permits and licenses for the construction.

2.2 BPA shall enter into a construction contract with a licensed and bondable contractor. The construction contract shall at a minimum provide for:

2.2.1 A specified period of time in which the work is to be completed;

2.2.2 If reasonably required by City, a performance, payment and guarantee bond conditioned upon faithful performance of the contract and the payment of all laborers, mechanics, subcontractors and materialmen. If required, the bond shall also guarantee that the contractor shall, at any time within a period of one year after the date of final acceptance by BPA of the Performing Arts Facility and the Access Road, and upon notice from BPA, replace or repair any part or parts of the Performing Arts Facility and the Access Road which are unsatisfactory due to faulty construction or workmanship; and

2.2.3 Contractor's public liability and property damage insurance with coverage satisfactory to City. City shall be named as an additional insured on the liability policy and as a loss payee, as its interests appear, on the property damage policy.

2.3 Prior to execution of a construction contract, BPA shall provide to City assurances satisfactory to City that BPA has financing in place or is financially capable of completing the construction. Such assurances shall include evidence that (a) BPA has received funds for construction of the Performing Arts Facility and the Access Road in an amount at least equal to forty percent (40%) of the approved construction budget (some of which may already have been spent on the construction project), from donations, grants and secured pledges; (b) BPA has received funds for construction of the Performing Arts Facility and the Access Road, from donations, grants, secured pledges and uncollected unsecured pledges totalling at least ninety percent (90%) of the approved construction budget; and (c) BPA has commitments from

other sources, such as loans or in-kind contributions, to provide the resources to complete the construction and to pay for all costs of the approved construction budget within sixty (60) days after completion of construction. As used herein, "secured pledge" means a pledge with respect to which the funds to be donated are in trust or otherwise on deposit and available to BPA subject only to the passage of time (not to exceed three (3) years after the commencement of construction) or fulfillment of other conditions that will be fulfilled by completion of construction; "unsecured pledges" means commitments to make donations toward the construction costs within three (3) years after commencement of construction as evidenced by signed pledge cards; and the "approved construction budget" means Seven Hundred Fifty Thousand Dollars (\$750,000). BPA may approve a higher construction budget, provided, however, that if it does so, BPA shall not commence construction until subsections 2.3(a), 2.3(b) and 2.3(c) are complied with and, in addition, BPA has received funds for construction of the Performing Arts Facility and the Access Road in an amount equal to the increase in the construction budget. Such assurances shall be delivered to the City Administrator, with copies to each member of the City Council. If such assurances are not disapproved by the City in writing within twenty-one (21) days after delivery thereto, they shall be deemed satisfactory to City. Notwithstanding the foregoing, if construction has not commenced within ninety (90) days after City has approved such assurances (or they have been deemed satisfactory as provided above), City's approval of such assurances shall lapse, and this condition shall be reinstated, to be satisfied as provided above.

2.4 BPA shall employ an architect licensed by the State of Washington.

2.5 The Performing Arts Facility and the Access Road shall be constructed in accordance with all applicable laws, ordinances and regulations.

2.6 BPA shall commence construction no later than three (3) years after the Date of this Lease and shall diligently prosecute construction to completion. If commencement of construction is delayed at any time (including but not limited to delays in design, financing, and subleasing) by any act or neglect by City, by government agencies (including but not limited to delay resulting from environmental impact requirements or in obtaining any necessary building or use permits), by casualties or acts of God or by other matters beyond the reasonable control of BPA, then the time to commence construction shall be extended for a time equal to any such delay. In the event that such construction is not so commenced within such period (including permitted extensions), then City may cancel and terminate this Lease. Construction shall be substantially completed within eighteen (18) months from the commencement of construction, the completion date being subject to extension for any of the delays set forth in this paragraph.

3. **Use of Performing Arts Facility.** BPA shall use the Performing Arts Facility solely as a performing and visual arts and theater facility and for related activities. BPA may also make the Performing Arts Facility available for use for any lawful purpose, on a fee basis, to any other organizations or individuals when such use does not conflict with BPA's activities, except that BPA shall not make the Performing

Arts Facility available to any commercial enterprise on a continuous basis or a regularly scheduled basis such as weekly or monthly. In making the Performing Arts Facility available to others, BPA shall endeavor to give preference to uses which are nonprofit or which benefit the community. Such fees shall be commercially fair and reasonable in the community. BPA shall also make the Performing Arts Facility available, free of charge, for use by City at City's request with reasonable prior notice, when such use does not conflict with the activities of BPA or of the organizations or individuals to whom BPA has, prior to such request, committed to make the Performing Arts Facility available for use. To assist City in planning its use of the Performing Arts Facility and in enforcing the parking restrictions described in Section 4, on or before the tenth (10th) day of each calendar month, BPA shall provide to City a schedule indicating the then scheduled performances, classes or other events or activities at the Performing Arts Facility for the current and succeeding month, and indicating when weekend, holiday or evening parking will be reserved. If City uses the Performing Arts Facility, it shall be responsible for clean up, restoration and repair of any resulting damage, and shall indemnify BPA against and hold BPA harmless from any claims for property damage or personal injury, and any loss, liability, damage, cost or expense including reasonable attorneys' fees arising out of such use by City and not caused solely by the negligence of BPA. BPA shall provide an annual report to the Winslow City Council on or before January 31 of each year on the activities in the Performing Arts Facility during the preceding year.

4. **Use of Parking Spaces.** Nine of the parking spaces constructed by BPA pursuant to Section 2 shall be reserved for the exclusive use, free of charge, by the staff and visitors of BPA and the organizations or individuals to whom BPA has made the Performing Arts Facility available for use. The remaining parking spaces shall be available for public use on such terms as are established City; provided that the parking spaces shall not be used for ferry commuter parking and provided further, that BPA, at its option, may reserve such remaining parking spaces for use of patrons of BPA or the organizations or individuals to whom BPA has committed to make the Performing Arts Facility available for use, during scheduled performances, classes or other events or activities on weekends and holidays and on weekdays after 5:00 p.m. Any fees collected by City for use of the parking spaces shall belong to City, but in no event shall fees be charged to BPA or its patrons, or to the organizations or individuals of the community to whom BPA has made the Performing Arts Facility available for use, or their patrons, for such weekend, holiday or evening parking.

5. **Term; Automatic Extensions.** The initial term of this Lease shall commence on the Date of This Lease and, unless sooner terminated or cancelled as provided herein, shall expire thirty (30) years after the Date of this Lease; provided, however, that if (a) BPA or its successor is not in material default and (b) BPA or its successor is, at the expiration of the initial term or extended term, engaged in sponsoring or promoting the performing arts and related activities, the term shall be automatically extended for two successive thirty (30) year extended terms, upon the same terms and conditions.

6. Effect of Holding Over. Any holding over after the expiration of the lease term, with City's consent, shall be construed to be a tenancy from month to month, at the same rental as required to be paid by BPA under Section 7 hereof, and shall be upon the terms and conditions herein specified.

7. Rental.

7.1 Amount. The monthly rent to be paid by BPA (after issuance of a certificate of occupancy for the Performing Arts Facility) shall be one percent (1%) of BPA's Box Office Receipts received during such month, which shall be defined as the gross proceeds of ticket sales for BPA's productions in the Performing Arts Facility, including its orchestra concerts, but excluding the Seattle Symphony family concert, independent touring or other arts organization productions booked into the Performing Arts Facility by BPA, and BPA's fund raising events and activities. Box Office Receipts do not include fees charged to other organizations or individuals for use of the Performing Arts Facility or the proceeds of ticket sales collected by organizations or individuals using the Performing Arts Facility. City agrees that all rent monies it receives from BPA hereunder shall be deposited in an arts enrichment fund and shall be used for the development of public art works and projects promoting the arts. The rent shall be payable monthly on or before the fifteenth day of each month following a month in which BPA has generated Box Office Receipts.

7.2 Examination of Records. City may, upon prior notice to BPA, and at a reasonable and mutually agreeable time, examine the books of accounts and business records of BPA relating to the activities conducted in the Performing Arts Facility for the sole purpose of verifying the amount of rent paid by BPA to City.

8. Additional Consideration.

8.1 Real Property. As additional consideration for City's agreement to allow BPA to develop and use the Performing Arts Facility on the Real Property, BPA agrees to convey to City real property located near High School Road and Madison Avenue, which property is legally described on Exhibit D attached hereto and incorporated herein by this reference (the "High School Road Property"). Closing shall occur on or before five years (5) after the date hereof.

8.2 Title and Conveyance. Title to the High School Road Property shall be conveyed by BPA to City (to be held for and on behalf of the City's street funds) on closing by bargain and sale deed free of liens and encumbrances arising by or through BPA; provided, however, that BPA shall be free to use the High School Road Property as collateral for construction financing prior to conveyance to City.

8.3 LID 13 Assessments. On closing, City shall reimburse BPA for any assessments paid by BPA on behalf of the High School Road Property in LID 13; provided, that City may pay the LID 13 assessment in full on behalf of BPA prior to the date of closing.

8.4 Title Insurance. On closing, BPA shall provide to City a title insurance policy with standard coverage with liability not to exceed Thirty-Five Thousand Dollars (\$35,000), insuring title to the High School Road Property in City subject to the conditions, stipulations, exclusions and printed exceptions in the policy form, and all rights, covenants, restrictions, easements and encumbrances of record except any arising by, through or under BPA.

9. Taxes and Assessments.

9.1 Taxes. BPA agrees to pay promptly, as the same become due during the term of this Lease, all taxes levied upon and assessed against the Real Property and the Performing Arts Facility which are due and payable during the term of this Lease, including the excise tax levied upon BPA's interest pursuant to RCW 82.29A (except for taxes assessed for or payable for any period of time prior to or after the term of this Lease, which taxes shall be paid by City).

9.2 Special Assessments. Special assessments applicable to the Real Property and the Performing Arts Facility shall be paid by BPA, but only to the extent that such assessments become due and payable in full or in installments during the term of the Lease.

9.3 Personal Property Taxes. BPA shall pay as the same become due and payable, all personal property taxes, special assessments and other charges levied upon or assessed against the personal property owned by BPA and located on the Real Property and which are, or will become, a lien against the Real Property.

9.4 Indemnification. BPA agrees to indemnify, save and hold harmless City and the Performing Arts Facility from all taxes, special assessments and charges for which BPA has obligated itself hereunder.

10. Insurance.

10.1 Property and Casualty Insurance. BPA shall at all times during the term of this Lease and any extension hereof, at BPA's own expense, keep in effect and force a casualty insurance policy in an amount sufficient to provide coverage of not less than one hundred percent (100%) of the full insurable value of the Performing Arts Facility. The term "full insurable value" shall mean actual replacement value. Such policy shall be procured from a responsible insurance company authorized to do business in the State of Washington and rated AX or better in "Best's Insurance Guide". Such policy of insurance shall be issued in the names of BPA and City as their respective interests may appear, with a loss payee endorsement in favor of such lender or lenders who may from time to time hold loans for which an assignment of this Lease or a lien against BPA's leasehold estate in the Real Property is security. In the event of a loss payable under the insurance policy, the proceeds thereof shall (with the consent of any lender or lenders who may from time to time hold loans for which an assignment of this

Lease or a lien against BPA's leasehold estate in the Real Property is security) be used in the following manner:

10.1.1 In the event that loss results from total or substantial destruction of the Performing Arts Facility, and BPA elects to rebuild the improvements under the provisions of Section 11.1, then such proceeds shall be used for such rebuilding, with any balance remaining being paid to BPA.

10.1.2 In the event that loss results from damage which BPA is required to repair under the provisions of Section 11.2, the proceeds shall be used to pay the cost of such repairs, with any balance remaining being paid to BPA.

10.1.3 In the event loss results from total or substantial destruction of the Performing Arts Facility and BPA does not elect to rebuild under Section 11, then the proceeds from such loss will first be used to pay in full any loan for which an assignment of this Lease or a lien against BPA's leasehold estate in the Real Property is security, and then the proceeds shall be used to pay for the cost of removing all debris from the Real Property, the cost of filling any excavations caused by the construction of the Performing Arts Facility, and the balance (if any) shall be paid to BPA; provided, that if such total or substantial destruction occurs during the last five (5) years of the initial term or any extended term of this Lease, and BPA elects not to rebuild, then BPA shall be paid that portion of the remaining balance of the proceeds which results from multiplying a fraction, the numerator of which is the number of unexpired years on such term of this Lease and the denominator of which is thirty (30) years, times the balance of the proceeds remaining after the deductions (excluding the payment of the balance to BPA) described above in this Section 10.1.3, and then all remaining proceeds shall be paid to City.

10.2 Liability Insurance. BPA agrees to obtain, pay for and maintain, throughout the term of this Lease, a policy of commercial general liability insurance, naming City therein as an additional insured and providing for liability coverage in the amount of One Million Dollars (\$1,000,000) per occurrence with an aggregate coverage of not less than Two Million Dollars (\$2,000,000) per year. No more frequently than every five (5) years if, in the opinion of City, acting reasonably, by presenting comparable data to BPA on similar facilities and uses in other municipalities, the limits of the insurance coverage are no longer adequate, City may require BPA to increase the insurance coverage to a reasonable amount, and failure within a reasonable time after notice to obtain the additional insurance coverage shall be a default by BPA hereunder.

10.3 Evidence of Insurance. BPA shall deliver to City copies of all policies or certificates of insurance BPA is required to keep in force under the provisions of this Section 10.

11. Destruction.

11.1 Total or Substantial Destruction. In the event that the Performing Arts Facility is totally destroyed or substantially destroyed by fire or other casualty so as to render the Performing Arts Facility unfit for the purpose for which it was constructed, BPA shall have the option to elect whether it will rebuild the Performing Arts Facility or terminate this Lease. BPA shall notify City within one hundred twenty (120) days from the date of the total or substantial destruction of the Performing Arts Facility as to whether it elects to rebuild the Performing Arts Facility or terminate this Lease. In the event that BPA elects to rebuild the Performing Arts Facility, it shall commence the work of rebuilding with due diligence and carry the same through to completion without undue interruption or delay, other than interruptions or delays due to matters beyond the control of BPA. BPA shall be entitled to receive the proceeds of the insurance required under Section 10. In the event that the lender or lenders holding loans secured by an assignment of this Lease or a lien against BPA's leasehold estate in the Real Property at the time of the total or substantial destruction shall refuse to consent to the use of the proceeds for rebuilding but shall require the same to be applied to the payment of their loan(s), then and in that event, the proceeds shall be collected and remitted to BPA and the lender as their respective interests may appear, and BPA shall be entitled to attempt to obtain a new loan in accordance with Section 18 covering the right of BPA to obtain financing for the Performing Arts Facility. In the event BPA shall elect not to rebuild, then BPA shall cause all debris from the substantially destroyed Performing Arts Facility to be removed from the Real Property and shall cause any excavations caused by the construction to be filled. Failure of BPA to notify City within one hundred twenty (120) days from the date of total or substantial destruction of the Performing Arts Facility of BPA's election to rebuild the Performing Arts Facility shall constitute an election not to rebuild and termination of this Lease.

11.2 Less Than Substantial Destruction. In the event that the Performing Arts Facility or any part thereof is less than substantially destroyed by fire or other casualty so as to not render the Performing Arts Facility unfit for the purpose for which it was constructed, then BPA shall commence the work of repair or reconstruction with due diligence and carry the work of repair or reconstruction through to completion without undue interruption or delay, other than interruptions or delays beyond the reasonable control of BPA. BPA shall be entitled to receive the proceeds of the insurance required under Section 10.

11.3 Reconstruction. All work of rebuilding, reconstruction or repair under subsections 11.1 or 11.2 shall be performed in accordance with all applicable laws, codes and regulations and, unless otherwise agreed by City, will contain at least the same square footages, equipment and facilities as are described in Section 2. BPA shall consult with City as to the plans and specifications for any rebuilding or reconstruction of the Performing Arts Facility.

12. Maintenance. Except as otherwise provided in Section 11, and except for ordinary wear and tear, BPA assumes responsibility for the condition of the Real

Property and Performing Arts Facility during the term of this Lease and shall keep the Real Property and Performing Arts Facility in good and safe condition and in reasonably good repair, and in accordance with all applicable laws and regulations. On the termination of this Lease as provided herein, BPA shall yield the Real Property and the Performing Arts Facility to City in good condition and repair, ordinary wear and tear and loss by fire or other casualty causing substantial or total destruction excepted; provided, that in the event of such total destruction BPA shall comply with the requirements of Section 11. City shall not, during the term of this Lease, be required to make any repairs to the Real Property or the Performing Arts Facility, except such repairs as may have been caused by the negligent acts of City, its agents, representatives or employees.

13. **Utilities.** BPA shall pay (or cause to be paid) all charges for gas, electricity, lights, water, heat, power, telephone and other services used during the term of this Lease in and for the Real Property and the Performing Arts Facility, and shall indemnify and hold City harmless against any liability on such account.

14. **Liens.** BPA agrees not to permit any liens (except as permitted pursuant to Sections 9 or 18) to attach to the Real Property during the term of this Lease. BPA agrees to indemnify and hold City harmless from any liens filed against the Real Property.

15. **Indemnity.** BPA agrees to indemnify City and hold City exempt and harmless from any liability, damage actions, claims or injury to any person, including death resulting therefrom, and to any property real or personal, whether on the Real Property or not, arising from use of the Real Property or the Performing Arts Facility including claims, injuries and death resulting therefrom, or from the failure of BPA to keep the Real Property or the Performing Arts Facility in good condition and repair. BPA shall indemnify and hold City harmless from and against the payment of all loss, damage, and legal costs including counsel fees, by City lawfully and reasonably incurred or expended in or about the prosecution or defense or reasonable settlement of any suit or other proceeding in the discharging of the Real Property or Performing Arts Facility or any part thereof from any lien, judgment or encumbrance created upon or against the same or against BPA's leasehold estate, except as permitted hereunder, and also any cost and charges including counsel fees incurred on account of proceedings by City in obtaining possession of the Real Property and the Performing Arts Facility from BPA (but not from BPA's sublessees) after the termination of this Lease by forfeiture or otherwise. The provisions of this Section 15 shall not apply to any damage, injury or death resulting from the negligent or willful acts of City.

16. **Alterations.** Subject to the same conditions set forth in Section 2 for the design and construction of the Performing Arts Facility, BPA may, after substantial completion of the Performing Arts Facility, make such modifications and alterations to the Performing Arts Facility as BPA deems necessary.

17. Assignment and Subleasing.

17.1 General Assignment. Except as provided in Section 18, BPA shall have no right to transfer or assign this Lease without prior written approval of City. Such approval shall not be unreasonably withheld or delayed.

17.2 Sublease. Except as provided in Section 3, BPA shall not have the right to sublease the Real Property and the Performing Arts Facility without the prior written consent of City, which consent shall not be unreasonably withheld or delayed.

18. Financing.

18.1 Right to Assign Lease and Mortgage Real Property. BPA shall have the right to mortgage (or otherwise encumber for security purposes) the Performing Arts Facility and the leasehold estate created by this Lease in the Real Property to finance on-site capital improvements other than the initial construction of the Performing Arts Facility with the prior written approval of City, which approval shall not be unreasonably withheld or delayed; provided, however, that BPA may not mortgage or otherwise encumber for security purposes all or any portion of City's fee interest in the Real Property.

18.2 Consent to Assignment. If required by any lender providing the financing for on-site capital improvements under Section 18.1, City agrees to consent (in separate writing delivered to such lender) to the assignment of BPA's interest in this Lease to the lender for security purposes if such lender agrees to give City notice of any defaults by BPA under the financing documents and an opportunity to cure such defaults, and reasonable prior notice of any foreclosure or other remedial action under the financing documents. Notwithstanding any provision in this Lease or the mortgages herein contemplated, the termination of this Lease shall not operate to terminate the leasehold estate as to any mortgagee approved by City pursuant to Section 18.1. So long as any portion of the debt secured by any mortgages approved by City remains unpaid, the demised leasehold estate shall be continued as a separate estate during the term of this Lease and not be merged with the fee estate of City, whether by purchase upon foreclosure of the mortgage or termination of the Lease unless the mortgagee shall first consent in writing to the termination of the leasehold estate by reason of merger or otherwise. City shall enter into a new lease with such mortgagee or its designee for the unexpired portion of the lease term upon such terms as are approved by the City, which approval shall not be unreasonably withheld, except that the lessee shall be entitled to use the Performing Arts Facility for any lawful purpose, the automatic extension of the lease term provided for in Section 5 shall not apply, and the rent paid to the City shall be commercially reasonable.

19. Termination. The Performing Arts Facility shall be and remain the property of BPA (or BPA's assignees) so long as this Lease shall remain in effect, subject to the City's right to use the Performing Arts Facility described in Section 3. Upon termination of this Lease, by expiration of time, by agreement or for default of

BPA, the Performing Arts Facility (but not including personal property belonging to BPA or BPA's sublessees), together with all rights therein of BPA, shall be left in place and become the property of City, its successors and assigns. To make this provision self-executing, BPA covenants and agrees that, upon termination of this Lease, title to the Performing Arts Facility (but not including personal property belonging to BPA or BPA's sublessees) shall pass to City, its successors and assigns forthwith and without the necessity of any further conveyance or assignment. BPA agrees to execute any conveyance or assignment necessary to complete such transfer if requested by City to do so. All personal property and theatrical equipment shall remain the property of BPA and may be removed at the end of the term.

20. Default. If (a) default be made by BPA at any time in the payment of any sum due and payable by BPA under the provisions hereof or under any note or security interest in the leasehold estate created by this lease in the Real Property and the Performing Arts Facility, and such default shall continue for a period of thirty (30) business days after written demand by City to BPA and any mortgagee or trustee under any deed of trust, or (b) material default shall be made by BPA in the due observance and performance of any other covenant, condition or stipulation herein agreed by BPA to be by it observed or performed, and such default shall continue for a period of thirty (30) days after written notice by City to BPA, detailing the particular of such default and requiring BPA to make good the same, and if BPA shall not have remedied the default within the period of time stated above, or (c) the rent due under the Lease, determined as provided in Section 7.1, shall, for a period of two (2) consecutive years be less than twenty-five percent (25%) of the average rent for the five (5) years immediately preceding the two (2) consecutive years (except that periods during which BPA is prevented from generating box office receipts due to acts of the City or due to partial or substantial destruction of the premises under Section 11 shall be excluded from consideration for purposes of this clause), then City at any time thereafter may immediately terminate this Lease and take possession of the Real Property and the Performing Arts Facility, and from the time of termination, this Lease shall become void and of no effect, and City may hold and retain the Real Property and the Performing Arts Facility, and this Lease shall be forfeited to City, provided, however, that if any such nonpayment default cannot be reasonably remedied within such thirty (30) day period, City shall not have the right to terminate this Lease or BPA's right to possession pursuant to this Section 20 by reason of such default if BPA commences curing such default within such thirty (30) day period and thereafter diligently pursues in good faith the cure of such default. Notwithstanding any termination of this Lease, BPA shall continue to be liable to City for the payment of any unpaid assessment, tax, lien, mortgage, utility charge, or any other payment required to be made by BPA to the date of termination.

21. Recognition of Subleases. If for any reason this Lease and the leasehold estate of BPA hereunder, or BPA's right to possession of the Real Property, is terminated by City by summary proceedings or otherwise in accordance with the terms of this Lease, City covenants and agrees that such termination of this Lease shall not result in a termination of any subleases affecting the Real Property that have been

entered into in accordance herewith and that they shall all continue for the duration of their respective terms and any extensions thereof as direct leases between City (or any mortgagee or its designee if a new lease is entered into between City and such mortgagee or its designee as described in Section 18.2) and the sublessees thereunder, with the same force and effect as if BPA (or such mortgagee or its designee) had originally entered into such subleases as lessor thereunder, provided that City shall not be liable or responsible for or obligated to cure or remedy any breach, violation or defaults on the part of BPA under any subleases occurring prior to such termination. City's recognition of such sublease shall include, without limitation, recognition of the rights granted to tenants under such subleases to remove furnishings and trade fixtures of such tenants upon the terms set forth in such subleases. Any such sublessee shall not be named or joined in any action or proceeding by City under this Lease to recover possession of the Real Property or for any other relief.

22. Warranty of Peaceful Possession. City covenants and warrants that BPA, on paying the rental and other payments herein provided and performing and observing all of its covenants and agreements herein contained, shall and may peaceably and quietly have, hold, occupy, use, and enjoy, and shall have the full, exclusive and unrestricted use and enjoyment of, all of the Real Property during the entire Lease Term, and may exercise all of its rights hereunder, subject only to the provisions of this Lease and all applicable governmental rules and regulations and all easements and other restrictions of record as of the date of this Lease. City agrees to warrant and forever defend BPA's right to such occupancy, use, and enjoyment and the title to the Real Property against the claims of any and all persons whomsoever lawfully claiming or to claim the same, or any part thereof.

23. No Declaration of Surplus. City shall not declare all or any part of the Real Property as surplus during the term of this Lease.

24. Signs. BPA may place a sign for the Performing Arts Facility on the easement for the Access Road near Madison Avenue with the prior written approval of the owner of that property and City, which approval City shall not unreasonably withhold. This sign and any signs placed on the Real Property or on other City owned property shall be removed by BPA on termination of this Lease and any damage or injury to the Real Property or other City owned property caused thereby shall be repaired by BPA. If not so removed by BPA, City may have the same removed at BPA's expense.

25. Remedies. All remedies and rights accorded herein, or otherwise available to City or BPA shall be cumulative, and no one such remedy or right shall be exclusive of any other, and the pursuit of any such remedy or rights shall not be deemed to waive any other or different remedy or relief to which City might otherwise be entitled, either at law or in equity.

26. Successors. This Lease and each and all of its terms and provisions shall be binding upon and inure to the benefit of City and BPA and each of them, their successors and assigns.

27. Notices. Any notice to be given by BPA shall be personally delivered to City, or may be made by certified mail, return receipt requested, to City at 625 Winslow Way East, Winslow, Washington, or at such address as City shall hereafter designate in writing to BPA, and any notice to be given by City shall be personally delivered to BPA or may be made by certified mail, return receipt requested, to BPA, at P.O. Box 10554, Bainbridge Island, WA 98110, or at such other address as BPA shall designate in writing to City. BPA shall notify City within five (5) days of its receipt of any notice received from the holder(s) of the mortgage(s) herein contemplated, that specifies any default believed by the mortgagee(s) to exist and such notice shall be given as provided herein for other notices.

28. Time of Essence. Time is of the essence with respect to the performance of all covenants, conditions and obligations set forth herein.

29. No Waiver. The failure of either party hereto to insist upon strict performance of any of the terms, covenants or conditions of this Lease when and as due shall not be deemed to constitute a waiver as to any other or subsequent act or performance.

30. Governing Law. This Lease shall be governed and construed in accordance with the laws of the State of Washington.

31. Further Assurances. BPA shall, during the term of this Lease or any extensions or renewals thereof, and without further consideration execute, acknowledge and deliver to City such other documents and instruments, and take such other actions, as City shall reasonably request or as may be necessary to effectuate the terms of this Lease in accordance with this Lease.

32. Severability. If any section, sentence, clause or part of this Lease is for any reason held invalid, such decision shall not affect the remaining portions of this Lease, and this Lease shall be construed as if the parts so stricken out or otherwise eliminated were never included in this Lease and no implication or inference shall be drawn from the fact that said parts were so stricken out or otherwise eliminated.

33. Counterparts. This Lease may be executed in more than one counterpart, each of which shall be deemed an original.

34. Entire Undertaking. This Lease contains the entire understanding of City and BPA, and City and BPA acknowledge that there is no other written or oral understanding or promise between City and BPA in respect to the Real Property and the Performing Arts Facility, and that no representations except those that may be contained herein have been made.

35. **Recordation.** This Lease shall not be recorded but concurrent with the execution of this Lease the parties hereto shall execute a Memorandum of Lease and Easement in the form attached hereto as Exhibit E and cause the same to be recorded in the real estate records of Kitsap County, Washington.

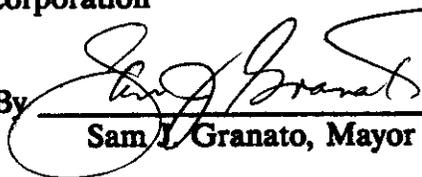
36. **Paragraph Headings.** The paragraph headings in this Lease are inserted for convenience and are not intended to indicate completely or accurately the contents of the paragraphs they introduce.

37. **Authority.** BPA warrants that it is legally and properly organized under the laws of the State of Washington as a nonprofit corporation and that the undersigned representatives are authorized to execute this Lease on BPA's behalf.

38. **Exhibits.** Exhibits A through E attached hereto are hereby incorporated herein and made a part of this Lease, and the term "Lease" shall include all exhibits hereto.

DATED AND EFFECTIVE as of the day and year first written above.

CITY: THE CITY OF WINSLOW, a municipal corporation

By 
Sam J. Granato, Mayor

BPA: BAINBRIDGE PERFORMING ARTS, a nonprofit corporation

By 
Kathryn E. Cashin, President

Approved as to form:

By 
City Attorney

EXHIBITS:

- A Legal Description of Original City Property
- B Legal Description of Real Property
- C Legal Description of Easement Tract
- D Legal Description of High School Road Property
- E Memorandum of Lease and Easement

STATE OF WASHINGTON)
) ss.
 COUNTY OF KITSAP)

On this 24th day of June, 1991, before me, a Notary Public in and for the State of Washington, personally appeared SAM J. GRANATO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Mayor of THE CITY OF WINSLOW to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Genevieve W. Jullis
 NOTARY PUBLIC in and for the State of
 Washington, residing at Cambridge Island
 My appointment expires 5/15/95

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this 24th day of June, 1991, before me, a Notary Public in and for the State of Washington, personally appeared KATHRYN E. CASHIN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the President of BAINBRIDGE PERFORMING ARTS to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Genevieve W. Tullis
NOTARY PUBLIC in and for the State of
Washington, residing at Bainbridge Island
My appointment expires 5/15/95

EXHIBIT A

LEGAL DESCRIPTION OF ORIGINAL CITY PROPERTY

Beginning at the Southwest corner of the North half of the Southwest quarter of Section 26, Township 25 North, Range 2 East W.M., in Kitsap County, Washington;

thence N 1°20'7" E 330 feet;

thence S 88°45'57" E 220 feet to the true point of beginning;

thence S 88°45'57" E 489 feet;

thence N 1°20'7" E 150 feet;

thence S 88°45'57" E 50 feet;

thence N 1°20'7" E 50 feet;

thence N 88°45'57" W 539 feet;

thence S 1°20'7" W 84 feet;

thence N 88°45'57" W 65 feet;

thence continuing N 88°45'57" W a distance of 125 feet;

thence S 1°20'7" W a distance of 37 feet;

thence S 88°45'57" E a distance of 125 feet;

thence continuing S 88°45'57" E a distance of 49 feet;

thence continuing S 88°45'57" E a distance of 16 feet;

thence S 1°20'7" W a distance of 63 feet;

thence continuing south S 1°20'7" W 16 feet to the true point of beginning.

Situate in Kitsap County, Washington.

EXHIBIT B

LEGAL DESCRIPTION OF REAL PROPERTY

Beginning at the Southwest corner of the North half of the Southwest quarter of Section 26, Township 25 North, Range 2 East W.M., in Kitsap County, Washington;
thence N 1°20'7" E 330 feet;
thence S 88°45'57" E 359 feet to the true point of beginning;
thence S 88°45'57" E 350 feet;
thence N 1°20'7" E 150 feet;
thence S 88°45'57" E 50 feet;
thence N 1°20'7" E 50 feet;
thence N 88°45'57" W 400 feet;
thence S 1°20'7" W 200 feet to the true point of beginning.

Situate in Kitsap County, Washington.

EXHIBIT C

LEGAL DESCRIPTION OF EASEMENT TRACT

Beginning at the Southwest corner of the North half of the Southwest quarter of Section 26, Township 25 North, Range 2 East W.M., in Kitsap County, Washington;

thence N 1°20'7" E 330 feet;

thence S 88°45'57" E 220 feet to the true point of beginning;

thence S 88°45'57" E 139 feet;

thence N 1°20'7" E 200 feet;

thence N 88°45'57" W 139 feet;

thence S 1°20'7" W 84 feet;

thence N 88°45'57" W 65 feet;

thence continuing N 88°45'57" W a distance of 125 feet;

thence S 1°20'7" W a distance of 37 feet;

thence S 88°45'57" E a distance of 125 feet;

thence continuing S 88°45'57" E a distance of 49 feet;

thence continuing S 88°45'57" E a distance of 16 feet;

thence S 1°20'7" W a distance of 63 feet;

thence continuing South S 1°20'7" W 16 feet to the true point of beginning.

Situate in Kitsap County, Washington.

EXHIBIT D

LEGAL DESCRIPTION OF HIGH SCHOOL ROAD PROPERTY

THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE N 01°14'23"E, ALONG THE EASTERLY LIMITS OF SAID SUBDIVISION, A DISTANCE OF 461.56 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 88°48'53"W, A DISTANCE OF 329.74 FEET TO THE WESTERLY LIMITS OF SAID SUBDIVISION; THENCE N 01°14'08"E, ALONG SAID WESTERLY LIMITS, A DISTANCE OF 200.00 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE S 88°48'53"E, ALONG THE NORTHERLY LIMITS OF SAID SUBDIVISION, A DISTANCE OF 329.75 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE S 01°14'23"W, ALONG THE EASTERLY LIMITS OF SAID SUBDIVISION, A DISTANCE OF 200.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A 30-FOOT EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE FOLLOWING DESCRIBED PROPERTY: THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SUBDIVISION, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S 01°14'08"W, ALONG THE EASTERLY LIMITS OF SAID SUBDIVISION, A DISTANCE OF 30.00 FEET; THENCE N 88°48'53"W, A DISTANCE OF 161.84 FEET; THENCE S 60°50'15"W, A DISTANCE OF 69.27 FEET; THENCE N 88°48'53"W A DISTANCE OF 78.16 FEET TO THE EASTERLY MARGIN OF MADISON AVENUE ; THENCE N 01°13'53"E, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 30.00 FEET; THENCE S 88°48'53"E, A DISTANCE OF 70.00 FEET; THENCE N 60°50'15"E, A DISTANCE OF 69.27 FEET TO THE NORTHERLY LIMITS OF SAID SUBDIVISION; THENCE S 88°48'53"E, ALONG SAID NORTHERLY LIMITS, A DISTANCE OF 170.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1.91 ACRES, MORE OR LESS.

SITUATE IN KITSAP COUNTY, WASHINGTON.

EXHIBIT E

WHEN RECORDED, RETURN TO:

David W. Thorne, Esq.
DAVIS WRIGHT TREMAINE
200 Century Square
1001 Fourth Avenue
Seattle, Washington 98101-1688

MEMORANDUM OF LEASE AND EASEMENT

This Memorandum of Lease and Easement is made as of this 24th day of June, 1991, by and between THE CITY OF WINSLOW, a municipal corporation ("City"), and BAINBRIDGE PERFORMING ARTS, a nonprofit corporation, ("BPA"), who agree as follows:

1. **Lease Term and Premises.** City has leased to BPA, and BPA has leased from City, pursuant to a Lease dated of even date herewith (the "Lease"), the real property located in the Kitsap County, Washington, described in Schedule A attached hereto (the "Premises"), for a term of thirty (30) years, with two (2) thirty (30) year extension periods, commencing June 24, 1991. The provisions of the Lease are incorporated herein.
2. **Provisions Binding on City.** All of City's covenants under the Lease, both affirmative and negative, are intended to and shall bind City and its successors, and shall inure to the benefit of BPA and its successors.
3. **Copy of Lease.** A full and complete copy of the Lease is in the possession of City, whose address is City Hall, Bainbridge Island, Washington 98110.
4. **Grant of Easement.** The Lease contains a grant of an easement 37 feet in width for ingress, egress and utilities in, under and across the property described in Schedule B attached hereto appurtenant to the Premises. The easement terminates on the expiration or earlier termination of the terms of the Lease.
5. **Purpose of Memorandum.** This Memorandum is prepared for the purpose of recordation to give notice of the Lease, including the grant of the easement. It shall not constitute an amendment or modification of the Lease.

EXECUTED as of the date first above written.

CITY:

THE CITY OF WINSLOW, a municipal corporation

By


Sam J. Granato, Mayor

BPA:

BAINBRIDGE PERFORMING ARTS, a Washington nonprofit corporation

By


Kathryn E. Cashin, President

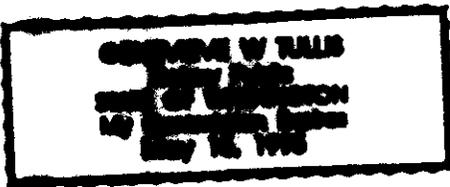
Approved as to form:

By *Bob Kayuma*
City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this 24th day of June, 1991, before me, a Notary Public in and for the State of Washington, personally appeared SAM J. GRANATO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Mayor of THE CITY OF WINSLOW to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

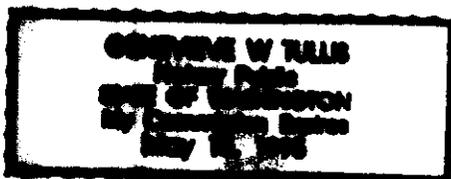


Genevieve W. Tullis
NOTARY PUBLIC in and for the State of Washington,
residing at *Bainbridge Island*
My appointment expires *5/15/95*

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this 24th day of June, 1991, before me, a Notary Public in and for the State of Washington, personally appeared KATHRYN E. CASHIN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the President of BAINBRIDGE PERFORMING ARTS to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

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SCHEDULE A

LEGAL DESCRIPTION OF REAL PROPERTY

Beginning at the Southwest corner of the North half of the Southwest quarter of Section 26, Township 25 North, Range 2 East W.M., in Kitsap County, Washington;

thence N 1°20'7" E 330 feet;

thence S 88°45'57" E 359 feet to the true point of beginning;

thence S 88°45'57" E 350 feet;

thence N 1°20'7" E 150 feet;

thence S 88°45'57" E 50 feet;

thence N 1°20'7" E 50 feet;

thence N 88°45'57" W 400 feet;

thence S 1°20'7" W 200 feet to the true point of beginning.

Situate in Kitsap County, Washington.

SCHEDULE B

LEGAL DESCRIPTION OF EASEMENT TRACT

Beginning at the Southwest corner of the North half of the Southwest quarter of Section 26, Township 25 North, Range 2 East W.M., in Kitsap County, Washington;
thence N $1^{\circ}20'7''$ E 330 feet;
thence S $88^{\circ}45'57''$ E 220 feet to the true point of beginning;
thence S $88^{\circ}45'57''$ E 139 feet;
thence N $1^{\circ}20'7''$ E 200 feet;
thence N $88^{\circ}45'57''$ W 139 feet;
thence S $1^{\circ}20'7''$ W 84 feet;
thence N $88^{\circ}45'57''$ W 65 feet;
thence continuing N $88^{\circ}45'57''$ W a distance of 125 feet;
thence S $1^{\circ}20'7''$ W a distance of 37 feet;
thence S $88^{\circ}45'57''$ E a distance of 125 feet;
thence continuing S $88^{\circ}45'57''$ E a distance of 49 feet;
thence continuing S $88^{\circ}45'57''$ E a distance of 16 feet;
thence S $1^{\circ}20'7''$ W a distance of 63 feet;
thence continuing South S $1^{\circ}20'7''$ W 16 feet to the true point of beginning.

Situate in Kitsap County, Washington.

WHEN RECORDED, RETURN TO:

David W. Thorne, Esq.
DAVIS WRIGHT TREMAINE
2600 Century Square
1501 Fourth Avenue
Seattle, Washington 98101-1688

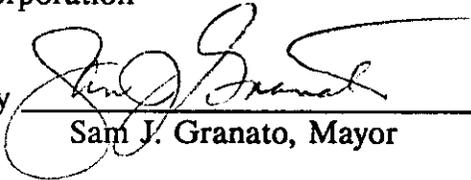
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3. **Copy of Lease.** A full and complete copy of the Lease is in the possession of City, whose address is City Hall, Bainbridge Island, Washington 98110.
4. **Grant of Easement.** The Lease contains a grant of an easement 37 feet in width for ingress, egress and utilities in, under and across the property described in Schedule B attached hereto appurtenant to the Premises. The easement terminates on the expiration or earlier termination of the terms of the Lease.
5. **Purpose of Memorandum.** This Memorandum is prepared for the purpose of recordation to give notice of the Lease, including the grant of the easement. It shall not constitute an amendment or modification of the Lease.

EXECUTED as of the date first above written.

CITY: THE CITY OF WINSLOW, a municipal corporation

By 

Sam J. Granato, Mayor

BPA: BAINBRIDGE PERFORMING ARTS, a Washington nonprofit corporation

By 

Kathryn E. Cashin, President

Approved as to form:

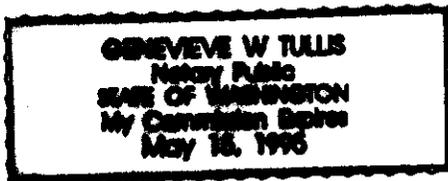
By 

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

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IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

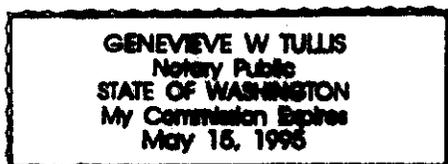


Genevieve W. Tullis
NOTARY PUBLIC in and for the State of
Washington, residing at Cambridge Island
My appointment expires 5/15/95

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this 24th day of June, 1991, before me, a Notary Public in and for the State of Washington, personally appeared KATHRYN E. CASHIN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the President of BAINBRIDGE PERFORMING ARTS to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Genevieve W. Tullis
NOTARY PUBLIC in and for the State of
Washington, residing at Bainbridge Island
My appointment expires 5/15/95

SCHEDULE A

LEGAL DESCRIPTION OF REAL PROPERTY

Beginning at the Southwest corner of the North half of the Southwest quarter of Section 26, Township 25 North, Range 2 East W.M., in Kitsap County, Washington;
thence N 1°20'7" E 330 feet;
thence S 88°45'57" E 359 feet to the true point of beginning;
thence S 88°45'57" E 350 feet;
thence N 1°20'7" E 150 feet;
thence S 88°45'57" E 50 feet;
thence N 1°20'7" E 50 feet;
thence N 88°45'57" W 400 feet;
thence S 1°20'7" W 200 feet to the true point of beginning.

Situate in Kitsap County, Washington.

SCHEDULE B

LEGAL DESCRIPTION OF EASEMENT TRACT

Beginning at the Southwest corner of the North half of the Southwest quarter of Section 26, Township 25 North, Range 2 East W.M., in Kitsap County, Washington;
thence N 1°20'7" E 330 feet;
thence S 88°45'57" E 220 feet to the true point of beginning;
thence S 88°45'57" E 139 feet;
thence N 1°20'7" E 200 feet;
thence N 88°45'57" W 139 feet;
thence S 1°20'7" W 84 feet;
thence N 88°45'57" W 65 feet;
thence continuing N 88°45'57" W a distance of 125 feet;
thence S 1°20'7" W a distance of 37 feet;
thence S 88°45'57" E a distance of 125 feet;
thence continuing S 88°45'57" E a distance of 49 feet;
thence continuing S 88°45'57" E a distance of 16 feet;
thence S 1°20'7" W a distance of 63 feet;
thence continuing South S 1°20'7" W 16 feet to the true point of beginning.

Situate in Kitsap County, Washington.



CITY OF
BAINBRIDGE ISLAND

City Council Study Session Agenda Bill

MEETING DATE: February 16, 2021

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:15 PM) Puget Sound Energy (PSE) Franchise Agreement Process - Public Works,

SUMMARY: City staff will present a brief process outline for the PSE franchise negotiation process for input and confirmation by the Council.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION: Discussion, as well as input and confirmation by the City Council regarding the proposed process.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

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

BACKGROUND: The attached memo outlines a process for continuing the PSE franchise negotiation, including the planning for City Council, Committee, and community involvement. City staff is seeking Council input and confirmation of the process. The City's current franchise with PSE took effect on April 23, 2007, and will expire on April 23, 2022, unless renewed or extended.

ATTACHMENTS:

[PSE Franchise Memo Update 021621.docx](#)

FISCAL DETAILS: N/A

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

Department of Public Works Memorandum

Date: February 16, 2021
To: City Council; Interim City Manager
From: Christopher Wierzbicki, Public Works Director
Subject: Puget Sound Energy (PSE) Franchise Negotiation Process Outline

Executive Summary

The purpose of this memo is to briefly outline a process for continuing the PSE franchise negotiation, including the planning for City Council, Advisory Committee, and community involvement. City staff is seeking Council input and confirmation of the process at the February 16, 2021 Study Session. The City's current 15-year franchise with PSE took effect on April 23, 2007, and will expire on April 23, 2022, unless renewed or extended.

Proposed Process Outline

Goal: Complete a draft of the franchise for PSE approval by January 31, 2022.

Stakeholder involvement plan:

- Host two City Council updates during 2021, plus the required meetings for approving the draft and final negotiation of the franchise;
- Host regular (approximately quarterly) joint Climate Change Advisory Committee (CCAC) and Utility Advisory Committee (UAC) meetings to discuss the franchise negotiation ("Joint Committee");
- Confirm the City Council Joint Committee representatives (currently Chair Rasham Nassar, Deputy Chair Kirsten Hytopoulos, and Councilmember Deets) who will form a Council Subcommittee on the franchise negotiation.

Public Outreach plan:

- Allow public to attend Joint Committee meetings (host two with public comment);
- Host at least one public outreach meeting (two if deemed necessary);
- Allow public comment at both City Council updates;
- Maintain updated City website and "notify-me" email list-serve;
- Schedule one article/update in COBI Connects (June);
- Schedule bimonthly updates in the City Manager Report.



CITY OF
BAINBRIDGE ISLAND

City Council Study Session Agenda Bill

MEETING DATE: February 16, 2021

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:25 PM) Input on Scope of Work for Climate Mitigation/Adaptation Officer Position,

SUMMARY: The City Council will discuss the proposed scope of work and primary areas of responsibility for the new Climate Mitigation/Adaptation Officer. The draft job description is provided for reference. Feedback will be offered to staff prior to advertising the position.

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION: Discussion.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

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

BACKGROUND: The 2021 Adopted Budget includes a new position to lead the development and implementation of the climate

change related programs across all City departments, the community, and with regional partners.

ATTACHMENTS:

[Climate Officer Position Job Description Draft](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



JOB DESCRIPTION

TITLE: Climate Mitigation/Adaptation Officer	JD: 164
DEPARTMENT: Executive	EFFECTIVE DATE:
REPORTS TO: Deputy City Manager	FLSA STATUS: Exempt
SUPERVISES: N/A	UNION STATUS: Unrepresented

JOB PURPOSE/SUMMARY

The Climate Mitigation/Adaptation Officer will lead the development and implementation of the climate change related programs across all City departments, the community, and with regional partners. The Climate Officer will develop strategic partnerships to meet the overall goals of the Bainbridge Island Climate Action Plan (CAP).

ABOUT THE CITY OF BAINBRIDGE ISLAND

The City of Bainbridge Island is a vibrant community with small-town feel, 52 miles of scenic shoreline and densely forested areas. Our employees are the most important asset in preserving and enhancing the special character of the Island, and in responding to the community's needs. The City provides competitive salaries, outstanding benefits and professional growth opportunities.

CITY VISION

A healthy Bainbridge Island, now and for future generations.

CITY MISSION

Serve and respond with skill, trust, and care.

CITY VALUES

- Stewardship: We manage our resources with intention.
- Professionalism: We bring knowledge to our work and energy to new challenges.
- Connection: Respect and communication are central to our success.
- Balance: Personal well-being improves our work and makes our organization strong.

ESSENTIAL FUNCTIONS

- Works closely with the City Manager, Deputy City Manager and others to conduct current and/or long-range planning projects and day-to-day activities in accordance with the City's climate change-related goals and policies.
- Collaborates with City staff to develop plans for accomplishing these goals, develop climate change programs for the City and anticipates future budget needs; and evaluates and determines organizational needs and functional changes to improve implementation of the CAP.
- Acts as staff point of contact to the Climate Change Advisory Committee; meets regularly with the Climate Change Advisory Committee, and with other City advisory groups as needed.
- Provides advice and technical assistance to management and staff, advisory groups and the public on climate-related issues; confers with a variety of public and private officials on related issues and may serve as the City's representative to other governmental agencies and committees; discusses and explains the City's plans, programs and projects at public and community meetings, legislative and administrative hearings, and related functions.
- Works with the City Attorney and City Council to review current policies and revise as appropriate to

ensure the City is empowered and has the necessary authority to develop and implement actions to mitigate and adapt to climate change impacts; review and make recommendations for code changes, revisions and updates to the City's development standards.

- Works closely with the Planning and Public Works departments to implement specific CAP actions related to for example code review, green building, utilities either public (water and sewer) or private (PSE), non-motorized transportation, shoreline management, electric vehicle capacity and infrastructure, waste reduction techniques and provides input on development-related permit review processes.
- Reviews policies and operating procedures for conformance to established mitigation and adaptation standards and ensures the City's compliance with related ordinances, codes, and applicable laws.
- Understands and keeps others aware of local, state and federal climate change related policies, regulations and requirements.
- Plans and develops education and outreach materials and programs to promote implementation of the CAP and related programs such as green building and sustainable transportation.
- Develops and provides easily and equitably accessible educational materials about climate change; encourages diverse community voices to initiate and implement the CAP actions; takes meaningful actions aimed at informing and informed by community members from all income levels, races and ethnicities, political persuasions, genders, age groups and neighborhoods.
- Develops and assists with public workshops and events to encourage public engagement and understanding of climate change related activities; and brings people together to work towards mitigation and adaptation.
- Works with City Departments to provide assistance and technical assistance, as needed to private builders, subdivision developers, and consulting engineers regarding City climate change related policies, standards, ordinances and practices; provides input to City Departments, as needed on private development construction in progress to verify that work is being completed in accordance with City climate change related policies, standards, ordinances and practices.
- Assists with code compliance applicable to climate change related ordinances and requirements.
- Makes presentations to and/or participates in hearings before the City Council, Hearing Examiner, Planning Commission, Design Review Board and other citizen advisory groups; attends public meetings and presents information on climate change related matters.
- Partners cooperatively with other jurisdictions regionally to find regional solutions including mitigation and adaptation actions that would benefit from economies of scale or the sharing of lessons learned.
- Coordinates project planning with local, state and federal agencies as appropriate.
- Oversees the development of grant applications to support the CAP implementation and related programs such as green building and sustainable transportation.
- Maintains timely and regular attendance.
- Other duties as assigned.

KNOWLEDGE OF:

- Climate change mitigation and adaptation technologies and approaches, including greenhouse gas emissions inventories and reduction planning, and adaptation and resilience.
- Green building, alternative energy, and sustainable transportation policies and programs.
- Regulations and standards governing climate change mitigation and adaptation.
- Principles of grant funding applications and administration.
- Methods and techniques for community involvement and outreach.
- City organization, operations, policies and procedures.

ABILITY TO:

- Manage multiple tasks or projects, balance competing demands, set priorities, and meet deadlines.
- Think creatively, take initiative and work independently as well as with a team, with minimal guidance.
- Effectively plan and implement projects from start to finish and plan, organize, evaluate and analyze problems, implement plans and programs, and resolve issues.
- Research, collect, analyze, organize, synthesize and present a variety of research data accurately and clearly in written, graphic and or oral form including computer-generated products.
- Conduct effective community outreach, including working with diverse and marginalized community members, planning and conducting public outreach and public presentations.

- Envision, develop, write and administer grant applications in support of the CAP and other programs such as green building and sustainable transportation.
- Proficiently use software applications such as spreadsheet, database management, presentation and word processing programs.
- Handle challenging situations with tact and sensitivity.
- Build teams and encourage collaboration and cooperation within the City and among community members and regional partners.
- Support and model the identified vision, values and behaviors of the organization.
- Establish and maintain effective working relationships
- Use initiative and independent judgment within established procedural guidelines.
- Operate a personal computer utilizing a variety of standard and specialist software such as GIS.
- Communicate effectively both orally and in writing; communicate complex and technical information clearly and concisely to technical and non-technical audiences.

PREFERRED QUALIFICATIONS

A bachelor's degree in environmental science, environmental policy, environmental management, energy studies, natural resource management or a related field, and four years of progressively responsible experience in an area related to climate change policy, management or in sustainability and experience working on greenhouse gas emissions reduction strategies and practices and working with communities to prepare them for impacts of climate change; OR any combination of experience, education and training that would provide the level of knowledge and ability required. A master's degree is highly desirable.

LICENSE AND CERTIFICATION REQUIREMENTS

- Valid Washington State driver's license is required.
- Successful completion of a pre-employment background check is required.

WORKING CONDITIONS

The regular work schedule is generally Monday through Friday, 8 am to 5 pm. Work is primarily performed in an office which is busy, oriented to public service and subject to occasional work interruptions. Noise level is moderate. Position infrequently requires outdoor work, which includes driving a vehicle. Outdoor environment can include uneven and unstable walking surfaces, tripping hazards and inclement weather conditions. Attendance at meetings before or after regular work hours is required.

PHYSICAL REQUIREMENTS

Continuous repetitive arm/hand movement is essential to performance. The incumbent in this position must be able to discern voice conversation, have the physical ability to perform essential job functions, and have hand-eye coordination sufficient to operate computers, do keyboarding and operate other office equipment. The incumbent must have the ability to produce legible handwritten documents and may need to push, pull, lift and carry up to 20 pounds.

The City of Bainbridge Island is an equal opportunity employer. All employees and candidates for employment will be recruited, selected, trained, promoted, compensated and, if necessary, disciplined or terminated without regard to sex/gender, race, national origin, religion, creed, color, marital status, veteran status, age, national origin, pregnancy, sexual orientation, gender identity, disability, genetic information or any other basis prohibited by law.

While requirements may be representative of minimum levels of knowledge, skills and abilities to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently. This job description does not constitute an employment agreement between the Employer and Employee and is subject to change as the needs of the Employer and requirements of the job change.



CITY OF
BAINBRIDGE ISLAND

City Council Study Session Agenda Bill

MEETING DATE: February 16, 2021

ESTIMATED TIME: 30 Minutes

AGENDA ITEM: (7:35 PM) Status and Next Steps for Council/Planning Commission Joint Land Use Subcommittee - Council,

SUMMARY: Council will discuss the Joint City Council and Planning Commission Land Use Committee.

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION: Discussion.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding: