

SPECIAL/REGULAR CITY COUNCIL BUSINESS MEETING
TUESDAY, DECEMBER 9, 2014
LOCATION: BAINBRIDGE ISLAND CITY HALL
280 MADISON AVENUE N., BAINBRIDGE ISLAND, WA 98110

1. 6:00 P.M. EXECUTIVE SESSION
Current Litigation (RCW 42.30.110(1)(i)), Property Acquisition (RCW 42.30.110(1)(b)),
Review Qualifications of an Applicant for City Employment (RCW 42.30.110(1)(g))
2. 7:00 P.M. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
3. 7:05 P.M. ACCEPTANCE OR MODIFICATION OF AGENDA / CONFLICT OF INTEREST
DISCLOSURE
4. 7:10 P.M. PUBLIC COMMENT
5. 7:20 P.M. CITY MANAGER'S REPORT
Comprehensive Plan/Navigate Bainbridge Update
6. 7:25 P.M. PRESENTATION
 - A. 7:25 PM Friends Of The Farms (Capital/Management Plan For City Farmland)

Documents: [120914 Friends of the Farm \(C and M Plan City Farmland\).pdf](#)
7. 7:45 P.M. UNFINISHED BUSINESS
 - A. 7:45 PM Fletcher Landing Road-End Improvement Design Professional Services
Agreement

Documents: [120914 AECOM Contract Fletcher Landing Design FINAL.docx](#), [120914 Fletcher Landing Road End PSA Agenda Bill.docx](#)
8. 7:50 P.M. CLOSED RECORD PUBLIC MEETING
 - A. 7:50 PM Resolution No. 2014-24, Plat Of Grow Community II Final Subdivision
(FSUB13551B)

Documents: [120914 Resolution No. 2014-24, Plat of Grow Community II Final Subdivision \(FSUB13551B\).pdf](#)
9. 7:55 P.M. PUBLIC HEARINGS
 - A. 7:55 PM Resolution No. 2014-25, Plat Of Grow Community I Final Subdivision
Amendment II (SUBA13551B)

Documents: [120914 Resolution No. 2014-25, Grow Community Phase I Final Subdivision Amendment II and BLA III.pdf](#)
 - B. 8:05 PM Ordinance No. 2014-38, Modifying Bainbridge Island Municipal Code Chapter
15.18, Land Clearing

Documents: [120914 Ordinance No. 2014-38 Land Clearing Agenda Bill.docx](#), [120914 Ordinance No. 2014-38 Land Clearing.docx](#)
10. 8:15 P.M. NEW BUSINESS

- A. 8:15 PM Harbor Commission Appointments And Change In Term
Documents: [120914 Harbor Commission Appts and Change in Term.pdf](#)
 - B. 8:20 PM Kitsap Regional Coordinating Council (KRCC) TransPOL And Puget Sound Regional Council (PSRC) Transportation Policy Board Appointments
Documents: [120914 KRCC TransPOL and PSRC TPB Appointments.docx](#), [120914 KRCC PSRC Description.docx](#)
 - C. 8:30 PM Process For Filling City Council Position #4, Central Ward Vacancy
Documents: [120914 Process for Filling City Council Position 4, Central Ward Vacancy Revised 120514.pdf](#)
 - D. 8:45 PM Election Of Deputy Mayor For January Through June, 2015
11. 8:50 P.M. CONSENT AGENDA
- Documents: [120914 Consent Agenda Bill.pdf](#)
- A. Accounts Payable Voucher And Payroll Approval
Documents: [120914 Accounts Payable Vouchers and Payroll.pdf](#)
 - B. Special/Regular Business Meeting Minutes, October 28, 2014
Documents: [120914 CCMIN 102814 Draft.pdf](#)
 - C. Special/Regular Study Session Minutes, November 4, 2014
Documents: [120914 CCMIN 110414 Draft.pdf](#)
 - D. Special/Regular Business Meeting Minutes, November 10, 2014
Documents: [120914 CCMIN 111014 Draft.pdf](#)
 - E. Special/Regular Study Session Minutes, November 18, 2014
Documents: [120914 CCMIN 111814 Draft.pdf](#)
 - F. Special Meeting Minutes, November 22, 2014
Documents: [120914 CCMIN 112214 Draft.pdf](#)
 - G. Ordinance No. 2014-42 Relating To Sewer Connection Requirements And Amending Bainbridge Island Municipal Code Section 13.12.010
Documents: [120914 Ordinance No. 2014-42 Sewer Connections Agenda Bill.docx](#), [120914 Ordinance No. 2014-42 Relating to the Sewer Connection Requirements_bl edits.docx](#)
 - H. Ordinance No. 2014-43, Final 2014 Budget Adjustments
Documents: [120914 Ordinance No. 2014-43 2014 Final Budget Adjustments.docx](#), [120914 Ordinance No. 2014-43 2014 Final Budget Amendments.docx](#), [120914 Ordinance No. 2014-43 2014 Final Budget Amendments Attachment A.xls](#)
 - I. General Sewer Plan, Professional Service Agreement Amendment No. 1 Extension
Documents: [120914 General Sewer Plan PSA Amend No. 1 Agenda Bill.docx](#), [120914 Amendment No 1 to Agreement for Professional Services - General Sewer Plan.docx](#)

J. HPO Organizational Leadership Statements

Documents: [120414 HPO Leadership Statements Agenda Bill.docx](#), [120414 City of Bainbridge Island Leadership Statements - Final.docx](#)

K. Annual Contract Renewals

Documents: [120914 Annual Contract Renewals.pdf](#)

12. 8:55 P.M. COMMITTEE REPORTS

13. 9:00 P.M. REVIEW UPCOMING COUNCIL MEETING AGENDAS

Documents: [120914 Review Upcoming Council Meeting Agendas.pdf](#)

14. 9:05 P.M. FOR THE GOOD OF THE ORDER

15. 9:10 P.M. ADJOURNMENT

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

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

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Friends of the Farms (Capital/Management Plan for City Farmland)	Date: December 9, 2014
Agenda Item: Presentation	Bill No.: 14-059
Proposed By: Deputy City Manager Morgan Smith	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

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

Action Item:

To receive a briefing from Friends of the Farms (FOF) regarding their update to Exhibit D of the Master Lease for City Farmland. Exhibit D presents "Capital Projects and Management Tasks" related to the City farmland properties which are managed by FOF on behalf of the City.

Background:

For reference, please review the following materials:

- Proposed new draft of Exhibit D (December, 2014)
- Previous/initial version of Exhibit D (2011)
- Selected excerpts from the Master Lease agreement (Sections 3 and 6).

RECOMMENDED ACTION:

Information only.



FRIENDS OF THE FARMS

Exhibit D-COBI and Friends of the Farms' Lease Agreement

December 2, 2014

As indicated in Section 3.2 (f) of the Lease:

“The parties anticipate that the list of projects on Exhibit D will change from time to time upon mutual agreement of the Parties, as projects and management tasks are completed, and as City funding and Friends’ capacity to perform evolves during the term of this Lease.”

The Parties agree to review Exhibit D and its contents annually to ensure that the projects and tasks identified herein conform to the annual work plans and budgets for both the City and FOF. Annual review should be coordinated with the City budget process, and Friends’ annual report to the City.

The following Capital Projects and Management Tasks have been identified:

A. Capital Projects:

1. **Suyematsu Barn-** An historic barn built around 1920 is in danger of collapsing. The Historic Preservation Commission is recommending that it is restored and nominated for the local history registry. Project will include architectural and structural design, permitting costs, and structural repair/refurbishment.
2. **Morales Commercial Greenhouse** – Continue improvements to the greenhouse that serves commercial farmers, interns, p-patch members and educators. A more permanent polycarbon roof and electrical services are also required.
3. **Farm Structure Maintenance and Improvements** – All of the recommended maintenance and improvement projects are critical for the sustainability of the property.
 - a. Door and wall construction on two pump houses at Suyematsu
 - b. Rebuild one pump house at Morales
 - c. Barn repainting through volunteer work parties at Johnson
 - d. Install a gate and fence to prevent vandalism at Johnson
 - e. Remove invasive species in open areas at M and E.
 - f. Two roof replacements at M and E Farm

C. Planning and Legal Issues

1. Develop a Comprehensive Farm Plan for City- Owned Agricultural Lands
 - Water Capacity Study for Bentryn and Suyematsu Family Farms, M and E and Crawford properties
 - Explore legal issues of M and E use
 - Explore potential farm use of Crawford

EXHIBIT D

CAPITAL PROJECTS AND MANAGEMENT TASK LIST

As indicated in Section 3.2 (f) of the Lease:

“The parties anticipate that the list of projects on Exhibit D will change from time to time upon mutual agreement of the Parties, as projects and management tasks are completed, and as City funding, if any, and Friends’ capacity to perform evolves during the term of this Lease.”

The Parties agree to review Exhibit D and its contents annually to ensure that the projects and tasks identified herein conform to the annual work plans and budgets for both the City and Friends. Annual review should be coordinated with the City budget process, and Friends’s annual report to the City.

The following Capital Projects and Management Tasks have been identified for 2012:

A. Capital Projects:

1. **Morales Farm Green House (36’ x 96’ commercial greenhouse)** – A greenhouse structure has been established on this property for increased production, extended season production, and educational opportunities. Friends will continue installing structural elements of the green house.
2. **Morales Farm House** – Friends will complete the remodel of the Morales Farm House initiated in 2011.
3. **Crawford Property Tree Clearing** – The Crawford property is a forested property purchased by the City for farmland. The property is located at the heart of the City’s “Agricultural District.” Trees located on the Crawford property are over-shadowing currently operational farmland, and the continued growth of the trees exacerbates this problem. Friends shall continue the slow and incremental clearing of this land.
4. **Day Road Farm Water Tower Interpretive Display** – Friends has applied for an LTAC grant through the City. If Friends receives adequate funding through the LTAC grant and/or other sources, then Friends will establish an interpretive display regarding historical and contemporary farming on Bainbridge in and around the Day Road Farm Water Tower.
5. **Suyematsu Compost Filter Structure** – Friends will complete design and construction of a filter system for the Suyematsu compost operation.

B. Management Tasks:

- 1. Develop a Farm Management Plan for City Owned Agricultural Lands** - It is anticipated that this Planning process will extend into 2013 or more.
- 2. Farmer Sub-leases** - Negotiate sub-leases of the City-owned agricultural properties between Friends and the farmers currently operating on City agricultural lands.

CITY OF BAINBRIDGE ISLAND AND
FRIENDS OF THE FARMS

MASTER LEASE AND
MANAGEMENT AGREEMENT

ARTICLE 3: MANAGEMENT AND SUBLEASING

3.1. PREVIOUS AGREEMENTS. This Lease supersedes and replaces all previous leases or management contracts, including the April 30, 2009 Agreement for Professional Services between the City of Bainbridge Island and the Trust for Working Landscapes.

3.2. FRIENDS' RESPONSIBILITIES: Friends shall be responsible for managing the Premises in accordance with this Lease, including granting and managing subleases granted to individual farmers ("Farmers"). Friends' responsibilities will include, but are not limited to:

- a. Recruiting and selecting leasehold Farmers (3.4, below).
- b. Negotiating subleases with leasehold Farmers (3.3, below).
- c. Coordinating resources for the leasehold Farmers (3.5, below).
- d. Developing an overall Farm Management Plan for managing the Premises, which Farm Management Plan shall be developed according to the Capital Projects and Management Task List (Exhibit D) and submitted to the City for its approval.
- e. Monitoring conformance to the Goals, Policies and Practices, and Farm Management Plan (3.9, below).
- f. Implementation of Capital Projects and Management Task List identified in Exhibit D. The parties anticipate that the list of projects on Exhibit D will change from time to time upon mutual agreement of the Parties, as projects and management tasks are completed, and as City funding, if any, and Friends' capacity to perform evolves during the term of this Lease.

3.3. TERMS OF SUBLEASES: Subleases granted to Farmers shall be in a form and contain terms approved by the City Manager and shall be consistent with the following:

- a. Rental rates shall be set according to a schedule or formula approved by the City Manager. Rent for sublease Farmers shall be calculated as the monthly fair rental value of the Premises as of the commencement of the lease term, and shall (i) include the cost of any use of Premises' utilities, (ii) be determined by a formula based on a comparison of agricultural lease rates set by the USDA and local Kitsap County agricultural lease rates, and (iii) include a proportional share of the cost of maintaining and operating any common areas included in the Premises. This calculation will also recognize (x) that certain costs of ownership, including the cost of some insurance and utilities, may be paid directly by the Farmer and are therefore not costs for which reimbursement is required, (y) that use of the Premises is restricted by the Lease in ways that reduce the fair rental value, and (z) that Farmer will be providing certain benefits to the Bainbridge Island community including but not limited to preservation and enhancement of agricultural land quality (e.g. soil amendments and physical improvements), opportunities for public involvement in the agricultural process and protection of the environment.
- b. On mutual agreement by the City and Friends, consideration may be given in exceptional circumstances on a case-by-case basis for a sublease Farmer's rent rate to be calculated by an agreed percentage rate of gross income from crop yield. Under

Income received by Friends related to the terms of this lease shall be deposited in a separate account established for this purpose.

Friends will receive up to twenty percent (20%) of income received as a property management fee.

Friends shall keep and maintain complete, appropriate, and accurate books, records and accounts of the income and expenses related to this Lease, in accordance with standard accounting practice. These books, records and accounts, including true copies of receipts and sales slips and any sales and other excise tax reports that Friends may be required to furnish to any government or governmental agency, shall at all reasonable times be open to the inspection of the City. City may request, at its own expense, an independent audit or review of said books, records and accounts.

If at any time a Party determines that Friends is receiving adequate income to cover the costs associated with maintaining and managing the City's agricultural lands through income such as sub-lease rent payments, use fees, and other sources associated with the City's lands, then the Parties agree to negotiate in good faith the terms of monetary rent due to the City from Friends, with the intent that the City should be receiving income beyond the costs of maintenance and management, which rent may be used by the City for any municipal purpose.

ARTICLE 5: TAXES AND ASSESSMENTS

5.1. TAXES AND ASSESSMENTS: The City shall be responsible for payment of all taxes and governmental assessments that relate to the Improvements and the Premises. Friends shall pay directly, when due, all other service bills, and utilities charges associated with the Premises.

5.2. TAXES ON PREMISES: In the event that the local taxing authority bills Friends for the taxes on the Premises, the City shall be responsible for such expense. The City shall promptly pay any such tax bill upon receipt thereof from Friends or the taxing authority.

ARTICLE 6: IMPROVEMENTS

6.1. CITY FUNDING: The City may, but is not obligated to, provide funding for specific, City-approved capital projects. The initial plan for funding and related capital projects is identified in Exhibit D, but it is anticipated that this plan will change from time to time on agreement between the Parties. Friends can draw on approved City funding, as needed, with the approval of the City Manager.

6.2. Within the meaning of this Article, "Improvements" shall mean "Additions to or enhancements of raw land or a building that normally increase its usefulness and value, and are intended to remain attached or annexed including but not limited to buildings, irrigation systems, fencing, green houses, electrical installations, etc," that are added by Friends subsequent to entering the Lease.

6.3. OWNERSHIP: It is agreed that all improvements constructed or placed on the Premises in whole or in part at the expense of the City during the term of this Lease shall be the

property of the City and that all improvements constructed or placed on the Premises by Friends solely at its own expense during the term of this Lease shall be property of Friends.

6.4. ALTERATION OF IMPROVEMENTS: Subject to the City Manager's written approval when such approval is required under the terms of this Lease, Friends shall have the right to alter, improve, or expand existing improvements on the Premises for uses permitted by the terms of this Lease, provided that such alteration, improvement or expansion is permitted under the other terms of this Lease.

6.5. DEVELOPMENT OF NEW PERMANENT STRUCTURES: New permanent structures may be developed on the Premises only for uses permitted by the terms of this Lease, and only with the written consent of the City Manager, which consent shall not be unreasonably withheld. Specific uses for which such structures may, with the City's consent, be constructed include, but are not limited to, housing for interns or seasonal farm workers, storage, shelter for animals, growing of plants, value-added processing of farm-raised products, retail sale of farm-produced products, educational activities, and activities benefiting the local community, provided such uses are in compliance with all applicable public laws and regulations.

6.6. CITY'S APPROVAL REQUIRED: Friends must receive prior written approval from the City Manager for the siting and construction of new permanent buildings of any kind and for any modification of existing permanent buildings that expands or alters the exterior of such buildings.

6.7. QUALITY OF IMPROVEMENTS: Friends shall ensure that all construction and other work permitted by this Lease shall be done in a good and workmanlike manner and in compliance with all applicable laws, regulations, building codes, orders and requirements of all public authorities. The City may inspect Friends' work at reasonable times and shall promptly give notice of observed defects.

6.8. PROHIBITION OF LIENS: No lien of any type shall attach to the City's title to the Premises or to the City's interest in the Premises or to any other property owned by the City. Friends shall not permit any statutory or similar lien to be filed against the Premises, the Improvements, or any interest of the City or Friends. If any such lien remains more than sixty (60) days after it has been filed, Friends shall, at Friends' sole expense, cause any such lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or as otherwise permitted by law. If Friends fails to cause such lien to be discharged within the sixty-day period, then, in addition to any other right or remedy, the City may, but shall not be obligated to, discharge the lien by paying the amount in question. Any amounts paid by the City to discharge such liens shall be deemed to be additional Rent payable by Friends upon demand.

6.9. MAINTENANCE AND SERVICES: Friends shall, at Friends' sole expense, maintain the Premises and all improvements as required by this Lease. The City shall not be required to furnish any services or facilities, including but not limited to heat, electricity, air conditioning or water, or to make any repairs to the Premises or improvements, and Friends hereby assumes the sole responsibility for furnishing all services or facilities.

6.10. DISPOSITION OF IMPROVEMENTS UPON EXPIRATION OF LEASE TERM: Upon the expiration of the term of this Lease as such term may be extended or sooner terminated in accordance with this Lease, Friends shall surrender all improvements together with the Premises to the City. Notwithstanding the generality of the foregoing, Friends may remove from the Premises upon or prior to the expiration of the Lease any property of Friends that does not rest upon a permanent foundation or is not otherwise permanently installed on the Premises.

ARTICLE 7: MORTGAGE FINANCING

Friends may not mortgage the Improvements or any portion of the Premises without the prior written consent of the City Manager.

ARTICLE 8: LIABILITY, INSURANCE, DAMAGE AND DESTRUCTION, EMINENT DOMAIN

8.1. FRIENDS' LIABILITY: Friends assumes sole responsibility and liability for all persons and entities related directly to Friends' possession, occupancy and use of the Premises including but not limited to Friends' agents, employees, family, invitees, customers and guests. Friends assumes no responsibility or liability for the agents, employees, invitees, or guests of the City accessing the property for public purposes including but not limited to educational programs, community meetings or events, site-tours, trail use, completion of official duties, or implementation of this Lease.

8.2. INDEMNIFICATION: Friends shall defend, indemnify and hold City harmless against all liability and claims of liability for injury or damage to person or property from any cause on or about the Premises and the Improvements. Friends waives all claims against City for such injury or damage. However, the City shall remain liable (and Friends shall not indemnify and defend City against such liability or waive such claims of liability) for injury or damage due to the grossly negligent or intentional acts or omissions of the City or City's agents or employees. The City shall defend, indemnify and hold Friends harmless against all liability and claims of liability for injury or damage to persons or property from any cause on or about the Premises and the Improvements from actions taken by the City under this Lease.

8.3. PAYMENT BY THE CITY: In the event that City shall be required to pay any sum that is Friends' responsibility or liability, Friends shall promptly reimburse the City for such payment and for reasonable expenses caused thereby. In the event that Friends shall be required to pay any sum that is the City's responsibility or liability, the City shall promptly reimburse Friends for such payment and for reasonable expenses caused thereby.

8.4. INSURANCE – CITY: The City shall, at the City's sole expense, be responsible for insuring all City-owned Improvements and other City-owned property against loss or damage by fire or other hazards and for insuring against any City liability under such terms as the City shall determine in its sole discretion.

AGREEMENT FOR PROFESSIONAL SERVICES

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

WHEREAS, the City desires to enter into an agreement for marine and coastal engineering design services in connection with the Fletcher Bay Road End Improvements; and

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

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

1. SERVICES BY CONSULTANT

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

2. PAYMENT

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

☒ Hourly, plus actual expenses, in accordance with Attachment A, but not more than a total of Forty-Three Thousand Two Hundred Thirty-Three Dollars and Fifty-One Cents (\$43,233.51);

☐ Fixed Sum: a total amount of \$_____;

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

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

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

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

3. INSPECTION AND AUDIT

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

4. INDEPENDENT CONTRACTOR

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

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

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

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

5. DISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

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

6. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until December 30, 2015, unless sooner terminated by either party as provided below.

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

7. OWNERSHIP OF WORK PRODUCT

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

8. GENERAL ADMINISTRATION AND MANAGEMENT

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

reason of any negligent act, error and/or omission of the Consultant, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the Consultant under this Agreement.

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

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

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

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

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

10. INSURANCE

Consultant shall maintain insurance as follows:

☒ Commercial General Liability as described in Attachment B.

☒ Professional Liability as described in Attachment B.

☒ Automobile Liability as described in Attachment B.

☐ None.

11. SUBLETTING OR ASSIGNING CONTRACT

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

12. EXTENT OF AGREEMENT/MODIFICATION

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

by written instrument properly signed by both parties.

13. SEVERABILITY

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

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

14. FAIR MEANING

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

15. NON-WAIVER

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

16. NOTICES

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

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

To the Consultant: AECOM Technical Services, Inc.
 710 Second Avenue, Suite 1000
 Seattle, Washington 98104

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

17. SURVIVAL

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

18. GOVERNING LAW

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

19. VENUE

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

20. COUNTERPARTS

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of December ____, 2014.

AECOM TECHNICAL SERVICES, INC.

CITY OF BAINBRIDGE ISLAND

By_____

By_____

Name_____

Douglas Schulze, City Manager

Title_____

Tax I.D. #_____

City Bus. Lic. #_____

ATTACHMENT A

SCOPE OF SERVICES AND FEE PROPOSAL

Fletcher Landing Road End Improvements Design and Construction Documentation Scope of Work

The City of Bainbridge Island (City) recently completed a community based alternatives analysis to improve the road end at Fletcher Landing. The City selected AECOM (Consultant) to provide design services and limited permitting assistance for the project. The project includes the removal of a deteriorated concrete retaining wall at Fletcher Road End, grading, stormwater improvements, and installing beach nourishment, shoreline protection, a bench, landscaping, and trails to enhance public access, as per Option B shown in the Fletcher Landing Proposed Road End Improvements Assessment (AECOM, September 2014) and as modified by the Bainbridge Island City Council. The project is located in a residential area and the neighbors and nearby property owners will be important stakeholders in developing construction logistics and final design.

The City wishes to complete construction by the end of August, 2015. Assuming that all critical permits and associated conditions are included as specifications within the Contractor bid package, permits are recommended to be secured within the March/April 2015 time period. This in-turn allows comfortable and adequate time (two or three months) to issue the bid packages, select the Contractor and allow for well-planned mobilization and construction implementation. Securing permits after the March/April timeframe has significant potential to increase project risk including contracting delays and/or unanticipated permit conditions that could affect Contractor work specifications that become known after Contractor bid selection process is completed. Delay in securing permits increases risk of meeting the August project completion time frame.

Also, it is noted that the maximum allowable construction cost for Fletcher Landing Road End Improvements is \$70,000. If construction bids come in over the budget set by the City, it is expected this would affect cost and schedule.

The Scope of Work and fee proposal to implement needed work included below.

Task 1: Survey & Utility Investigation, Geotech Assessment

Perform a topographic survey of the Fletcher Landing project area and develop a base map of sufficient detail to support design & construction drawings and identify utilities in the project area. Conduct a geotechnical assessment to determine the design soils.

Measurable Task Objectives

Develop a detailed topographic survey of project site and identify any existing utilities, and provide a geotechnical memorandum detailing findings on existing fill material and the impact of removing the existing bulkhead on existing fill material.

Approach

Engage a reputable subcontractor to conduct the survey and locate the utilities.
Conduct a geotechnical assessment of the existing fill material and design soils.
AECOM will contact City of Bainbridge Underground Utilities Locating Service at 1-800-424-5555 to identify utilities in the project site.

Assumptions

Achieving task objectives is based on the following assumptions. Changes to these assumptions may require scope, schedule, or budget modifications.

- Survey will take 2 days to collect data and process by subcontractor.
- Survey will be completed at lowest daytime tide available before December 31, 2014, to obtain the maximum possible topographic survey area.
- Property lines can be determined based on field survey locating property corners stakes.
- City will provide site control (horizontal and vertical) and all property boundary and easement information for use in survey and development of a base map.
- Vertical datum shall be Mean Lower Low Water (MLLW).
- Horizontal datum shall be NAD 83.

Deliverables

Deliverables are to include:

- Survey base map in AutoCADD-3D using MLLW datum.
- Locations of utilities, if any identified, in the area and associated construction equipment use areas. This information will be provided directly to the City electronically as well as included within the Final PS&E contractor bid package.
- Geotechnical memorandum.

Cost \$5,375.89

Task 2: Preparation of PS&E Packages (60%, 90%, and Final bid/construction set)

Prepare engineering drawings and construction documents and assist the City in selecting a construction contractor

Measurable Task Objectives

Prepare detailed engineering and construction documents. These documents (including design drawings and construction narrative) will be developed sequentially (i.e., 60%, 90% and Final). The initial 60% PS&E design package will include adequate design and construction narrative information to support the preparation and completion of the State of Washington Environmental Policy Act (SEPA) Checklist and the Joint Aquatic Resources Permit Application (JARPA). Consultant will not be providing any habitat or environmental documentation.

Subsequent to the 60% submittal, City will submit application materials and secure needed permits and authorizations for project construction. Simultaneously, Consultant will be completing the 90% PS&E package and working on the Final PS&E package. However, the Final PS&E package will not be completed until all identified critical permits and their associated conditions are issued. These permits and conditions will be included as Contractor specifications within the bid package.

City concerns and comments on PS&E revisions shall be addressed in the subsequent revision (i.e., comments on the 60% revision will be addressed in the 90% revision). No changes will be made to the 60% or 90% PS&E packages after submittal to the City.

Review the construction bids and provide a recommendation to the City on the most responsive and cost competitive bid.

Approach

We anticipate activities to include:

- Prepare 60%, 90% and Final bid/construction set of plans, specifications, cost estimates, and necessary bid documents. The 60% set will include drawings for JARPA permitting.

- Conduct one (1) meeting with each of two (2) adjacent landowners to discuss project impacts. These meetings will also be attended by the City representative.
- Review the construction bids received and compare them to bid submittal requirements. Prepare a bid tabulation and recommendation to support the City's selection.

Assumptions

Achieving task objectives is based on the following assumptions. Changes to these assumptions may require scope, schedule, or budget modifications.

- The City will provide the standard specification package used by the City of Bainbridge Island including the Spill Prevention package and SWPPP.
- The City will procure all permits and prepare/implement SEPA Checklist.
- The City will provide review comments to AECOM within one week of submission of the 60% and 90% PS&E packages.
- The 60%, 90% and Final set of plans will not exceed 5 sheets.
- The City will facilitate scheduling and leading landowner outreach.
- The City will obtain required permits.
- The City will hold one solicitation of bids

Deliverables

Deliverables are to include:

- Three PS&E packages at 60%, 90% and Final. All packages to include five full sized (22x34 or 24x36) plan paper copies and one digital (PDF) copy.
- Evaluation of construction bids to assist City in awarding contract.

Cost \$30,906.96

Task 3: Site Visits during Construction

AECOM will provide field observation and home office engineering support during Construction. Site visits by AECOM are not to take the place of a full time knowledgeable inspector with authority on site at all times.

Measurable Task Objectives

Visit site two times during construction to monitor Contractor's progress and possible risks. Document observation notes for each visit.

Approach

- AECOM will conduct two site visits and provide the City with the associated observation notes during construction.
- AECOM will provide home office engineering support during construction in order to review contractor submittals, shop drawings, pay requests and change orders.

Assumptions

Achieving task objective is based on the following assumption. Changes to this assumption may require scope, schedule, or budget modifications.

- Site visits will be conducted in timely intervals and AECOM will be granted site access.
- One AECOM staff per site visit.
- Assume three submittal and one pay request review.

Deliverables

Deliverables are to include:

- Two observation notes associated with each of two site visits during construction.

Cost \$1,950.66

Task 4 - Permit and Environment/Habitat Services (As Requested):

During the course of the project, the City may require additional services in support of permitting efforts including environment/habitat assessment.

Measurable Task Objectives

To be determined if required.

Approach

- The City would issue a specific written request for services and authorization to use task budgets.
- AECOM would, upon receipt of the City's request, confirm the cost and schedule for delivering the request.

Assumptions

- Any work performed under this task would be subject to pre-approval by the City.

Deliverables

- As requested by the City.

Cost \$5,000

End of Scope of Work

ATTACHMENT A

SCOPE OF SERVICES AND FEE PROPOSAL

	Principal Oversight Peter Battuello	QA/QC Mark Landrigan	Proj Manager Senior Engineer Bill Gerken	Staff Engineer Kerri Bridges	Staff Engineer Jeremy Mull	Geotech Engineer	CADD Technician Melody Marshall	Project Administration Sam Alden	Total Labor Hours by task	Total Labor Cost by task	Other Direct Costs by task
Personnel											
Task Rate (US \$)	\$ 225.00	\$ 198.75	\$ 183.03	\$ 105.30	\$ 113.10	\$ 144.72	\$ 114.00	\$ 90.45			
1a - Survey & post processing by sub	1			4				1	6	\$ 736.65	\$ 2,035.00
1a - Travel Expenses											\$ 32.00
1b - Utility Identification				2					2	\$ 210.60	\$625
1c - Geotech assessment						12			12	\$ 1,736.64	\$0
2a - Meetings with Adjacent Landowners				8					8	\$ 842.40	
2a - Travel Expenses											\$ 32.00
2b - 60% PSE & bid documents		2	12	56	16		48	1	155	\$ 15,862.71	\$ 25.00
2c - 90% PSE & bid documents		2	10	28	12		16	1	79	\$ 8,447.85	\$ 25.00
2d - Final PSE & bid documents	1	2	8	14			8	4	45	\$ 4,834.74	\$ 50.00
2e - Review of Construction bids			2	4					6	\$ 787.26	
3 - Two site visits and observation notes	1		2	12					15	\$ 1,854.66	
3a - Travel Expenses											\$ 96.00
4 Permitting & Environmental/Habitat Assistance	As Directed by City									\$ 4,900.00	\$ 100.00
Total Labor Hours by Personnel	3	6	34	128	28	12	72	7	328		
Total Labor Cost by Personnel	\$ 675.00	\$ 1,192.50	\$ 6,223.02	\$ 13,478.40	\$ 3,166.80	\$ 1,736.64	\$ 8,208.00	\$ 633.15		\$ 40,213.51	
Total Other Direct											\$ 3,020.00
TOTAL PROJECT COST	\$ 43,233.51										

ATTACHMENT B

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

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

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

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

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

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

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

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BIL



PROCESS INFORMATION

Subject: Fletcher Landing Road-End Improvement Design Professional Services Agreement	Date: December 9, 2014
Agenda Item: Unfinished Business	Bill No.: AB: 14-173
Proposed by: Public Works Director Barry Loveless	

BUDGET INFORMATION

Dept/Fund: 2014 Public Works Budget – Road-Ends

Expenditure Req.: \$43,233.51	Budgeted? ☒ Yes ☐ No	Budget Amend? ☐ Yes ☒ No
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REFERRAL/REVIEW

Study Session: 10/21/14	Recommendation: Proceed with design.		
City Manager ☒ Yes ☐ No	Legal ☒ Yes ☐ No ☐ N/A	Finance ☒ Yes ☐ No ☐ N/A	

DESCRIPTION/SUMMARY

Action Item:

Consider approval of the Fletcher Landing Road-End design professional services agreement.

Background:

This project consists of design services for the Fletcher Landing Road-End Improvement project. The design concept was approved by City Council at their October 21, 2014 Study Session. Design improvements include removal of a deteriorated concrete bulkhead, grading, stormwater improvements, shoreline protection, beach nourishment, a viewing bench, and trails and native vegetation.

The City solicited statements of qualifications from the consultant roster and AECOM Technical Services, Inc. was selected as the most qualified consultant to perform the work. See attached agreement and scope of work for further details.

RECOMMENDED ACTION

Motion:

I move that the City Council approve the Professional Services Agreement with AECOM Technical Services, Inc. in the amount of \$43,233.51 for the Fletcher Landing Road-End Improvement design and authorize the City Manager to execute the Agreement.

CITY OF BAINBRIDGE ISLAND CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Resolution No. 2014-24, Plat of Grow Community II Final Subdivision (FSUB13551B)	Date: December 9, 2014
Agenda Item: Closed Record Public Meeting	Bill No.: AB 12-125
Proposed By: Heather Beckmann, Associate Planner	Referral(s): N/A

BUDGET INFORMATION

Department: Planning	Fund: N/A	Munis Contract # None.
Expenditure Req: N/A	Budgeted? ☐ Yes ☐ No	Budget Amend. Req? ☐ Yes ☐ No

REFERRALS/REVIEW

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

DESCRIPTION/SUMMARY

Action Item:

Consider approval of Resolution 2014-24, grantin final subdivision approval of a 32 lot subdivision of single (26) and multifamily lots (5) to support 88 residential units, a forest and field open space tract, a community building and mixed use building on a 5.25 acre parcel that is zoned R-14.

In accordance with the provisions of BIMC 17.04.113, the City Council shall review the final subdivision application consistent with the provisions of BIMC 17.014.115. This is a quasi-judicial matter and a closed record public meeting. Background material is provided in the agenda packet.

Under BIMC 17.04.115, the City Council shall approve the final subdivision if the criteria have been met (See Plat of Grow Community Phase II Final Plat Memo, Attachment B, Compliance Notation Report for all criteria and Staff's response). In accordance with the provisions of BIMC 17.04.115, the application for final subdivision is before the City Council for decision.

Under BIMC 2.16.160, the City Council shall take one of the following actions: Adopt the resolution, including findings of fact and conclusions of law, Adopt a resolution, including findings of fact and conclusions of law, approving the proposal with conditions; amending the proposal; Adopt a resolution, including findings of fact and conclusions of law, denying the proposal. In accordance with the provisions of BIMC 2.16.160.L, the application is before the City Council for decision.

Continued on Page 2

RECOMMENDED ACTION

Motion:

I move that the City Council adopt Resolution 2014-24, including findings of fact and conclusions of law, approving the final Plat of Grow Community II Subdivision.

DESCRIPTION/SUMMARY – Page 2

History:

The project received site plan and design review approval on March 9, 2012 as a phased, Tier II, Built Green 5 Housing Design Demonstration Project (HDDP) for the development of 131 residential units, a school and a community building on an 8 acre site. An almost 3 acre portion of the 8 acre site received final approval to subdivide on November 7, 2012 after a recommendation from the Hearing Examiner to the City Council on August 24, 2012. The almost 3 acre portion approved the creation of 24 lots (20 single family and 4 multifamily) to accommodate 45 dwelling units, a parking tract to accommodate 54 parking spaces and an open space tract to provide open space including public trails.

On October 23, 2013, the applicant applied to amend their approved site plan and design review for the entire 8 acre site, to subdivide the remaining 5 acres (SUB13551B), to receive a conditional use permit (CUP13551) for a health care/education use, to amend their approved subdivision (SUBA13551B) and to adjust the lot lines (BLA13551C) between Phase I and proposed Phase II.

The Hearing Examiner conducted an open record public hearing on these consolidated projects on June 19, 2014. The Hearing Examiner issued a recommendation of conditional approval and entered Findings of Fact, Conclusions of Law and Recommendation on July 7, 2014, approving the preliminary subdivision, SPR amendment, CUP and conditioned the project so that the boundary line adjustment and subdivision amendment shall be recorded with the final plat approval.

Despite a decision on the applications, the Hearing Examiner retained jurisdiction over the portion of the project that related to trail connectivity. The Hearing Examiner gave the applicant 120 days from the date of the decision to satisfactorily revise the trail connection from the northwest corner of Grow and Wyatt to the southwest corner of Shepard.

The applicant pursued a design alternative that was reviewed by the Design Review Board on October 20, 2014. In response to this meeting, the applicant provided the City with two revised plans. The Planning Department reviewed and approved the plans and forwarded the comments from the Board and the plans to the Hearing Examiner. In response to the Board comments and the Planning Department's recommendation, the Hearing Examiner approved a path design and terminated his jurisdiction over its design. He also amended Condition 39 to reflect the recommendations of the Board and Planning Department. The amendment to Condition 39 have been incorporated into the Compliance Notation Report, and revised on the face of the final plat.

The applicant applied for their plat utility permit in July 2014. They have since demolished the homes on the site, and began preparing the site for the construction of the underground parking garage. The outstanding improvements to be conducted under the permit have been bonded for and approved by the City Engineer, including but not limited to; Wyatt and Shepard Way sidewalk and bike path, landscaping, and water and sewer upgrades.

Location:

This 5.25 acre site is located to the east of Grow Community Phase I and the Olympian condominium, to the west of the commercial development commonly referred to as the Pavilion, and is bordered by Wyatt Way to the North and Shepard Way to the South.

City of Bainbridge Island
PLANNING AND COMMUNITY DEVELOPMENT

MEMORANDUM

TO: City Council
City Manager, Doug Schulze

FROM: Heather Beckmann, Associate Planner

DATE: November 25, 2014

RE: Decision Criteria, Plat of Grow Community II Final Subdivision-(FSUB13551B)
City Council Meeting, December 9, 2014

HISTORY

The project received site plan and design review (SPR) approval on March 9, 2012 as a phased, Tier II, Built Green 5 Housing Design Demonstration Project (HDDP) for the development of 131 residential units, a school and a community building on an 8 acre site. An almost 3 acre portion of the 8 acre site received final approval to subdivide on November 7, 2012 after a recommendation from the Hearing Examiner to the City Council on August 24, 2012. The almost 3 acre portion approved the creation of 24 lots (20 single family and 4 multifamily) to accommodate 45 dwelling units, a parking tract to accommodate 54 parking spaces and an open space tract to provide open space including public trails.

On October 23, 2013, the applicant applied to amend their approved site plan for the entire 8 acre site, to subdivide the remaining 5 acres (SUB13551B), to receive a conditional use permit (CUP13551) for a health care/education use, to amend their approved subdivision (SUBA13551B) and to adjust the lot lines (BLA13551C) between Phase I and proposed Phase II.

The Hearing Examiner conducted an open record public hearing on these consolidated projects on June 19, 2014. The Hearing Examiner issued a recommendation of conditional approval and entered Findings of Fact, Conclusions of Law and Recommendation on July 7, 2014, approving the preliminary subdivision, SPR amendment, CUP and conditioned the project so that the BLA and SUBA shall be recorded with the final plat approval. The boundary line adjustment and subdivision amendment will be heard following this item.

Despite a decision on the applications, the Hearing Examiner retained jurisdiction over the portion of the project that related to trail connectivity. The applicant pursued a design alternative that was approved by the Hearing Examiner, thus terminating his jurisdiction over the trail. He also proposed an amendment to one of the conditions, and that amendment is reflected in the Compliance Notation Report (Attachment B).

On November 6, 2014, the applicant applied for the final subdivision. In accordance with state law, the City Council retains the decision-making authority for final subdivisions. Review of a final subdivision is the means to determine that the terms and requirements of preliminary subdivision approval have been met and that required improvements have been bonded/guaranteed.

City of Bainbridge Island
PLANNING AND COMMUNITY DEVELOPMENT

FINAL SUBDIVISION CRITERIA

Pursuant to BIMC 2.16.160(G), the City Council shall approve a final subdivision if determined that the following five criteria have been met. Below are the criteria along with staff's response:

a. That the conditions imposed through the preliminary subdivision have been met;

Attached is a Compliance Notation Report (Attachment B) that provides the staff's response to each condition as set by the Hearing Examiner. Staff finds that the conditions from the preliminary subdivision have been met.

b. Bonds or other assurance devices, if any, by their essential terms assure completion of all plat improvements;

The plat utility permit included a performance bond at a rate of 125% of the improvement costs. The bond was reviewed and approved by the City Engineer.

c. The requirements of state law, the BIMC, the comprehensive plan, and any other applicable ordinances in effect at the time of preliminary plat approval have been satisfied by the subdivider.

Pursuant to the Compliance Notation Report, the conditions of approval established by the Director and the Hearing Examiner, the requirements of state law, the BIMC and the Comprehensive Plan have been satisfied. Please reference the report to find how the conditions of approval have been satisfied.

2. The City Council can approve the final subdivision with minor modifications recommended by the department and the applicant.

The final subdivision did not include any minor changes from the preliminary Subdivision approval.

3. If the City Council approves the final subdivision, the Council chair shall sign the face of the final plat to indicate the Council's approval; provided, that upon approval of the final plat the City Council may direct and authorize the mayor or another Council member to sign the face of the final plat to indicate the council's approval.

Sheet 1 of 9 of the final plat submittal includes a date and signature line for the Mayor.

4. If an applicant voluntarily sets aside more than 25 percent of the site as designated open space, that fact will be noted on the plat.

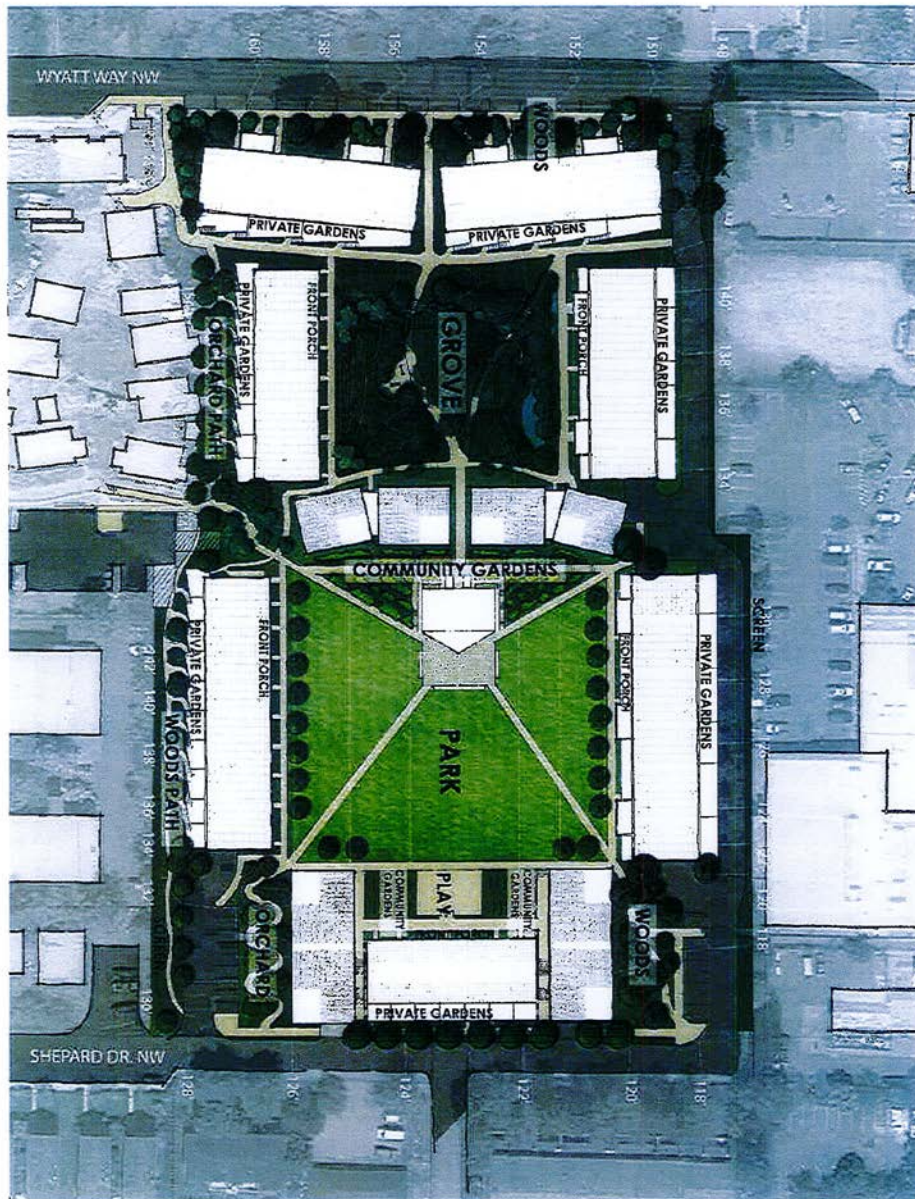
The applicant set aside 45% of the site as open space, some of which was provided to receive points as an HDDP project. The final subdivision plan set included an open space sheet (Sheet 8 of 9) that designates the amount of open space at 45%.

5. The original mylar of the final subdivision shall be recorded with the County Auditor, and one copy with the auditor's recording number shall be filed with the City.

Sheet 1 of 9 of the final plat submittal includes a date and signature line for the County Auditor.

City of Bainbridge Island
PLANNING AND COMMUNITY DEVELOPMENT

Attachment A
Site Plan Review (SPRA 13551)
Approved Site Plan



City of Bainbridge Island
PLANNING AND COMMUNITY DEVELOPMENT

Attachment B
Grow Subdivision
Compliance Notation Report

SEPA CONDITIONS:

1. A Stormwater Pollution Prevention Plan (SWPPP) is required prior to building and civil construction activities. Stormwater quality treatment, erosion and sedimentation control shall be designed in accordance with BIMC 15.20. The submittal documents shall be prepared by a civil engineer licensed in the State of Washington. The SWPP shall include off-street accommodation for construction vehicle parking. **This condition was satisfied through the plat utility permit.**
2. A construction stormwater permit (NPDES) will be required prior to building permit issuance. **This condition was satisfied through the plat utility permit.**
3. To ensure the survivability of the significant trees designated to be preserved, the applicant shall follow the recommendations as provided in BIMC 18.15.010.C.2.b:
 - i. An area of prohibited disturbance, generally corresponding to the dripline of the significant trees and/or tree canopy of tree stands shall be identified by the applicant and approved by the department before commencement of site plan preparation; and
 - ii. A temporary four-foot high chain link or four-foot high plastic net fence shall delineate the area; and
 - iii. No impervious surfaces, fill, excavation, vehicle operations, compaction, removal of native soil or storage of construction materials shall be permitted within the area defined by such fencing; and
 - iv. A rock well shall be constructed if the grade level around the tree is to be raised more than one foot. The inside diameter of the well shall be equal to the diameter of the dripline of the tree or tree canopy of tree stands; and
 - v. The grade level shall not be lowered within the larger of (a) the dripline of the tree, or the tree canopy of tree stands, or (b) the area recommended by a consulting arborist certified by the International Society of Arboriculture.

This condition (i-v) was satisfied through the plat utility permit.
4. All construction activities are subject to noise regulations in BIMC Chapter 16.16. **This condition is recorded on the face of the plat (page 3 of 9).**
5. To limit the impact on lighting, any proposed lighting shall comply with BIMC Chapter 15.34. **This condition is recorded on the face of the plat (page 3 of 9).**

City of Bainbridge Island
PLANNING AND COMMUNITY DEVELOPMENT

6. To ensure appropriate recreational opportunities, park nodes and associated facilities shall be created for each phase of development as indicated on the site plan for Phase I. The forest area and park node shall be planted prior to the application for any permits on Phase IIB. **This condition is recorded on the face of the plat (page 3 of 9).**
7. To ensure the historical and cultural resources of the naval housing and the Grow Farm are documented, the applicant shall provide the report titled "The Report of the History and Cultural Significance of the Site Being Developed as the Grow Community" prepared by Jon and Toby Quitslund to the Bainbridge Island Historical Museum. Prior to final inspection of the community building, the applicant shall indicate how the history of the site will be incorporated in the community building; examples include displaying the report and historical photographs, including any video or photographs of the Grow Historic Honoring ceremony. **This condition is recorded on the face of the plat (page 3 of 9).**
8. To ensure historic and cultural resource preservation, a completed Washington State Historic Property Inventory Field Form shall be recorded with the State prior to the demolition of any building. **This condition was satisfied when the forms were recorded through the State.**
9. To reduce car dependency and mitigate the impacts of traffic, the applicant shall provide a car sharing program, electric charging stations and covered bicycle storage areas. **This condition is recorded on the face of the plat (page 3 of 9), and indicated on the approved site plan and plat utility permit.**
10. The applicant shall follow the phasing schedule to ensure that pedestrian connectivity is provided during each phase of the development. **This condition is recorded on the face of the plat (page 3 of 9).**

NON-SEPA CONDITIONS:

11. All landscaping shall be installed, or a performance assurance device shall be submitted and approved, prior to final inspection of the final building within the phase being constructed. The installation of landscaping shall be verified by the Landscape Professional or owner and a landscaping declaration shall be signed. The applicant shall provide a final landscape construction plan for each phase for review by staff. **This condition is recorded on the face of the plat (page 3 of 9).**
12. Landscape buffers (particularly the three foot buffer landscape fence along the eastern edge of the development) shall be maintained with a maintenance assurance device for a period of three years. No vegetation within the buffers shall be disturbed without approval of the Department of Planning and Community Development through an approved clearing, grading or civil plan. **This condition is recorded on the face of the plat (page 3 of 9).**
13. The development shall provide non-motorized public trail right-of-way easements through the development as depicted in the site plan drawings, with the addition of an easement from the southeast corner of the site from Shepard directly to the Pavillion to Madison. **This condition is recorded on the face of the plat (page 3 of 9).**

City of Bainbridge Island
PLANNING AND COMMUNITY DEVELOPMENT

14. The applicant shall retain 30% of the significant trees on-site for Phase I. Phase II A & II B shall provide 40 tree units per acre and retain any significant trees identified on Sheet 8, Preliminary Plat of Grow Community II. If any retained significant trees are determined to be hazardous by a professional arborist, they may be removed after a replanting plan that follows the requirement options under BIMC 18.15.020.C.3.b has been approved by the Department of Planning and Community Development. **This condition is recorded on the face of the plat (page 3 of 9).**
15. Any off-site location(s) for community solar arrays shall require a separate permit review and are not approved as part of this application. **This condition is recorded on the face of the plat (page 3 of 9).**
16. Construction of any civil improvements and/or appropriate bonding shall occur prior to any building permits being issued for each phase of development. The improvements to be constructed for Phase I of development shall be in substantial conformance to the Phasing Plans submitted by Browne Engineering, last revised 2/17/12, or as amended and approved to the satisfaction of the Development Engineer. Phase II improvements shall be in substantial conformance to the Phasing Plans submitted by Brown Engineering, last revised October 15, 2013, plans C1-C5, or as amended and approved to the satisfaction of the Development Engineer. **This condition is recorded on the face of the plat (page 3 of 99), and the improvements have been bonded for.**
17. The applicant shall submit civil construction plans prepared by a professional engineer for all roads, storm drainage facilities, sanitary sewer and water facilities and appurtenances. Phase I civil construction design and phasing shall be in substantial conformance to the Utility Plan prepared by Brown Engineering, last revised 2/17/12, or as amended and approved to the satisfaction of the Development Engineer. Phase II civil construction design and phasing shall be in substantial conformance to the Utility Plan prepared by Brown Engineering, last revised October 15, 2013, plans C1-C5, or as amended and approved to the satisfaction of the Development Engineer. **The applicant submitted a plat utility permit for the improvements as depicted on the utility and civil plans.**
18. Storm drainage facilities are to be maintained by the applicant. The applicant shall provide a declaration of covenant prior to final occupancy that guarantees that the system will be properly maintained. The covenant shall include language that will allow the City to inspect the system to ensure is properly performing. **This condition is recorded on the face of the plat (page 3 of 9).**
19. The downstream stormwater conveyance for the west drainage basin in Grow Avenue shall be improved to the satisfaction of the Development Engineer during the plat utility permit review. **The applicant submitted a plat utility permit for the conveyance that was approved by the City's Development Engineer.**
20. The designated guest parking spaces shall have adequate 'guest parking' signage and the remaining spaces for the day care or wellness center and community building shall have signage that indicates that they are available for guest parking when not in use by the those

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uses. **The plat utility permit addresses this requirement.**

21. Prior to issuance of any building permits for the early childhood development center, the applicant shall submit documentation to determine the appropriate amount of parking spaces. If the amount exceeds the ten allocated for the use, the applicant shall indicate how and where they will provide the additional spaces. These spaces may require an amendment to the site plan review. Prior to the issuance of any building permits for the wellness center, if required by the municipal code, the applicant shall apply for an amendment or a new site plan review along with all required documentation, including but not limited to a traffic impact review. **This condition is recorded on the face of the plat (page 3 of 9).**
22. To address the requests of the Fire Marshal, the applicant shall install residential sprinklers to the units, as found necessary. The fire apparatus access road shall be marked “FIRE LANE-NO PARKING”. **The plat utility permit addresses this requirement.**
23. To address the requests of the Health District, the applicant shall submit building clearance for sewer properties, and binding water and sewer availability letters prior to issuance of a building permit for the residences. Additionally, any existing septic tanks must be pumped and a licensed well driller must decommission any existing wells. **This condition was satisfied during Phase I of Grow Community.**
24. During each phase of trail construction, the applicant shall install signage that indicates the trails are public at each entry point on the perimeter of the site. **This condition is recorded on the face of the plat (page 3 of 9), and signage has been installed for Phase I.**
25. Each phase of the project shall conform to the HDDP program criteria for housing diversity, innovative site development and innovative building design. Prior to the issuance of a building permit for each phase, the application will be reviewed for compliance with the following:
 - a. The dwelling units shall be at or below 1,600 square feet of floor area;
 - b. 20-30% water use reduction;
 - c. 25-35% improved energy performance;
 - d. Innovative building design elements including alternative energy, energy efficiency, water efficiency, green building materials and accessibility;
 - e. HDDP Development standards related to Low Impact Development; the applicant shall allocate impervious surface coverage for each phase of development (Phase I);
 - f. Landscaping, recreational opportunities, open space and transportation elements that substantially conform to the site plans;
 - g. Bicycle spaces provided at one for every five parking spaces;

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- h. Built Green 5. Building permit applications, construction and final occupancy shall comply with the certification provisions of BIMC 2.16.020.3.f;
 - i. Proof of ongoing certification with the Built Green building rating system shall be required during construction and project certification shall be completed prior to final occupancy. **This condition is recorded on the face of the plat (page 3 of 9).**
26. Following the completion of each phase, Staff shall be able to access the site for tours no more than once every three months with permission and cooperation of the property owner. **This condition is recorded on the face of the plat (page 3 of 9).**
27. Each building shall meet the height requirement and shall not exceed 40' above average existing grade. This condition shall be recorded on the face of the final plat. **This condition is recorded on the face of the plat (page 3 of 9).**
28. Parking space and aisle dimensions shall meet the design standards in BIMC 18.15.020.J. Spaces for compact cars shall not exceed 30% of the amount of spaces proposed for each phase. This condition will be reviewed during the building permit phase for the
29. Landscaped islands with raised curbs shall be provided to define the ends of parking aisles and indicate the pattern of circulation.
30. Internal walkways shall be surfaced with nonskid hard surfaces, meet accessibility requirements and be designed to provide a minimum of five feet of unobstructed width, unless required to be greater to meet the Fire Marshal's requirements for emergency access, with the exception of the diagonal pathway connecting the site from the corner of Grow and Wyatt which should range from eight to ten feet.
31. Each phase shall provide one covered bicycle space for every five parking spaces for the multifamily development for a minimum total of 28 spaces for the entire 8 acre site. **This condition is recorded on the face of the plat (page 3 of 9).**
32. Pursuant to BIMC 15.08, the applicant shall apply for a permit for any regulated signs. **This condition is recorded on the face of the plat (page 3 of 9).**
33. A building, grading and/or plat utility permit shall be obtained prior to commencing any construction activities.
34. Prior to the issuance of any building permits, the project shall be reviewed for compliance with the lighting guidelines. **This condition is recorded on the face of the plat (page 3 of 9).**
35. Phases II A and II B (5 acre portion of the site) shall include the construction of all internal trails depicted on Sheet 9/9 of the Preliminary Plat documents, the 5'-wide bike lane, curb, gutter and sidewalk along Wyatt to the end of the project site, Shepard improvements including 10' of dedicated right-of-way, a sidewalk and bicycle path, and a publicly

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accessible pathway to connect the southeastern segment of the serpentine path directly to the Pavilion (in the manner specified by Condition #49 below). **This condition is recorded on the face of the plat (page 3 of 9).**

36. Building permits for the succeeding phase of development will not be issued before the previous phase of public trails, street improvements and their associated easements are completed as outlined in condition # 35. **This condition is recorded on the face of the plat (page 3 of 9).**
37. The concurrent boundary line adjustment (BLA13551C) and long subdivision amendment (SUBA13551B) shall be recorded with the final plat approval for Grow Community II. **The BLA and SUBA are scheduled to be recorded concurrently, following approval by the City Council.**
38. The Table on Sheet 3 of 3 of the Boundary Line Adjustment shall be revised to reflect the Lot Areas for the Open Space Tract. **The Table was adjusted to meet this condition.**
39. Direct, handicap accessible connectivity to the Pavilion that avoids going to Shepard Way shall be provided to the maximum extent feasible; provided that, the Design Review Board may approve a design containing an indirect route component if determined necessary to achieve handicap accessibility. **This condition is recorded on the face of the plat (page 3 of 9). See condition #49 for further discussion on this condition.**
40. Construction of the western most path, abutting the Olympian development, or something comparable in location, shall occur before any residential building permits are applied for Phase IIA. **This path has been constructed as part of the plat utility permit.**
41. As requested by the DRB, the applicant shall provide a landscape fence wall along the eastern border, prior to the completion of each phase of development. **This condition is recorded on the face of the plat (page 3 of 9).**
42. The ten foot wide landscape buffers to Wyatt Way and Shepard Way shall meet the full screen requirements of the BIMC 18.15.010. **This condition is recorded on the face of the plat (page 3 of 9).**
43. Four of the parking spaces in the parking lot abutting Shepard Way shall be designated as Visitor Parking, and include compact and standard spaces, as well as a handicap space. **This will be ensured through the plat utility permit.**
44. Lot coverage shall be recorded on the face of the final plat, and reflect the calculations due to the conditional use requirements for day care and community centers. **The Table was adjusted to meet this condition.**
45. Setbacks, as modified by the HDDP, shall be recorded on the face of the final plat. **Setbacks are recorded on the face of the plat.**
46. The applicant shall provide an open space management plan for review and approval by

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Staff. Said plan shall be recorded with the final plat. **The applicant provided an open space management plan and it has been approved. It shall be recorded with the final plat.**

47. Mailbox and pedestrian signage locations shall be indicated on the face of the final plat. **Both mailboxes and pedestrian signage locations are included on the face of the plat.**
48. The bus shelter, as recommended by Kitsap Transit, shall be constructed as part of Phase I plat utility improvements. **The plat utility permit included bonding for the construction of the Kitsap Transit bus shelter.**
49. Hearing Examiner jurisdiction over this proceeding is retained for the purpose of addressing the as yet unapproved design for connecting the diagonal pathway from the site's southeast corner to Madison Avenue. The applicant shall submit to the Planning Director for Design Review Board consideration a design for creating a direct, safe, convenient publicly-accessible linkage from the diagonal pathway to the public easement across the Pavilion parcel that connects the site to Madison Avenue. Compliance with Conditions # 13, #35, #39 above and this Condition shall require a written determination by the DRB and the Planning Director that the applicant has submitted a satisfactory design for such a direct linkage meeting the intent of the Comprehensive Plan's adopted policies for non-motorized transportation. After such approval, the pathway design and the DRB's determination of compliance shall be forwarded to the Hearing Examiner, who will terminate the jurisdiction retained herein upon confirming that the relevant requirements of the Condition and Conditions # 13, #35 and # 39 have been met. If it appears that a speedy resolution of this remaining design issue cannot be secured, either the Planning Director of the applicant may request that the Examiner reopen the public hearing for further review of the diagonal pathway issues and a reassessment of their relationship to the overall site plan approval, which approval may be amended based on revised findings and conclusions. If no satisfactory resolution has been obtained on the DRB level within 180 days of the date of this decision, the Planning Director shall provide the Examiner with a report assessing the current status of the issues, and the Examiner may order the hearing reopened for the purposes specified herein. **The applicant pursued a design alternative that was reviewed by the Design Review Board on October 20, 2014. In response to this meeting, the applicant provided the City with two revised plans. The Planning Department reviewed and approved the plans and forwarded the comments from the Board and the plans to the Hearing Examiner. In response to the Board comments and the Planning Department's recommendation, the Hearing Examiner approved a path design and terminated jurisdiction over its design. He also amended condition 39 to reflect the recommendations of the Board and Planning Department. The amendment to Condition 39 have been incorporated into the compliance notation report, and revised on the face of the final plat.**

RESOLUTION NO. 2014-24

A RESOLUTION of the City of Bainbridge Island, Washington
approving the Plat of Grow Community II Subdivision
(File No. FSUB13551B)

WHEREAS, on October 23, 2013, the preliminary subdivision application was submitted by Bainbridge Community Development, LLC to the Department of Planning and Community Development, along with four other applications: Site Plan and Design Review Amendment (SPRA13551)) for the entire 8 acre site, Conditional Use Permit (CUP13551) for a proposed health care/education use, Subdivision Amendment to Grow Community I (SUBA13551B), and a Boundary Line Adjustment (BLA13551C) between Phase I and proposed Phase II; and

WHEREAS, the preliminary subdivision application facilitated the creation of 32 (27 single family and 5 multifamily) lots to accommodate 88 residential units, a community center, a mixed use building and two open space tracts on a 5.25 acre site; and

WHEREAS, the Department of Planning and Community Development reviewed and forwarded its recommendation for conditional approval to the Hearing Examiner; and

WHEREAS, on June 19, 2014, the Hearing Examiner conducted an open record public hearing on the preliminary subdivision and the four other land use applications, upon proper notice; and

WHEREAS, on July 7, 2014, the Hearing Examiner issued a decision on the Preliminary Subdivision, Site Plan Review and Conditional Use Permit; and

WHEREAS, on November 26, 2014, the Hearing Examiner terminated jurisdiction over the public trail connectivity through the site and revised Condition # 39 to reflect his approval; and

WHEREAS, on November 6, 2014, the final subdivision application was submitted to the Department of Planning and Community Development and; now, therefore

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

Section 1. The Findings of Fact, Conclusions of Law and Recommendation of the Hearing Examiner (File No. SUB13551B), as set forth in Exhibit "A", which is attached and incorporated by reference, is adopted as the final decision of the Bainbridge Island City Council.

Section 2. The conditions imposed through the preliminary subdivision have been met.

Section 3. The Grow Community Subdivision (File No. FSUB13551B) proposed for final subdivision is in conformance with the zoning ordinance, the Comprehensive Plan, the subdivision regulations and standards, and all applicable land use ordinances and applicable state law in effect at the time of the preliminary plat approval.

Section 4. In accordance with BIMC 2.16.160.H, the City Council finds that bonds and assurance devices submitted by the applicant adequately assure completion of all required subdivision improvements.

Section 5. The Mayor is authorized to sign the original of the final plat for recordation with the Kitsap County Auditor.

PASSED by the City Council this ____ day of December, 2014.

APPROVED by the Mayor this ____ day of December, 2014.

By: _____
Anne S. Blair, Mayor

ATTEST/AUTHENTICATE

Rosalind D. Lassoﬀ, City Clerk

FILED WITH THE CITY CLERK: December 3, 2014
PASSED BY THE CITY COUNCIL: December ____, 2014
RESOLUTION NUMBER: 2014-24

Attached: Exhibit A
Findings of Fact, Conclusions of Law and Decision of the Hearing Examiner

July 7, 2014

**OFFICE OF THE HEARING EXAMINER
CITY OF BAINBRIDGE ISLAND, WASHINGTON**

REPORT AND DECISION

Project: Grow Community Phase II
*Preliminary Subdivision, Conditional Use Permit and Site
Plan Review Amendment Applications; conjoined with a
Lot Aggregation Application*

File numbers: SUB13551B, CUP13551 and SPRA13551C

Applicant: Bainbridge Community Development LLC
710 John Nelson Lane
Bainbridge Island, WA 98110

represented by Ryan Vancil, Attorney
266 Ericksen Avenue NE
Bainbridge Island, WA 98110

Location of Subject Property: At the southeast corner of Grow Avenue and Wyatt Way,
bisected by John Adams Way, with a southern boundary
along Shepard Drive.

**Zoning and Comprehensive Plan
Designations:** R-14, 3100 square feet per unit

Environmental Review: A SEPA Mitigated Determination of Non-significance was
issued May 27, 2014. No appeals were filed.

Request: The eight acre project received approval as a phased, Tier
II Built Green 5 Housing Design Demonstration Project
(HDDP) through an underlying site plan & design review

(SPR) land use permit on March 9, 2012 for the development of 131 residential units, a potential school and community center. The original approval divided the site into three phases. The first phase consisted of three acres at the corner of Grow Avenue and Wyatt Way and is currently under construction. Following the SPR approval, the first phase received approval as a HDDP subdivision (Grow Community I) on August 24, 2012.

The proposals subject to Hearing Examiner approval are to amend the originally approved site plan permit (SPR13551) for the remaining approximately five acres to incorporate proposed revisions reflected in the current site plan and design review application (SPRA13551C); to subdivide the property (SUB13551B); and receive conditional use approval for a community center and an early childhood center (CUP13551). A concurrently reviewed subdivision amendment (SUBA13551) will make slight adjustments to the open space and parking tracts of the Grow Community I subdivision to align with the proposed Grow Community II subdivision and is subject to City council approval based on a Hearing Examiner recommendation. In conjunction, an administrative application for a lot aggregation has been submitted to combine the seven tax parcels that make up the five acre portion of the project (proposed Grow Community II). A boundary line adjustment (BLA13551C) supports the subdivision amendment.

The five acre portion of Grow Community II is proposed for two phases, providing 88 residential units comprised of flats, townhomes and single-family units, a community center, and an early child development or wellness center. This five acre portion of the site was originally approved for 87 units, a school and community center. The revised site plan changes the project configuration, including the location of units; reduces the above-ground parking spaces; reorients the main trail; relocates the community center; eliminates the school and proposes a mixed-use building to house an early development and/or a wellness center; and incorporates various amenities.

FINDINGS OF FACT

Site and Proposal Characteristics

1. Site Characteristics:
Tax Assessor Information:
 - A. Tax Lot Numbers: 272502-4-186-2002, 272502-4-187-2001, 272502-4-188-2000, 272502-4-189-2009, 272502-4-190-2006, 272502-4-191-2005, 272502-4-192-2994
 - B. Owners of Record: Bainbridge Community Development LLC
 - C. Lot Size: 5.43 acres or 236, 907 square feet pre right of way dedication, 5.26 acres (after right-of-way dedication) or 226,512 square feet
 - D. Land Use: Residential.
2. Terrain: The property slopes gently to the southeast, with no steep slopes on the site.
3. Soils: Soil mapping indicates that Kapowsin gravelly loam is the predominant soil type on the site (Soil Survey of Kitsap County Area, Washington; U.S. Department of Agriculture, Soil Conservation Service, 1977).
4. Existing Site Development: John Adams Lane (formerly Government Way) contained multifamily uses; its 16 detached homes are now slated for demolition.
5. Proposed Access: The proposed development will be accessed from Wyatt Way and Shepard Drive NW. John Adams Lane will be closed and redeveloped.
6. Public Services and Utilities: City of Bainbridge Island Water and Sewer.
7. Zoning/Comprehensive Plan Designation: The subject property is zoned R-14, 3,100 square feet per unit.
8. Surrounding Zoning/Comprehensive Plan Designation:
 - A. North: R-4.3
 - B. South: R-14
 - C. East: MUTC/CORE
 - D. West: R-14
9. Surrounding Uses:
 - A. North: Single family residences, an undeveloped property and a retirement facility.
 - B. South: Multi-family condominiums.
 - C. East: Car wash, restaurants, movie theater and other commercial businesses (commonly referred to as the Pavilion development) and a day care center.
 - D. West: Phase I of Grow Community, developed with 21 for-sale units, and 20 rental units under construction.

Procedural background

10. A pre-application conference was held on August 5, 2013, after a public participation meeting on July 29, 2013 (Exhibit 12, Attachment D). The Design Review Board (DRB) first considered the project on August 19, 2013 (Exhibit 12, Attachment E). Applications were submitted on October 23, 2014, and deemed complete on November 21, 2014. The project was further discussed by the Design Review Board on the following dates: December 2, 2014 (Exhibit 12, Attachment G) and December 16, 2013. A revision to the site plan review plan set was submitted on February 13, 2014. The project was re-noticed to reflect the revisions on March 14, 2014, with the comment period ending on March 28, 2014. Supplemental information for the Design Review Board was submitted on April 28, 2014. The revised project was reviewed by the Design Review Board on March 31, 2014, and May 5, 2014. A

revision to the plan set was submitted on May 9, 2014, and a revision to sheet 1 on May 14, 2014. The Planning Commission held a public meeting on the project on May 22, 2014 and made a recommendation of approval to the Hearing Examiner.

11. The public hearing on the consolidated Grow Community Phase II proposals was held June 19, 2014, at the end of which the record was held open for the receipt of specified documents. These documents were forwarded to the Hearing Examiner on June 25, 2014. On June 27, 2014, the Examiner sent the following email message to the applicant and City staff:

I have determined that the proposed alteration of the Grow I final plat cannot be consolidated with the other applications. Its approval is solely governed by state law; there are no applicable BIMC provisions. Thus it cannot be an "approval listed in BIMC 2.16.010" subject to consolidation as required by BIMC 2.16.170. So a separate recommendation to the City Council for the plat alteration will need to be issued. We can base that recommendation on the existing record if the applicant and City so stipulate. A stipulation thus needs to be filed stating, in essence, that the City and applicant agree to de-consolidate the alteration from the rest of the package but that the record created at the 6-19-14 hearing is adopted as the record for the alteration application. The recommendation can be issued after I have received a copy of the stipulation and determined that it is adequate.

12. The project is subject to State Environmental Policy Act (SEPA) review as provided in Washington Administrative Code (WAC 197-11). Utilizing the optional DNS process provided in WAC 197-11-355, the City issued a combined Notice of Application/SEPA comment period on December 12, 2013. The later revision to the application warranted issuance of a new notice of application/SEPA comment period on March 14, 2014, with the 14-day comment period ending on March 28, 2014. A Mitigated Determination of Nonsignificance (MDNS) was promulgated on May 27, 2014, with the appeal period ending on June 10, 2014 (Exhibit 14). No appeals were filed.

13. The applicant is proposing to develop the site in two phases (2A and 2B). The staff report provided the following phasing matrix:

Phase 2A:

Demolition:	16 homes, commonly known as Naval housing.
New Buildings:	49 units, comprised of accessible flats (37), 2-story townhomes (8), 1-level single family homes (4)
Parking:	81 spaces
Street Improvements:	Extension of the 5'-wide bike lane, curb, gutter and sidewalk along Wyatt Way to the end of the project site.
Storm Drainage:	Collection and treatment of water from roadways using multiple Stormfilter Cartridge systems. Conveyance of water from landscape areas, building roofs and Stormfilter system to the City drainage system.
Water Main Improvements:	The water main constructed in Phase 1 through the parking area will be extended to connect to the water main placed in Wyatt Way as part of Phase 1.

Sewer	New section of 8" sewer main connected in Phase I will be extended to serve the buildings in Phase 2.
Internal Trail Improvements:	Internal trails shown in Phase I and II (3 acre portion of site).

Phase 2B:

Demolition:	None
New Buildings:	39 units, comprised of accessible flats (18), 2-story townhomes (17), 1-level single family homes (4)
Parking:	71 spaces
Street Improvements:	Shepard Improvements sidewalk, curb and gutter and an added 10' of dedicated right-of-way.
Storm Drainage:	Collection and treatment of water from roadways using multiple Stormfilter Cartridge systems. Conveyance of water from landscape areas, building roofs and Stormfilter system to the City drainage system.
Water Main Improvements:	Water main improvements to be completed with Phase 2A.
Internal Trail Improvements:	A publicly accessible pathway to connect Shepard Way through to Wyatt Way, in addition to the internal trails depicted in Phase III (5 acre portion of site).

14. Agency comments were received from the Fire Marshal, who stated that the fire apparatus access road needs to be marked "FIRE LANE-NO PARKING". The project is properly conditioned to meet this request (Condition # 22). The Health District provided a 'no comment' letter on November 12, 2013, in response to the pre-application meeting. The applicant met with the Historic Preservation Commission (HPC) after applying for permits to demolish the 16 naval homes along John Adams Way. The applicant has recorded historic property inventory (HPI) forms, as previously conditioned. The applicant also invited the HPC to a Historic Honoring Ceremony on Thursday, March 20, 2014 to commemorate the history of the Grow family, the Japanese community and the military use of the land.

15. An earlier SEPA condition required that an assessment of the property be prepared by a qualified professional historian. An historical report by Jon and Toby Quitslund has been provided to the Bainbridge Island Historic Museum, and Washington State Historic Property Inventory Field Forms have been submitted. The project still must incorporate historic elements into the community building and provide photographs or video of the Historic Honoring Ceremony (Condition # 7).

Comprehensive Plan

16. The site plan, subdivision and conditional use approvals all require findings of project compliance with the policies of the City's Comprehensive Plan. The Comprehensive Plan and the Winslow Master Plan (WMP) target the "Winslow Master Plan Study Area" to accommodate 50% of future population growth, based on the premise that urban infrastructure and facilities either currently exist or can be provided in an efficient manner. The Winslow Master Plan Study Area is intended to contribute to a vibrant and pedestrian-oriented downtown where people want to live, work and shop. Higher density residential development in the Study Area is further intended to reduce reliance on the

automobile and provide a diversity of housing choices.

17. The subject property is located within a neighborhood of the Winslow Master Plan Study Area that is currently served by urban infrastructure and facilities which will be upgraded as necessary to meet the needs of the project. As proposed, the development concept is for a pedestrian-oriented, energy efficient, multi-generational neighborhood comprised of 88 residential units, a community building and a daycare or wellness facility. To reduce reliance on the automobile and encourage pedestrian activity, the project will include a car sharing program and offer pedestrian trails through the site connecting to Madison Avenue.

18. The following discussion focuses exclusively on Comprehensive Plan policies. Although the Study Area is mapped in the Winslow Master Plan update, the WMP policies themselves continue to deal mainly with the central Winslow overlay districts. Extending these policies to specifically encompass the issues presented in the outer reaches of the Study Area is a planning task yet to be addressed. Until then the periphery of the Study Area remains suspended in a kind of planning limbo. The Grow site itself is contiguous to the Madison Avenue commercial district lying to its east, so it can be appropriately viewed as a transitional area between commercial and residential uses. The Grow development will no doubt influence future planning decisions west of Grow Avenue and north of Wyatt Way, but those issues have yet to be fully formulated.

19. ***Land Use Element***

Winslow Residential Districts--Goal 7: The Urban Multifamily District is intended to provide for moderate to high-density residential development that may include some office and governmental uses, and are permitted as conditional uses.

The proposed project will provide moderate-to-high density residential development at a ratio of one unit per 2,660 square feet, as authorized by the site's R-14 zoning and consistent with Policy W 7.2.

Policy W 7.1: Residential development within the Urban Multifamily District shall be served by public facilities and services normally associated with urban area development.

The project is serviced by city water and sewer and is in close proximity to schools and a fire station.

Policy W 7.3: Provide landscape buffers between any multifamily and existing single family homes.

The project abuts multi-family development along both Wyatt Way and Shepard Way. The project has been reviewed for compliance with the buffering requirements of the Municipal Code and has been conditioned accordingly.

Policy W 7.4: To ensure compatibility of multi-family development with adjacent uses and retain the scale of development in Winslow, land use regulations shall include design standards for:

- *Building height, bulk, massing and articulation to promote a pedestrian scale and to ensure adequate light, air and view corridor between lots;*

- *Parking requirements, including location of parking to the rear or side yards;*
- *Landscaping, including parking lots;*
- *Lighting standards that prevent unnecessary glare on neighboring residential properties;*
- *Location and screening of service areas such as dumpsters;*
- *Open space;*
- *Pedestrian linkages between multi-family buildings and the street edge and adjacent residential or commercial properties.*

In terms of overall project layout, this policy requiring neighborhood compatibility is of the greatest consequence. Issues of height and bulk have been raised by neighbors to the south. The current proposal to place most parking underground addresses the intent of the policy to make vehicle presence unobtrusive, as well as facilitating an increase of open space on the site. The adequacy of the proposed pedestrian linkages has been an ongoing controversy. The Design Review Board and staff reviewed the project over the course of seven meetings in an effort to ensure compliance with the City's adopted design guidelines for multi-family development.

20. *Historic Preservation*

Historic Preservation-Goal 2: Historic structures or places are an important feature of community design and should be preserved and enhanced.

As discussed previously, the Historic Preservation Committee (HPC) reviewed the application and met with the applicant on two occasions to devise procedures to meet the intent of this goal.

21. *Housing Element*

Goal 1: Promote and maintain a variety of housing choices to meet the needs of present and future Bainbridge Island residents at all economic segments, and in all geographic areas in a way that is compatible with the character of the Island, and encourages more socioeconomic diversity.

Policy H 1.5: The City shall encourage innovative residential development types and zoning regulations that increase the variety of housing choices suitable to a range of household sizes and incomes in a way that is compatible with the character of existing neighborhoods. Examples of innovate (sic) approaches are cottage housing development, cluster housing development and accessory dwelling units.

The Comprehensive Plan's Housing Element states a laudable commitment to maintaining a diverse and affordable housing stock, an ambition that (here as elsewhere) often tends to be honored more in the breach than in the observance. Within the context of the Island's overall demographic, the Grow project falls toward the affordable end of the spectrum. The new units, however, will likely be less affordable than the old military housing to be demolished. But this rather basic older housing was neither intended nor built for long term use – indeed, it probably managed to serve longer than its original construction quality actually warranted.

Goal 3: Increase the supply of affordable multi-family housing each year through the year 2012.

Housing Policy 3.1: The City shall encourage new multi-family housing in a variety of sizes in areas designated for such use in the Land Use Element. All developments are subject to Health District requirements for water and sewage disposal.

This project is utilizing the Housing Design Development Program, which supports the Comprehensive Plan housing policies in requiring the use of innovative site development practices. The development will also provides a variety of unit sizes and unit types and thus increase the housing choices available to a range of household sizes and incomes in a manner compatible with the character of the existing neighborhood. The project will provide 88 new housing units, including flats, townhomes, and single-family homes. Home sizes will range from 1,160 square feet to 1,600 square feet of floor area. While none of the units are mandated to serve income-qualified residents, the smaller unit size should result in housing that is affordable relative to the majority of residential choices on the island.

22. *Non-motorized Transportation Element*

The Comprehensive Plan's Non-motorized Transportation Element presents a wide-ranging and thorough framework for implementing a policy designed to make Bainbridge Island a friendly environment for pedestrians, bicyclists and persons with disabilities. These policies apply to both private and public development. Further, as an HDDP project the Grow Community will obtain flexible treatment vis-a-vis City code density and dimensional requirements as a reward for providing low impact development and resource conservation features. In the HDDP "innovative site development" category staff recommended awarding the Grow project 14 points for common open space and 6 points for transportation amenities based at least in part on the capacity of its internal trail system to comply with and promote Non-motorized Transportation Element Goals and Policies, the more essential of which are quoted below

Goal 1: Develop a non-motorized transportation system that effectively serves the needs of pedestrian, bicycle, and equestrian users and encourages non-motorized travel and provides a continuous network of attractive sidewalks, footpaths, multi-purpose trails, and bikeways throughout the Island that are also connected to regional systems.

Policy NM 1.1: Provide safe and appropriately scaled, continuous non-motorized access that connects neighborhoods with Neighborhood Service Centers, Winslow, the ferry terminal, schools, parks and recreation areas, shoreline road-ends, transit connections, and regional destinations.

Policy NM 1.2: Provide pedestrian facilities of sufficient width to accommodate expected pedestrian use, including safe roadway crossings and, wherever feasible and appropriate, access provisions will accommodate people with the widest range of mobility.

Policy NM 1.3: Locate and design bicycle facilities that effectively accommodate both commuters and recreational users. The system shall include separated bicycle pathways, on-road bicycle lanes, paved shoulders, and shared facilities.

Policy NM 1.4: Develop a system of trails for non-motorized use that connects

Neighborhood Service Centers, the ferry terminal, schools, parks road ends, shoreline trails and greenways of Bainbridge Island, including existing equestrian use trails.

Policy NM 1.7: Require residential subdivision and commercial projects that meet the development thresholds set in the Municipal Code, to provide non-motorized connections through the development where appropriate and along public streets fronting the development. These non-motorized improvements are to be consistent with the location and design as identified in the Plan and to meet standards requirements as set by the City Engineer.

Discussion: The City needs to ensure that non-motorized connections to and through new commercial and housing developments are included as part of the development of a site plan. These include connections and short cuts that will increase the mobility of the non-motorized users, support a continuous system, and provide connections to neighboring developments and the non-motorized network.

Policy NM 1.8: Encourage non-motorized travel by recognizing existing informal and private pathways as part of the overall pedestrian and bicycle network. Efforts shall be made to formalize and make these connections public. Realignment of existing trails may be necessary to accommodate both trail access and private development.

Goal 2: Develop non-motorized design standards that provide safe and efficient access, encourage use and mobility, conform to State and Federal requirements, are responsive to the needs and character of the neighborhood and are sensitive to the natural environment.

Policy NM 2.2 The use of color, texture, lighting, signage, and paving to designate non-motorized facilities and roadway crossings shall be incorporated into adopted design standards.

As the discussion in the staff report indicates, to conform to applicable non-motorized goals and policies the improvements proposed for Grow Avenue needed to include a bicycle lane and a pedestrian trail. Specifically, improvements slated for Wyatt Way include a 10-foot dedication of right-of-way, a sidewalk and a bicycle lane, and for Shepard Way a portion of right-of-way dedication and a sidewalk. The City has encouraged the proposed development to provide ADA-compliant, publicly accessible trails through the development to create a continuous connection from the corner of Wyatt Way and Grow Avenue in the northwest to Madison Avenue near the site's southeast corner. Also, staff proposes conditioning the internal pathways to provide signage and texture to conform to this non-motorized policy (Conditions # 24 and 30).

Staff's failure to address Policies NM 1.4 and 1.7 is an important omission. Policy NM 1.4 emphasizes the systemic need of the pathway design requirements to connect City amenities of importance, surely a critical consideration when thinking about projects in or near the urban core. Chapter 4 of the Non-motorized Transportation Element specifies for the City's pedestrian system that "[w]ithin Winslow, sidewalks and informal trails are used to create a network of connections to popular destinations." In particular, the discussion note appended to Policy NM 1.7 clearly identifies making "non-motorized connections to and through new commercial and housing developments" as an essential component of site plan review. The purposes to be served are to create "connections and short cuts that will increase

the mobility of the non-motorized users, support a continuous system, and provide connections to neighboring developments and the non-motorized network.” This is a Plan Policy that the Grow project plainly needs to meet, especially in the context of applying to receive HDDP credit for its pathway system.

Zoning Code

23. On August 12, 2009, the City Council passed Ordinance 2009-06 establishing the Housing Design Demonstration Project (HDDP) Program. The HDDP program creates a process for the development of a limited number of projects designed with the objectives of increasing the variety of housing choices available to residents of all economic segments and encouraging sustainable development through the use of development standard incentives. Only properties located within the Winslow Study Area of the Winslow Master Plan can apply for approval under the HDDP ordinance.

24. BIMC 2.16.020.Q seeks to foster innovative building design in housing projects by increasing the supply and choices of housing styles available. Smaller and more varied home sizes for different income levels are promoted, as well as high quality design. Conservation-oriented design methods and principles are encouraged, including employment of low impact development techniques, use of green building materials, water and energy conservation, and mitigations that offset impacts to biodiversity. Relief from strict application of zoning code requirements is authorized when it supports the development of innovative housing choices, as well as incentives to encourage green building and low impact development.

25. Staff review has concluded that the proposed project meets the purpose and the goals of the HDDP program by providing a variety of housing choices to all economic segments and providing innovative building design and green building practices by implementing Built Green standards into the development, including the use of solar panels. Consistent with the requirements of BIMC 2.16.020.Q, the applicant met with City staff during the conceptual phase to discuss the goals and evaluation parameters of the proposed project. The applicant followed the process by participating in conceptual proposal review, a public participation meeting and a pre-application conference. The applicant requested a HDDP approval through the underlying site plan review and subdivision applications. The project must demonstrate construction compliance with the requirements of the HDDP at the time of building permit submittal (Condition # 25).

26. The HDDP utilizes a tiered, quantitative method to evaluate sustainable building goals, which are scored in two areas, Housing Diversity and Innovative Site Development. The project must also provide Innovative Building Design Practices. The Grow proposal sought approval as a Tier II Built Green 5 project. The matrix used to evaluate the project and a discussion of the points received is provided in Exhibit 12, Attachment M. Planning staff, the Design Review Board, the department Director and the Development Engineer participated in assessing the proposal's points under the HDDP.

27. The staff report at pages 22 through 24 contains a thorough and detailed discussion of the HDDP categories reviewed for the Grow proposal and the points awarded, at pages 30 through 33 the code development standards sought to be modified, and at pages 33 through 41 the proposal's compliance with the full panoply of relevant development criteria. In the absence of controversy over the application of these technical standards, there is no need to repeat the staff discussion here, and the portions of the staff report cited above are adopted herein by reference. In general, the project seeks to

reduce lot dimensions, sizes, setbacks, roadside buffers and parking requirements and to increase the permitted site density.

Specific Issues

Site Design and the Diagonal Pathway

28. The currently proposed Phase II design represents a radical departure from the overall site plan initially approved for the Grow Community in 2012 during Phase I review. The original design envisioned two similar pods of free-standing single family and townhome units located at the L-shaped site's northwest and southeast extremities connected by a central common area featuring a community building and open space amenities. A private school facility was to be sited north of the common area fronting onto Wyatt Way. Apartment buildings and parking areas were mostly proposed for the site perimeters. A diagonal path meandered from the northwest corner through the common area exiting to the Pavilion complex and Madison Avenue just north of the southeast property corner.

29. The flowing and meandering character of the original site design has now been replaced with a Phase II design that is more rigidly geometric and almost perfectly symmetrical. The institutional impression created by the new Phase II plan is reminiscent of the design for a government agency or corporate campus, with uniform buildings on the perimeters and a formal open space layout in the center. The school proposed at the north end is to be replaced by two large apartment buildings, creating a wall of apartment facilities along Wyatt Way. A daycare center or wellness facility is proposed to supplant the townhomes at the site's south end, potentially introducing commercial traffic onto the Shepard Drive dead-end street. The element of organic unity that characterized the original design will largely disappear. Phases I and II will now have the look and feel of separate developments, with some forced continuity retained through the pathway connections, community center and garden amenities.

30. Free-standing individual housing units have been forsaken in Phase II, supplanted by apartment buildings. A further major change is that the apartment buildings will all be served by underground garages with elevators connecting them to the dwelling units. These alterations place a premium on accessibility and privacy, clearly driven by a desire to appeal to the senior housing market. The concurrent benefit is that underground parking will increase the quantity of site open space and reduce the visual blight of parking lots. The downside will be a reduction in social interaction and community ambience as residents can simply go from their cars to their units without ever venturing outside.

31. These proposed site plan alterations have generated an element of controversy, mostly played out before the City's Design Review Board. At the outset it should be noted that no one seems to be much offended by the pending total urbanization of the site's Wyatt Way frontage. Wyatt Way provides a primary access to the southern end of the Island and is thus inching inexorably toward major arterial status. While properties on its north side still carry a vestigial single family zoning, a universal assumption seems to be that greater density and intensity of development in this area lies just around the corner. So no property owners north of Wyatt are complaining about the impacts of Grow Community development; rather they appear to be patiently awaiting their own opportunity to cash in.

32. The most curious aspect of the earlier public deliberations concerning the present proposal involved the new residents of Grow Phase I in their role as critics of the proposed Grow Phase II site

plan alterations. Comments submitted to the City on January 3, 2014, by “The Residents of Grow Community” and supplemented by a separate letter from the original project architect Jonathan Davis (now a Phase I homeowner) rued that the developer’s commitment to community-building did not seem to include a meaningful dialogue with the initial project buyers and occupants. Specific criticisms of the revised design included increased traffic resulting from a proposed Phase II vehicle access from Grow Avenue through the Phase I parking lot, the absence of centrality and functionality in the design for the Community Center building, the loss of interaction caused by the underground garage system and a more enclosed open space layout, potential allergens from proposed alder landscaping and, most critically, a compromised diagonal path design.

33. Some of these kinks appear to have been ironed out through the DRB process as ultimately reflected in the April 25, 2014 plan revisions, although in the absence of a complete file of historical site plan submittals one cannot track the actual progression through its various iterations. As late as April 4, 2014, Jonathan Davis was opining that “[w]hile some improvements to the plan have been made most of the original comments still stand” (Exhibit 13). Interestingly, none of the twenty Grow Phase I residents who signed the January 3, 2014, letter showed up at the June 19, 2014, public hearing to testify. Does this mean they are all now as happy as clams? Maybe. The record sheds no light on this tantalizing mystery.

34. Meanwhile, the DRB and planning staff appear to have been diligent in pursuing their review duties. Starting with its August 19, 2013, meeting, the Design Review Board was clearly focused on the inadequate resolution of the diagonal path issues, noting that it “was a major point of the review of the last site plan design, and still does not seem to be addressed in this site plan design.” Although progress toward a better resolution was no doubt made in the ensuing eight months, the DRB draft minutes for its May 5, 2014, meeting were notable for their tone of continuing frustration and dissatisfaction:

DRB: Still bothered by the cross-site access. Seems the team is not going the last 5%. The path exists to an unstable set of steps, and that’s your destination. Good to keep that but need to add the other access, at the legal right-of-way. Your drawing is almost saying you’re ignoring it.

35. Under evident pressure to not further delay the process, the DRB voted to recommend project approval, subject to a site plan modification to “[i]nclude access to Madison Ave using the legal connection, in the shortest manner possible.” The Planning Commission also reviewed the Phase II proposal at its May 22, 2014, meeting, but its involvement appears to have been more *pro forma*. The only critical comments noted in the minutes were concerns expressed by Commissioner Gale “that she doesn’t see it as building community internally or with Phase I.” The Planning Commission voted unanimously to recommend approval of the proposal.

36. Making the diagonal cross-site path connect satisfactorily at or near its terminus at the project’s southeast corner to Madison Avenue surely presents challenges. The Shepard Drive public right-of-way does not extend east of the Grow property corner. Rather, an informal path linkage has long existed that accesses Madison Avenue from Shepard through a private parking lot adjacent to a diner. The parking lot owner continues to tolerate this connection but has not expressed a willingness to formalize it within a public easement. An available five-foot wide public easement further north exits to Madison Avenue south of the Pavilion building. The access situation is complicated by gradient differentials between the adjacent commercial properties and the Grow site near its southeast corner.

37. The site plan approved at Phase I showed the diagonal path as continuing to connect to the informal access at the Shepard Drive dead-end but also with a direct link constructed to the Pavilion easement through a park area. The new design crowds the southeast corner by moving the east side apartment complex further south, shifts the diagonal path inland further west and replaces the park with a parking lot. The applicant's currently proposed pathway connection to the Pavilion easement would require pedestrians to walk down almost to Shepard Drive, then backtrack north through the parking lot. The informal connection through the diner lot would largely remain as before.

38. The proposed conditions in the staff report have been modified below to support the DRB position that a safe and adequate publicly-accessible direct path linkage to the Pavilion easement needs both to be provided and adequately documented. This is undoubtedly the correct posture. The convenient site connectivity offered by the diagonal pathway has always been a central feature of the project and a principal rationale for the HDDP approval. The obstacles to creating an effective connection to Madison Avenue have been obvious from the outset. Since Phase I approval was predicated on the applicant's representation that it could successfully solve this access problem, the City needs to be firm in its insistence that this fundamental developer commitment be honored – especially so since some of the present issues appear to have been actually exacerbated by the applicant's own revised design concept. The conditions have been modified to require further DRB review leading to a determination that a satisfactory and feasible design has been submitted, with an option preserved to return the application to the Hearing Examiner for further proceedings if this condition cannot be met (Condition #49).

Parking Spaces

39. A key feature of the HDDP approval is a reduction of onsite parking requirements premised on an anticipated lower level of vehicle use. For Grow the total number of residential units for both phases will be 133, resulting in a HDDP parking calculation of 208 spaces, further reduced to 156 for proximity to the ferry. In addition, ten spaces each will be required for both the community building and a proposed early childhood development center, plus another 34 spaces of guest parking.

40. The determination of the proper number of guest parking spaces has been an adventure in itself, with various authorities offering up different perspectives. The City's Code leaves the amount of guest parking spaces as a determination to be made by the Planning Director, provided that the amount should not exceed 0.5 guest spaces per dwelling unit. A standard national reference, the Institute of Traffic Engineers manual, estimates guest parking demand at a higher 1.2 to 1.25 spaces per unit, but it is understood that ITE manual values represent a typical development in a more urban setting. While the previously approved site plan and design review projected about 0.25 guest parking spaces per unit for the entire development, a Phase I condition of approval required performance of a localized guest parking demand study in an attempt to corroborate this assumption.

41. In response to this requirement the applicant performed a guest parking study (Exhibit 12, Attachment P) based on the first phase of Grow housing occupancy with counts conducted on both a weekday and a weekend every two hours between 8 am and 10 pm. This very limited study documented a relatively low level of guest parking demand at about 0.1 spaces per dwelling unit. Meanwhile, new HDDP regulations have adopted an 0.2 spaces per unit standard, and the DRB weighed in at 0.5. After duly reflecting upon all this, staff came full circle and reiterated its preference

for staying with the originally adopted 0.25 per unit ratio. If a healthcare use is eventually substituted for the currently proposed early childhood center, the question of the parking demand for that facility will need to be revisited.

Shepard Drive

42. The properties south of Shepard Drive and east of Grow Avenue are also zoned R-14 and mostly developed with apartment buildings and townhouses. There will be some increase in traffic on Shepard Drive both from the Grow project itself and the elimination John Adams Way, but the resulting level of service consequences will be minor. A daycare facility will contribute some morning drop-off and afternoon pick-up trips. Staff has not proposed mitigation for these impacts beyond a bicycle path and sidewalk along Shepard Way.

43. Concern has also been expressed that the proposed three story units on the project's southern boundary will change the ambience of Shepard Drive. In terms of development patterns, some of the buildings directly south of Shepard have similar bulk as the proposed mixed use building. The proposed mixed use building will be set back 23 feet from the right of way dedication, creating an element of buffering. The buffer is conditioned to provide a 10-foot full screen segment to soften the development's visual impact. The height of the building is 33 feet, two feet less than the maximum allowed in the zoning district. Visual impacts to Shepard Drive also will be reduced by a primary reliance on underground parking. Outdoor lighting will be required to meet the City's restrictive illumination and directional standards. The overall impacts of the project appear to be typical of development intended for the R-14 zone, the purpose of which "is to provide areas of high-density residential development located near planned community centers."

Traffic

44. The City's Development Engineer reviewed the impacts from the proposed development on the existing street and utility systems and the ability of the improvements proposed to mitigate potential impacts. Such improvements are documented in a series of traffic analysis reports, utility reports and preliminary civil design drawings. The Grow Community development has already made non-motorized vehicle improvements to Grow Avenue and Wyatt Way along project frontages by adding a five-foot wide bike lane, curb and gutter, and five-foot wide paved sidewalks. A five-foot wide sidewalk, and curb and gutter will also be added on the north side of Shepard Way adjacent to the development. Interior roadways of the proposed development will include driveways for the garage and outdoor parking areas. The revision relocates the interior driveways in the final phase of the project so that they generally follow the property boundaries. New access points include Wyatt Way and Shepard Drive; the entrance on Grow Avenue To Phase I is already in place.

45. To determine the traffic impacts from the overall proposed development the applicant has provided since 2011 a series of traffic analysis reports by Rethinking Transportation Consulting (RTC) that have been iteratively adjusted to accommodate changes in the proposal. The most recent version dated March 8, 2014 (Exhibit 19) was also summarily peer-reviewed. The study modeled potential traffic impacts with and without the project at four stop-sign controlled intersections in the project vicinity, all required to function at a Level of Service (LOS) D or better under future conditions after project development. At the intersections studied, achieving LOS D or better requires that the average vehicle delay not exceed 35 seconds. The two worst performing intersections in 2018 after project

development are predicted to be located at either end of the project's Wyatt Way frontage at the Grow and Madison Avenue intersections, where average vehicle delays were modeled to exceed 26 seconds. In the original model run the greatest delay was predicted for Winslow Way and Madison Avenue at 30.9 seconds, but the peer review pointed out that RTC had incorrectly coded the movements on the westbound lanes. With the correct coding the computed Winslow/Madison average vehicle delay drops to 15.5 seconds, as verified by the City's Development Engineer.

46. In the Examiner's view the City's traffic analyses generally tend to display disquietingly perfunctory and inconsistent elements. While they may indeed eventually prove to be based on reasonable assumptions, the data underlying these assumptions often appears to be thin with little effort invested into the process of substantiation. For example, the City instructed RTC to apply a 0.5% annual growth rate to account for background traffic increases (including projects now in the permit pipeline) for the Grow study while up on High School Road it applied a 1% growth rate over and above pipeline projects for the Visconsi shopping center for a comparable time frame. Admittedly, quantifying the rate (or even existence) of economic recovery since the 2008 real estate downturn remains problematic, but it seems difficult to justify making two Island-wide background growth assumptions for different projects within the same time frame that show more than a 50% disparity.

47. Similarly, the City routinely assumes that general proximity to the ferry dock merits a flat 25% reduction in standard trip generation rates, but it is not clear that any systematic attempt has been made to test the accuracy of this hypothesis. The traffic impact analysis for Grow justifies reduced trip generation assumptions mainly in terms of project encouragement of car sharing, making onsite parking less convenient for project residents to use, promoting the One Planet Living concept for "creating a community of like-minded individuals who are interested in reducing their impact to the environment," and the fact that the ferry and other important urban amenities "are all within a short walking distance."

48. The effectiveness of these measures to significantly reduce vehicle use among Grow residents must largely be accepted on faith. It seems of questionable validity to translate the generically aspirational One Planet Living program into tangible benefits providing quantifiable traffic mitigation for specific land use development impacts. The viability of "short walking distance" assertion was discussed above in the context of the diagonal pathway issues, where it was observed that the applicant's willingness to harvest the development benefits conferred by a pedestrian-friendly project concept appear to exceed its actual commitment to provide the corresponding infrastructure.

CONCLUSIONS

Site Plan Review

1. BIMC 2.16.040.E contains the standards for approval of a site plan review application:

The director and planning commission shall base their respective recommendations or decisions on site plan and design review applications on the following criteria:

- 1. The site plan and design is in conformance with applicable code provisions and development standards of the applicable zoning district, unless a standard has been modified as a housing design demonstration project pursuant to BIMC 2.16.020.Q;*

2. The locations of the buildings and structures, open spaces, landscaping, pedestrian, bicycle and vehicular circulation systems are adequate, safe, efficient and in conformance with the nonmotorized transportation plan;

3. The Kitsap County health district has determined that the site plan and design meets the following decision criteria:

a. The proposal conforms to current standards regarding domestic water supply and sewage disposal; or if the proposal is not to be served by public sewers, then the lot has sufficient area and soil, topographic and drainage characteristics to permit an on-site sewage disposal system.

b. If the health district recommends approval of the application with respect to those items in subsection E.3.a of this section, the health district shall so advise the director.

c. If the health district recommends disapproval of the application, it shall provide a written explanation to the director.

4. The city engineer has determined that the site plan and design meets the following decision criteria:

a. The site plan and design conforms to regulations concerning drainage in Chapters 15.20 and 15.21 BIMC; and

b. The site plan and design will not cause an undue burden on the drainage basin or water quality and will not unreasonably interfere with the use and enjoyment of properties downstream; and

c. The streets and pedestrian ways as proposed align with and are otherwise coordinated with streets serving adjacent properties; and

d. The streets and pedestrian ways as proposed are adequate to accommodate anticipated traffic; and

e. If the site will rely on public water or sewer services, there is capacity in the water or sewer system (as applicable) to serve the site, and the applicable service(s) can be made available at the site; and

f. The site plan and design conforms to the "City of Bainbridge Island Engineering Design and Development Standards Manual," unless the city engineer has approved a variation to the road standards in that document based on his or her determination that the variation meets the purposes of BIMC Title 18.

5. The site plan and design is consistent with all applicable design guidelines in BIMC Title 18, unless strict adherence to a guideline has been modified as a housing design demonstration project pursuant to BIMC 2.16.020.Q;

6. No harmful or unhealthful conditions are likely to result from the proposed site plan;

7. The site plan and design is in conformance with the comprehensive plan and other applicable adopted community plans;

8. Any property subject to site plan and design review that contains a critical area or buffer, as defined in Chapter 16.20 BIMC, conforms to all requirements of that chapter;

9. Any property subject to site plan and design review that is within shoreline jurisdiction, as defined in Chapter 16.12 BIMC, conforms to all requirements of that chapter;

10. If the applicant is providing privately owned open space and is requesting credit against dedications for park and recreation facilities required by BIMC 17.20.020.C, the requirements of BIMC 17.20.020.D have been met;

11. The site plan and design has been prepared consistent with the purpose of the site design review process and open space goals;

12. For applications in the B/I zoning district, the site plan and development proposal include means to integrate and re-use on-site storm water as site amenities.

2. As conditioned and further recited below, the proposal will comply with applicable Code provisions as modified pursuant to the HDDP process provided in BIMC 2.16.020. The project was designed to maximize open space by implementing underground parking and provides pedestrian and bicycle passage through the site without significant vehicle interaction. The proposed community center and early learning or wellness centers are anticipated to provide a central location for the Grow communities and the community at large to both gather and receive child or health care.

3. With appropriate conditions the site plan and design are capable of conforming to the Comprehensive Plan and adopted community plans. If the site design is modified to provide more efficient and convenient access from the project's diagonal pathway to Madison Avenue, the policies of the Comprehensive Plan's Non-motorized Transportation Element can be met. The project concept is to provide a variety of housing within reasonable proximity to downtown and the ferry. With proper implementation, non-motorized improvements and internal publicly accessible pathways will encourage residents to utilize non-motorized transportation options for work, recreation and to patronize local businesses. The project also preserves historic resources by recording historical documents at the Bainbridge Island Historical Museum and the proposed community center.

4. The existing and proposed infrastructure will provide for traffic impact mitigation and for the fire protection, water service, sewage disposal and storm drainage needs of the project. As conditioned, the development proposal has been approved by the Kitsap County Health Department, the Bainbridge Island Fire District and the City's Development Engineer. No harmful or unhealthful conditions are likely to result from the proposed site plan. Infrastructure improvements are designed to ensure that water, sewer and stormwater systems will operate safely and efficiently. The subject property does not contain any critical areas or areas within shorelines jurisdiction.

5. The proposed designs for residences, a community center, and a mixed-use early learning/wellness center were reviewed in the context of the City's mixed use commercial and multifamily design guidelines at six Design Review Board meetings. The project was found to be

consistent with the design guidelines, as recommended by the Design Review Board. In summary, with appropriate conditioning the Grow site plan application can meet the approval requirements stated at BIMC 2.16.040.E.

Subdivision Review

6. Preliminary approval of the Grow Phase II subdivision application is subject to both the general standards stated at BIMC 17.12.040 and the multifamily requirements of BIMC 17.12.050.

17.12.040 General residential subdivision standards.

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

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

B. Homesites. Residential homesites shall be located consistent with the design methodology prescribed in the flexible lot design handbook.

C. Water Supply Systems. Locations of individual or community water supply systems and associated wellhead protection areas required by the health district shall comply with all applicable standards established by the health district.

D. Septic Systems. Locations of individual or community drainfields and associated reserve drainfields shall comply with all applicable standards established by the health district.

E. Roads and Pedestrian Access.

1. Roads and access complying with the "City of Bainbridge Island Design and Construction Standards and Specifications," and all applicable requirements of the BIMC, shall be provided to all proposed lots consistent with the standards contained within this subsection.

2. A variation from the road requirements and standards contained within the "City of Bainbridge Island Design and Construction Standards and Specifications" may be approved by the city engineer through the minor variance process described in BIMC Title 2.

3. Existing roadway character shall be maintained where practical. This may be accomplished through the reduction of roadway width consistent with subsection E.2 of this section, the minimization of curb cuts, and the preservation of roadside vegetation. To minimize impervious surfaces, public rights-of-way, access easements and roadways shall not be greater than the minimum required to meet standards unless the city engineer agrees that the additional size is justified.

4. Connections to existing off-site roads that abut the subject property shall be required where

practicable, except through critical areas and/or their buffers.

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

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

7. Pedestrian and bicycle circulation and access within a subdivision and onto the site shall be provided through walkways, paths, sidewalks, or trails and shall be consistent with the nonmotorized transportation plan. Pursuant to RCW 58.17.110(1) sidewalks shall be provided, where necessary, to assure safe walking conditions for students who walk to and from school. Special emphasis shall be placed on providing pedestrian access to proposed recreational and/or open space areas.

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

G. Improvements.

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

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

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

a. Streets shall be cleared, grubbed, and rocked or graveled to provide adequate year-round passage.

b. Appropriate drainage, including erosion control, facilities shall be provided consistent with a plan approved by the city engineer prior to clearing and construction of any plat improvements. (Ord. 2011-02 § 2 (Exh. A), 2011)

17.12.050 Multifamily and nonresidential subdivisions.

Subdivisions established for multifamily and nonresidential uses are not subject to open space or cluster flexlot provisions, and shall comply with each of the following:

A. All provisions of BIMC Title 18 (Zoning) applicable to the zone district where the property is located and the type of development anticipated. This requirement shall include, without

limitation, compliance with lot areas, dimensions, and design, mobility and access, landscaping, screening, and vegetative buffers.

B. All provisions of BIMC Title 16 (Environment) applicable to the area where the property is located and the type of development anticipated.

C. All applicable provisions of RCW Title 58 (Boundaries and Plats) or its successors.

D. As an option, nonresidential and multifamily residential subdivisions may provide open space pursuant to BIMC 17.12.030.A. (Ord. 2011-02 § 2 (Exh. A), 2011)

7. Compliance with the applicable subdivision approval standards, including flex lot dimensional standards and open space flexible lot standards, is discussed in detail with the Planning staff report at pages 48 through 55. That discussion is hereby adopted by reference. For this project the essential issues are framed by the site plan review, with the subdivision approval playing a secondary and supportive role. The conclusions stated above regarding the site plan review are also adopted by reference. As conditioned, the Grow Phase II subdivision application meets the requirements of BIMC 17.12.040 and 17.12.050 for preliminary approval.

8. The aggregation of the seven existing parcels within the Phase II portion of the Grow site simply constitutes a procedural pre-condition to their subdivision within this proceeding to conform them to proposed development patterns. The lot aggregation is a ministerial act that raises no questions of substance.

Housing Design Demonstration Project (HDDP) Review

9. BIMC 2.16.020.Q(5) states the following ultimate review criteria for approval of the HDDP component of a development proposal:

5. Approval Criteria. In addition to decision criteria required by the underlying planning permit or approval, an application for a housing design demonstration project may be approved if the following criteria are met:

a. The applicant clearly demonstrates evaluation factors listed in subsection Q.4 of this section as shown in the housing design demonstration project scoring system as evaluated by the planning department;

b. The applicant has demonstrated how relief from specific development standards, including setback reductions, lot coverage and/or design guidelines, is needed to achieve the desired innovative design and the goals of this chapter;

c. The project does not adversely impact existing public service levels for surrounding properties;

d. The project complies with all other portions of the BIMC, except as modified through this housing design demonstration project process;

e. If a project will be phased, each phase of a proposed project must contain adequate

infrastructure, open space, recreational facilities, landscaping and all other conditions of the project to stand alone if no other subsequent phases are developed; and

f. The applicant is meeting required housing diversity standards.

10. The project site is currently comprised of seven lots on over 5 acres developed with sixteen older detached residential units proposed for demolition. The site is surrounded by a variety of residential and commercial uses. Residential uses include single-family homes and attached condominiums and apartments bordering the project to the north, south and west. Commercial development to the east includes automotive care, a movie theatre, restaurants and a child care center. Comparatively speaking, Phases I and II as revised will now become less harmonious in design and appearance with one another than initially proposed by the original project concept, but the DRB has concluded that the revised concept is sufficiently integrated with its surroundings to warrant HDDP approval.

11. Like the first phase of the Grow Community, the new multi-family units will face the increasingly busy thoroughfare of Wyatt Way. The project proposes to provide attached units along the site perimeter with large open spaces at the center. The project site is located in a higher density residential zone adjacent to a commercially zoned downtown business district. The surrounding multifamily developments along Wyatt Way and Shepard, as well as the abutting Olympian condominiums to the west, reflect similar density and development patterns. Substantial open space amenities will be offered, including a forested area in the northern portion of the site plus a large open field surrounding the community center on the southern side.

12. As conditioned, the development will provide appropriate infrastructure improvements and not adversely impact facilities serving the surrounding properties; the project has received applicable approvals from other jurisdictional reviewing agencies. The proposal complies with all applicable provisions of the Municipal Code, except as modified to further the goals of the Housing Design Demonstration Project program. The project has been reviewed both by phase and as a combined project to ensure compliance with HDDP and zoning requirements, including housing diversity. Each phase individually will provide an adequate quantity of infrastructure, open space, recreational facilities, bicycle and car parking, and landscaping. Phase I included a forested area, community gardens, play area and the community center. Phase II will provide community gardens, a play area and a large open field.

13. As detailed by the staff report, the project application has been reviewed by the Design Review Board and the Department of Planning and Community Development and is conditioned to comply with the housing diversity criteria and use innovative site development practices and innovative building design practices for each phase of development (Condition # 25). The project is seeking to secure a density bonus and obtain relief from the following development standards: minimum lot dimensions and size, residential parking, setbacks, roadside buffers and approval to exceed the maximum height in the district by five feet. The relief sought is intended to allow the project to increase both the housing supply and choice of housing styles available in the community while offering high quality design and open space in the form of community gardens, large forested open space, play space and walking paths. Staff and the DRB found that the applicant had demonstrated that relief from the development standards was necessary to achieve the proposed development goals, and this determination is supported by the evidence of record.

Conditional Use Permit

14. The following applicable decisional criteria for approval of a major conditional permit application are stated at BIMC 2.16.110.D and E:

D.1. A conditional use may be approved or approved with conditions if:

a. The conditional use is harmonious and compatible in design, character and appearance with the intended character and quality of development in the vicinity of the subject property and with the physical characteristics of the subject property; provided, that in the case of a housing design demonstration project any differences in design, character or appearance that are in furtherance of the purpose and decision criteria of BIMC 2.16.020.Q shall not result in denial of a conditional use permit for the project; and

b. The conditional use will be served by adequate public facilities including roads, water, fire protection, sewage disposal facilities and storm drainage facilities; and

c. The conditional use will not be materially detrimental to uses or property in the vicinity of the subject property; and

d. The conditional use is in accord with the comprehensive plan and other applicable adopted community plans, including the nonmotorized transportation plan; and

e. The conditional use complies with all other provisions of the BIMC, unless a provision has been modified as a housing design demonstration project pursuant to BIMC 2.16.020.Q; and

f. All necessary measures have been taken to eliminate or reduce to the greatest extent possible the impacts that the proposed use may have on the immediate vicinity of the subject property; and

g. Noise levels shall be in compliance with BIMC 16.16.020 and 16.16.040.A; and

h. The vehicular, pedestrian, and bicycle circulation meets all applicable city standards, unless the city engineer has modified the requirements of BIMC 18.15.020.B.4 and B.5, allows alternate driveway and parking area surfaces, and confirmed that those surfaces meet city requirements for handling surface water and pollutants in accordance with Chapters 15.20 and 15.21 BIMC; and

i. The city engineer has determined that the conditional use meets the following decision criteria:

i. The conditional use conforms to regulations concerning drainage in Chapters 15.20 and 15.21 BIMC; and

ii. The conditional use will not cause an undue burden on the drainage basin or water

quality and will not unreasonably interfere with the use and enjoyment of properties downstream; and

iii. The streets and pedestrian ways as proposed align with and are otherwise coordinated with streets serving adjacent properties; and

iv. The streets and pedestrian ways as proposed are adequate to accommodate anticipated traffic; and

v. If the conditional use will rely on public water or sewer services, there is capacity in the water or sewer system (as applicable) to serve the conditional use, and the applicable service(s) can be made available at the site; and

vi. The conditional use conforms to the "City of Bainbridge Island Engineering Design and Development Standards Manual," unless the city engineer has approved a variation to the road standards in that document based on his or her determination that the variation meets the purposes of BIMC Title 17.

j. If a major conditional use is processed as a housing design demonstration project pursuant to BIMC 2.16.020.Q, the above criteria will be considered in conjunction with the purpose, goals, policies, and decision criteria of BIMC 2.16.020.Q.

2. If no reasonable conditions can be imposed that ensure the application meets the decision criteria of this chapter, then the application shall be denied.

E. Additional Decision Criteria for Institutions in Residential Zones. Applications to locate any of those uses categorized as educational facilities, governmental facilities, religious facilities, health care facilities, cultural facilities, or clubs in Table 18.09.020 in residential zones shall be processed as major conditional use permits and shall be required to meet the following criteria, in addition to those in subsection D of this section:

1. All sites must front on roads classified as residential suburban, collector, or arterial on the Bainbridge Island functional road classification map.

2. If the traffic study shows an impact on the level of service, those impacts have been mitigated as required by the city engineer.

3. If the application is located outside of Winslow study area, the project shall provide vegetated perimeter buffers in compliance with BIMC 18.15.010.

4. The proposal meets the requirements of the commercial/mixed use design guidelines in BIMC 18.18.030.C.

5. The scale of proposed construction including bulk and height and architectural design features is compatible with the immediately surrounding area.

6. If the facility will have attendees and employees numbering fewer than 50 or an assembly

seating area of less than 50, the director may waive any or all the above requirements in this subsection E, but may not waive those required elsewhere in the BIMC.

7. Lot coverage does not exceed 50 percent of the allowable lot coverage in the zone in which the institution is located, except that public schools, as defined in BIMC Title 18, shall be allowed 100 percent of the lot coverage established in the underlying zoning district in which it is located unless conditions are required to limit the lot coverage to mitigate impacts of the use.

15. The elements of the proposal requiring conditional use permit approval are the early childhood development center (2,500 square feet) and the community center (2,500 square feet). Staff found the proposed community and day care centers to be compatible with the intended character and quality of development in the vicinity of the property and with the physical characteristics of the property. As detailed in the findings above, the two conditional use facilities will be served by adequate public services. The conditional uses will be consistent with the Comprehensive and Winslow Master Plans, including the Non-motorized Transportation Plan Element. The proposal offers facilities appropriate to high density residential project located in the R-14 zone. The community center and the early childhood center will provide walkable amenities to Grow residents and the surrounding neighborhood consistent with policies allowing supporting uses within the Urban Multifamily Zone that complement the residential pattern.

16. The day care use is proposed for the lower level of a mixed-use building fronting Shepard Drive. An existing day care center currently abuts the project site to the east. The new facility is anticipated to primarily serve the Grow Community but also be available to the community at large. Staff review concluded that combining non-residential and residential uses to serve both the residential project and the vicinity will provide a harmonious and compatible development pattern. The early childhood center will be located near the commercial district within walking distance to Madison Avenue. The building's appearance will be residential in nature so as to fit into the neighborhood. Parking will be located under the building.

17. The community center will serve both the Grow Community and the community at large, providing a centrally located meeting facility close to downtown. The community center will be located in the center of the Grow Community and designed to fit the landscape. As a gathering space primarily used by Grow residents, it will have little impact on the surrounding neighborhoods.

18. The proposed new uses will not be materially detrimental to existing uses or properties in the vicinity. The visual impacts of the early childhood center building will be minimized by providing underground parking with residential uses above. Parking will be located under the building so that drop-off traffic and visitor parking will not impact the surrounding neighborhood. The project is conditioned to meet the noise level requirements of BIMC 16.16.020 and 16.16.040.A (Condition # 4). The proposal meets lot coverage, engineering and road classification requirements, as documented in the staff report.

19. The early childhood and community center components of the Grow proposal meet the approval standards stated in BIMC 2.16.110 for issuance of a conditional use permit.

DECISION

The preliminary subdivision, lot aggregation, site plan review and conditional use permit applications for the Grow Community Phase II (file nos. SUB13551B, CUP13551, SPRA13551C, BLA13551C) for development located at the southeast corner of Grow Avenue and Wyatt Way, with a southern boundary along Shepard Drive, are GRANTED, subject to the following conditions of permit approval:

(Following the staff report format, the conditions from the initial approved site plan review have been carried forward, along with staff's notations showing new additions and modifications as underlined, deleted language as struck-through, and completely new conditions starting at number 37. The Hearing Examiner has not reviewed the staff notations for completeness or accuracy.)

SEPA Conditions

1. A Stormwater Pollution Prevention Plan (SWPPP) is required prior to building and civil construction activities. Stormwater quality treatment, erosion and sedimentation control shall be designed in accordance with BIMC 15.20. The submittal documents shall be prepared by a civil engineer licensed in the State of Washington. The SWPP shall include off-street accommodation for construction vehicle parking.
2. A construction stormwater permit (NPDES) will be required prior to building permit issuance.
3. To ensure the survivability of the significant trees designated to be preserved, the applicant shall follow the recommendations as provided in BIMC 18.15.010.C.2.b:
 - i. An area of prohibited disturbance, generally corresponding to the dripline of the significant trees and/or tree canopy of tree stands shall be identified by the applicant and approved by the department before commencement of site plan preparation; and
 - ii. A temporary four-foot high chain link or four-foot high plastic net fence shall delineate the area; and
 - iii. No impervious surfaces, fill, excavation, vehicle operations, compaction, removal of native soil or storage of construction materials shall be permitted within the area defined by such fencing; and
 - iv. A rock well shall be constructed if the grade level around the tree is to be raised more than one foot. The inside diameter of the well shall be equal to the diameter of the dripline of the tree or tree canopy of tree stands; and
 - v. The grade level shall not be lowered within the larger of (a) the dripline of the tree, or the tree canopy of tree stands, or (b) the area recommended by a consulting arborist certified by the International Society of Arboriculture.
4. All construction activities are subject to noise regulations in BIMC Chapter 16.16.

~~To reduce the loss of affordable rental housing, the applicant shall continue to work with the renters by ensuring them the opportunity, subject to qualifications, to move into the new units before their~~

~~rental homes are demolished.~~ (The applicant provided information with their application that indicated that efforts have been made to provide housing for the occupied units).

5. To limit the impact on lighting, any proposed lighting shall comply with BIMC Chapter 15.34.
6. To ensure appropriate recreational opportunities, park nodes and associated facilities shall be created for each phase of development as indicated on the site plan for Phase I ~~(page 10A of the Site Plan packet).~~ The forest area and park node shall be planted prior to the application for any permits on Phase IIB.
7. To ensure the historical and cultural resources of the naval housing and the Grow Farm are documented, the applicant shall provide the report titled "The Report of the History and Cultural Significance of the Site Being Developed as the Grow Community" prepared by Jon and Toby Quitslund to the Bainbridge Island Historical Museum. Prior to final inspection of the community building, the applicant shall indicate how the history of the site will be incorporated in the community building; examples include displaying the report and historical photographs, including any video or photographs of the Grow Historic Honoring ceremony
8. To ensure historic and cultural resource preservation, a completed Washington State Historic Property Inventory Field Form shall be recorded with the State prior to the demolition of any building.
9. To reduce car dependency and mitigate the impacts of traffic, the applicant shall provide a car sharing program, electric charging stations and covered bicycle storage areas.
10. The applicant shall follow the phasing schedule to ensure that pedestrian connectivity is provided during each phase of the development.

Project Conditions

11. All landscaping shall be installed, or a performance assurance device shall be submitted and approved, prior to final inspection of ~~any the final~~ building within the phase being constructed. The installation of landscaping shall be verified by the Landscape Professional or owner and a landscaping declaration shall be signed. The applicant shall provide a final landscape construction plan for each phase for review by staff, ~~the Design Review Board, and the Director prior to issuance of the building permit for the units.~~
12. Landscape buffers (particularly the three foot buffer landscape fence along the eastern edge of the development) shall be maintained with a maintenance assurance device for a period of three years. No vegetation within the buffers shall be disturbed without approval of the Department of Planning and Community Development through an approved clearing, grading or civil plan.
13. The development shall provide non-motorized public trail right-of-way easements through the development as depicted in the site plan drawings, with the addition of an easement from the southeast corner of the site directly to through the Pavillion to Madison ~~and an additional connection from Shepard to Wyatt.~~
14. The applicant shall retain 30% of the significant trees on-site for Phase I. ~~Each phase of development shall submit a tree plan indicating the amount of significant trees retained and~~

~~removed. Phase II A & II B shall provide 40 tree units per acre and retain any significant trees identified on Sheet 8, Preliminary Plat of Grow Community II. If any retained significant trees are determined to be hazardous by a professional arborist, they may be removed after a replanting plan that follows the requirement options under BIMC 18.15.020.C.3.b has been approved by the Department of Planning and Community Development.~~

15. Any off-site location(s) for community solar arrays shall require a separate permit review and are not approved as part of this application.
16. Construction of any civil improvements and/or appropriate bonding shall occur prior to any building permits being issued for each phase of development. The improvements to be constructed ~~with each for p~~Phase I of development shall be in substantial conformance to the Phasing Plans submitted by Browne Engineering, last revised 2/17/12, or as amended and approved to the satisfaction of the Development Engineer. Phase II improvements shall be in substantial conformance to the Phasing Plans submitted by Brown Engineering, last revised October 15, 2013, plans C1-C5, or as amended and approved to the satisfaction of the Development Engineer.
17. The applicant shall submit civil construction plans prepared by a professional engineer for all roads, storm drainage facilities, sanitary sewer and water facilities and appurtenances. ~~Phase I~~ The civil construction design and phasing shall be in substantial conformance to the Utility Plan prepared by Brown Engineering, last revised 2/17/12, or as amended and approved to the satisfaction of the Development Engineer. Phase II civil construction design and phasing shall be in substantial conformance to the Utility Plan prepared by Brown Engineering, last revised October 15, 2013, plans C1-C5, as modified by these conditions or as amended and approved to the satisfaction of the Development Engineer consistent with these conditions.
18. Storm drainage facilities are to be maintained by the applicant. The applicant shall provide a declaration of covenant prior to final occupancy that guarantees that the system will be properly maintained. The covenant shall include language that will allow the City to inspect the system to ensure is properly performing.
19. The downstream stormwater conveyance for the west drainage basin in Grow Avenue shall be improved to the satisfaction of the Development Engineer during the plat utility permit review.
20. The ~~15~~ designated guest parking spaces shall have adequate 'guest parking' signage and the remaining ~~48~~ spaces for the ~~school, temporary event day care or wellness center~~ and community building shall have signage that indicates that they are available for guest parking when not in use by the ~~school, temporary events or the community~~ those uses building.

~~The applicant shall submit a report that analyzes the demand for guest parking spaces after the first three acres (phase 1 & 2) are constructed and prior to applying for building permits for the third phase of construction. The City shall analyze the report to determine the appropriate amount of guest parking spaces needed to meet the demands of the development.~~

21. ~~Prior to the issuance of any building permits for the school, community building and apartment building, the applicant shall apply for an amendment or a new site plan review along with all required documentation, including but not limited to a traffic impact analysis and elevation plans. The plans shall be reviewed by City Staff, the DRB and the Planning Commission. Prior to issuance~~

of any building permits for the early childhood development center, the applicant shall submit documentation to determine the appropriate amount of parking spaces. If the amount exceeds the ten now allocated for the use, the applicant shall indicate how and where it will provide the additional spaces. These spaces may require an amendment to the site plan review. Alternatively, prior to the issuance of any building permits for a wellness center, if determined necessary by the Planning Director the applicant shall apply for a site plan amendment or a new site plan review along with all required documentation, including but not limited to a traffic impact review.

22. To address the requests of the Fire Marshal, the applicant shall install residential sprinklers to the units, as found necessary. The fire apparatus access road shall be marked "FIRE LANE-NO PARKING".
23. To address the requests of the Health District, the applicant shall submit building clearance for sewerer properties, and binding water and sewer availability letters prior to issuance of a building permit for the residences. Additionally, any existing septic tanks must be pumped and a licensed well driller must decommission any existing wells.
24. During each phase of trail construction, the applicant shall install signage that indicates the trails are public at each entry point on the perimeter of the site.

~~Prior to applying for a demolition permit of the historic home located at 321 Wyatt Way, the applicant should provide a report determining its structural integrity. If the report finds that the house has integrity and can be relocated on-site, the applicant shall seek to maintain the home and incorporate it into the site. An amendment to the site plan will not be required to preserve this unit and any required associated parking.~~

25. Each phase of the project shall conform to the HDDP program criteria for housing diversity, innovative site development and innovative building design. Prior to the issuance of a building permit for each phase, the application will be reviewed for compliance with the following:
 - a. The dwelling units shall be at or below 1,600 square feet of floor area;
 - b. 20-30% water use reduction;
 - c. 25-35% improved energy performance;
 - d. Innovative building design elements including alternative energy, energy efficiency, water efficiency, green building materials and accessibility;
 - e. HDDP Development standards related to Low Impact Development; the applicant shall allocate impervious surface coverage for each phase of development (Phase I);
 - f. Landscaping, recreational opportunities, open space and transportation elements that substantially conform to the site plans, ~~with the exception of the increased buffer between the Shepard parking lot and the neighboring residences;~~
 - g. Bicycle spaces provided at one for every five parking spaces;

- h. Built Green 5. Building permit applications, construction and final occupancy shall comply with the certification provisions of BIMC 2.16.020.3.f;
 - i. Proof of ongoing certification with the Built Green building rating system shall be required during construction and project certification shall be completed prior to final occupancy.
26. Following the completion of each phase, Staff shall be able to access the site for tours no more than once every three months with permission and cooperation of the property owner.
- ~~Prior to building permit issuance where a building is proposed over property lines, the applicant shall have submitted, the City approved, and the applicant recorded with the Kitsap County Auditor a boundary line adjustment, aggregation, and/or subdivision.~~
27. Each building shall meet the height requirement and shall not exceed 40' above average existing grade. This condition shall be recorded on the face of the final plat.
- ~~The site plan shall be revised to provide for a 20' full screen buffer between the Shepard parking lot and the adjacent right-of-way.~~
28. Parking space and aisle dimensions shall meet the design standards in BIMC 18.15.020.J. Spaces for compact cars shall not exceed 30% of the amount of spaces proposed for each phase.
29. Landscaped islands with raised curbs shall be provided to define the ends of parking aisles and indicate the pattern of circulation.
30. Internal walkways shall be surfaced with nonskid hard surfaces, meet accessibility requirements and be designed to provide a minimum of five feet of unobstructed width, unless required to be greater to meet the Fire Marshal's requirements for emergency access, with the exception of the diagonal pathway connecting the site from the corner of Grow and Wyatt which should range from eight to ten feet.
31. Each phase shall provide one covered bicycle space for every five parking spaces for the multifamily development for a minimum total of 28 spaces for the entire 8 acre site.
32. Pursuant to BIMC 15.08, the applicant shall apply for a permit for any regulated signs.
33. A building, grading and/or plat utility permit shall be obtained prior to commencing any construction activities.
34. Prior to the issuance of any building permits, the project shall be reviewed for compliance with the lighting guidelines.
35. ~~The public trails, street improvements and their associated easements shall be constructed and recorded in phases. The first phase of development shall include the construction and easements for a 5' bike lane and separated path along the Grow frontage, the public trail system connecting the Corner of Grow and Wyatt through the Pavillion to Madison Avenue and a path of connectivity from Shepard to the portion of the trail that goes through the Pavillion to Madison. Phase II shall~~

~~include the construction of a new 5'-wide bike lane, curb, gutter and sidewalk from the corner of Grow and Wyatt to the east end of the row houses (approximately 300 linear feet) and the internal trails shown in Phase I and II (3-acre portion of the site). During Phases II-A and II-B III (5-acre portion of the site) shall include the construction of all internal trails depicted on Sheet 9/9 of the Preliminary Plat documents, the 5'-wide bike lane, curb, gutter and sidewalk along Wyatt to the end of the project site, Shepard improvements including 10' of dedicated right-of-way, a sidewalk and bicycle path, and a publicly accessible pathway to connect ~~Shepard to Wyatt~~ the southeastern segment of the serpentine path directly to the Pavilion (in the manner specified by Condition #49 below).~~

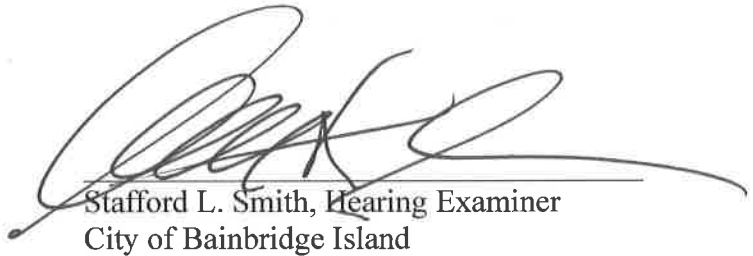
36. Building permits for the succeeding phase of development will not be issued before the previous phase of public trails, street improvements and their associated easements are completed as outlined in condition ~~#40~~ 35.

(Entirely new conditions below, not part of the previous approval:)

37. The concurrent boundary line adjustment (BLA13551C) and long subdivision amendment (SUBA13551) shall be recorded with the final plat approval for Grow Community II.
38. The Table on Sheet 3 of 3 of the Boundary Line Adjustment shall be revised to reflect the Lot Areas for the Open Space Tract.
39. Direct, handicap accessible connectivity to the Pavilion that avoids going to Shepard Way shall be provided.
40. Construction of the western most path, abutting the Olympian development, or something comparable in location, shall occur before any residential building permits are applied for Phase IIA.
41. As requested by the DRB, the applicant shall provide a landscape fence wall along the eastern border, prior to the completion of each phase of development.
42. The ten foot wide landscape buffers to Wyatt Way and Shepard Way shall meet the full screen requirements of the BIMC 18.15.010.
43. Four of the parking spaces in the parking lot abutting Shepard Way shall be designated as Visitor Parking, and include compact and standard spaces, as well as a handicap space.
44. Lot coverage shall be recorded on the face of the final plat, and reflect the calculations due to the conditional use requirements for day care and community centers.
45. Setbacks, as modified by the HDDP, shall be recorded on the face of the final plat.
46. The applicant shall provide an open space management plan for review and approval by Staff. Said plan shall be recorded with the final plat.
47. Mailbox and pedestrian signage locations shall be indicated on the face of the final plat.

48. The bus shelter, as recommended by Kitsap Transit, shall be constructed as part of Phase I plat utility improvements.
49. Hearing Examiner jurisdiction over this proceeding is retained for the purpose of addressing the as yet unapproved design for connecting the diagonal pathway from the site's southeast corner to Madison Avenue. The applicant shall submit to the Planning Director for Design Review Board consideration a design for creating a direct, safe, convenient publicly-accessible linkage from the diagonal pathway to the public easement across the Pavilion parcel that connects the site to Madison Avenue. Compliance with Conditions #13, #35 and #39 above and this Condition shall require a written determination by the DRB and the Planning Director that that applicant has submitted a satisfactory design for such a direct linkage meeting the intent of the Comprehensive Plan's adopted policies for non-motorized transportation. After such approval, the pathway design and the DRB's determination of compliance shall be forwarded to the Hearing Examiner, who will terminate the jurisdiction retained herein upon confirming that the relevant requirements of this Condition and Conditions #13, #35 and #39 have been met. If it appears that a speedy resolution of this remaining design issue cannot be secured, either the Planning Director or the applicant may request that the Examiner reopen the public hearing for further review of the diagonal pathway issues and a reassessment of their relationship to the overall site plan approval, which approval may be amended based on revised findings and conclusions. If no satisfactory resolution has been obtained on the DRB level within 180 days of the date of this decision, the Planning Director shall provide the Examiner with a report assessing the current status of the issues, and the Examiner may order the hearing reopened for the purposes specified herein.

ORDERED July 7, 2014



Stafford L. Smith, Hearing Examiner
City of Bainbridge Island

The Hearing Examiner is authorized to make the City of Bainbridge Island's final decisions regarding the Grow Community Phase II preliminary subdivision, site plan review and conditional use permit applications. A party with standing may seek judicial review of these decisions by filing a timely suit in Kitsap County Superior Court under the Land Use Petition Act.

The exhibit list prepared by the Clerk of the Hearing Examiner's Office is attached.

EXHIBIT LIST

Grow Community

**SPRA13551C – CUP13551 – SUB13551B
SUBA13551B – BLA13551C**

Staff Contact:
Heather Beckmann
Associate Planner

Public Hearing: June 19, 2014
Location: City Hall

Hearing Examiner: Stafford L. Smith

NO.	DOCUMENT DESCRIPTION	DATE
1	Application – SPRA13551C	10/23/2013 (Received)
2	Application – CUP13551	10/23/2013 (Received)
3	Application – SUB13551B	10/23/2013 (Received)
4	Application – SUBA13551B	10/23/2013 (Received)
5	Application – BLA13551C	10/23/2013 (Received)
6	Grow Community Phase 2 Utility Report	10/23/2013 (Received)
7	Preliminary Geotechnical Report (Dated January 29, 2010)	10/23/2013 (Received)
8	Notice of Revised Applications & New Applications/SEPA Comment Period	12/13/2013 (Dated)
9	Legal Notice	12/13/2013 (Published)
10	Certificate of Posting	12/17/2013 (Dated)
11	Bainbridge Island Fire Department Memo	03/14/2014 (Dated)
12	Project Report (presented to the Planning Commission on 5/22/14) ATTACHMENTS A. Grow Community II Boundary Line Adjustment dated October 16, 2013. B. Grow Community Phase II Plan Set dated May 9, 2014. C. Preliminary Plat of Grow Community II dated February 13, 2014 D. Public Participation Question and Answers, July 2013. E. Design Review Board Minutes, August 19, 2013 Regular Meeting. F. SEPA Checklist as provided with application date stamped October 23, 2013. G. Design Review Board Minutes, December 2, 2013 Regular Meeting. H. Compilation of comments received during the two public comment periods. I. Memo from the Assistant Chief Luke Carpenter, dated March 14, 2014. J. Transport Impact Analysis for Grow Community Phase II Addendum Update dated February 9, 2014. K. Third Party Traffic Review Comments, Response from RTC & the City date stamped May 8, 2014.	05/16/2014 (Dated)

EXHIBIT LIST

Grow Community

**SPRA13551C – CUP13551 – SUB13551B
SUBA13551B – BLA13551C**

Staff Contact:
Heather Beckmann
Associate Planner

Public Hearing: June 19, 2014
Location: City Hall

Hearing Examiner: Stafford L. Smith

NO.	DOCUMENT DESCRIPTION	DATE
	L. Design Review Board Minutes, April 7, 2014 Regular Meeting. M. HDDP Checklist date stamped October 23, 2013. N. Grow Community Phase II, Site Plan Review Amendment, Subdivision & Conditional Use date stamped April 25, 2014. O. Tree Assessment by Katy Bigelow dated September 20, 2013. P. RTC Transportation Consulting Parking Analysis date stamped April 30, 2014 Q. Design Review Board Design Guidelines Checklist -Multi-Family Design Guidelines for R-8 & R-14 zoning districts – date stamped October 23, 2013. R. Design Review Board Design Guideline Checklist – Commercial and Mixed-Use Design Guidelines for All Zoning Districts date stamped October 23, 2013 S. Grow Community Site Plan Review Power Point Presentation Excerpt from February 9, 2012 Special Planning Commission Meeting. T. Department of Public Works – Operations & Maintenance Binding Commitment Limited Reservation for Water and Sewer System Capacity date stamped October 23, 2013. U. DRAFT DRB minutes from March 5, 2014.	
13	Davis Studio Architecture Comments Letter	04/04/2014 (Received)
14	MDNS	05/27/2014 (Dated)
15	Notice of Public Hearing and Certification of Distribution	05/30/2014 (Published)
16	Planning Commission Minutes	05/22/2014 (Dated)
17	Project Report	06/13/2014 (Dated)
18	Comment Letter from Jacobsen	05/19/2014 (Dated)
19	RTC Traffic Impact Analysis	03/03/2014 (Dated)
20	PowerPoint Presentation - Applicant	06/19/2014 (Dated)
21	PowerPoint Presentation - City	06/19/2014 (Dated)
22	Declaration of Easement	10/09/2012 (Dated)

Plat of Grow Community II
Housing Design Demonstration Project
NE 1/4, SE 1/4
Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

Dedication

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned owner in fee simple of the land hereby platted, dedicate to the use of the public forever the right of way for Wyatt Way NW and Shepard Way NW as shown on the plat, and the use thereof for any and all public purposes not inconsistent with the use thereof for public highway purposes. The right of way dedicated may include right of way that was previously granted or dedicated. We reserve the right to make all slopes for cuts and fills upon the lots shown on the plat in the reasonable original grading of said right of way and the easements described below and we also reserve the right to allow surface drainage from said right of way and easements to flow over and across all lots where water might take a natural course after site development is completed.

Dimensions and uses of all lots, tracts or parcels of land embraced in this plat are subject to and shall be in conformance with City of Bainbridge Island Zoning Ordinance. The owners heresof, their successors and assigns, hereby waive all claims for damage against any governmental authority arising from the construction and/or maintenance of public facilities and public property within this development.

In witness whereof we have hereunto set our hands and seals.

Easement Provisions

Easements shown on the drawings are over, under and across the areas shown for the purposes stated. Public pedestrian easements refer to easements for pedestrian access. As shown on Sheet 9: The public pedestrian easements are hereby conveyed to the public and the City of Bainbridge Island.

Bainbridge Community Development LLC
Bill Carruthers, Manager

Acknowledgment

State of Washington
County of Kitsap

I certify that I know or have satisfactory evidence that Bill Carruthers is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Bainbridge Community LLC, a Washington Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public in and for the State of Washington
My appointment expires _____

Surveyors Certificate

I, Gavin M. Oak, registered as a land surveyor by the State of Washington, certify that this plat is based on an actual survey of the land described herein, conducted by me, or under my supervision, during the period of September, 2013 through November, 2014, that the distances, courses and angles are shown correctly, and that monuments have been set and lot corners staked on the ground as depicted on the plat, except for those that have been approved to be set at a later date.

Gavin M. Oak, PLS
Registered Land Surveyor
Certificate No. 45168

Owners Association

The Owners Association for this plat is a Washington non-profit corporation known as the Grow Community II Master Association.

Approvals

Engineer

Approved by the City Engineer this _____ day of _____, 2014.

Janelle Hitch, P.E. _____

Health District

Examined and approved by the Bremerton-Kitsap County Health District this _____ day of _____, 2014.

Scott W. Lindquist, MD, MPH
Director of Health, Bremerton-Kitsap County Health District

Planning and Community Development

Approved by the Director of Planning and Community Development this _____ day of _____, 2014.

Katharine Cook, Planning Director
Planning and Community Development
City of Bainbridge Island

City Council

Approved by the City Council of Bainbridge Island this _____ day of _____, 2014.

Anne Blair
Mayor, City of Bainbridge Island

Treasurer's Certificate

I, Meredith Green, Treasurer of Kitsap County, Washington, hereby certify that all taxes on the above described property are fully paid up to and including _____.

Meredith Green
Kitsap County Treasurer

Recording Certificate

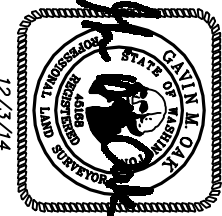
Filed for record at the request of _____, on this _____ day of _____, 2014 recorded in Volume _____ of plats, Pages _____ records of Kitsap County, Washington.

Walter E. Washington
Kitsap County Auditor

Attest: _____
Deputy

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&
GOLDSWORTHY, INC.
LAND SURVEYING

1015 NE HOSTMARK ST. 360-779-4299
POULSBORO, WA 98370 206-842-9598



DATE 12/3/14 FIELD BOOK --
DRAWING 5459P1 SHEET 1 / 9

Plat of Grow Community II
Housing Design Demonstration Project
NE 1/4, SE 1/4, Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

Legal Description

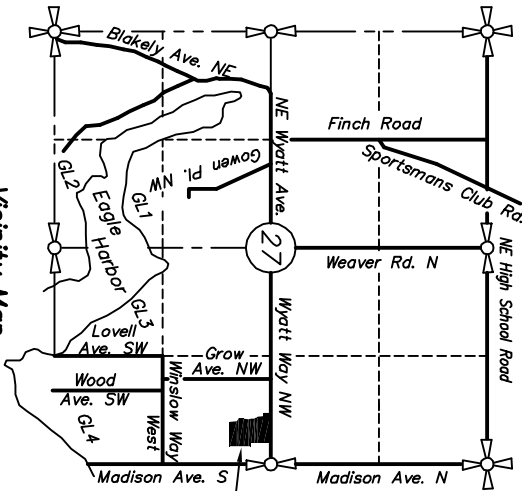
Resultant Parcel C of the Grow Community Boundary Line Adjustment recorded under Auditor's File No. _____ and as depicted on the survey recorded under Auditor's File No. _____ in Volume _____ of surveys, Page _____ records of Kitsap County, situate in the Northeast quarter of the Southeast quarter of Section 27, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington.

National Flood Insurance Program Designation

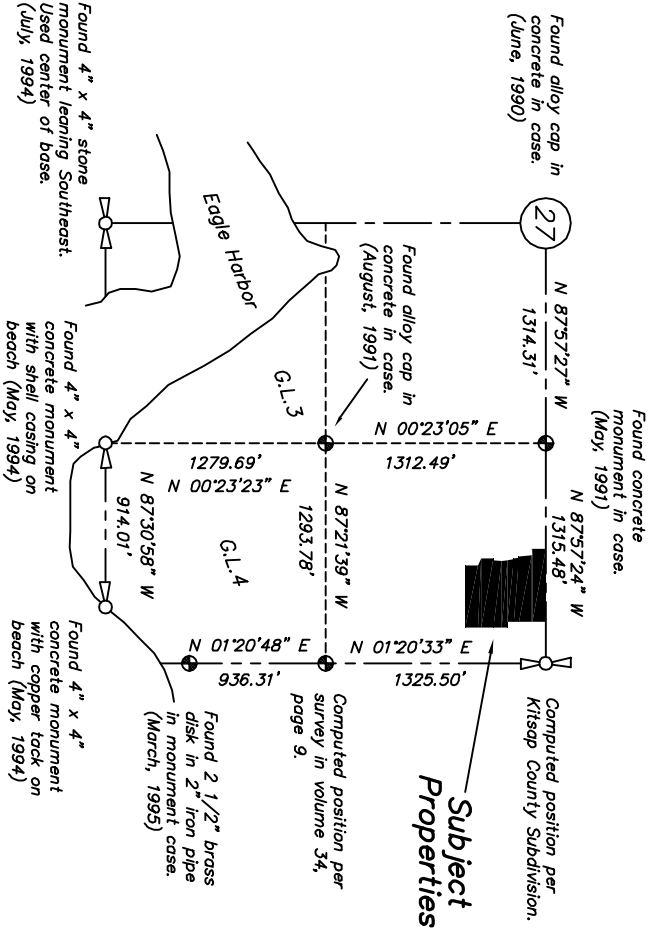
Zone X
Flood Insurance Rate Map 53035C0244D
Effective Date: December 18, 2007

Notes

- 1) This survey was accomplished by field traverse with a three second total station.
- 2) This survey conforms to the minimum field traverse standards for land boundary surveys as listed in WAC 352-130-090.



Vicinity Map
Sec. 27, T.25N., R.2E., W.M.



Section Subdivision

SE 1/4 Sec. 27, T.25N., R.2E., W.M.

No Scale

Owner:	Bainbridge Community Development LLC 710 John Nelson Lane Bainbridge Island, WA. 98110 Jeff Sharp, Asani LLC 206-780-7468
Current use:	Residential
Proposed water service:	City of Bainbridge Island
Proposed sewer service:	City of Bainbridge Island
Assessor's Account No.	272502-4-187-2001
Zoning:	R-14
Comprehensive Plan:	UMF
Compliance with the fire flow requirements of BIMC 20.04 will be by fire flow from the City water system.	
Storm drainage from new site construction will be reduced by low impact development practices, treated and detained through underground detention facilities and rain gardens, then discharged to the City system.	
Application File No.	SUB13551B



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DATE 12/3/14 FIELD BOOK ---
DRAWING 5459P2 SHEET 2 / 9

Plat of Grow Community II
Housing Design Demonstration Project
NE 1/4, SE 1/4, Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

Conditions

SEPA CONDITIONS

1. All construction activities are subject to noise regulations in BIMC Chapter 16.16.
2. To limit the impact on lighting, any proposed lighting shall comply with BIMC Chapter 15.34.
3. To ensure appropriate recreational opportunities, park nodes and associated facilities shall be created for each phase of development as indicated on the site plan for Phase I. The forest area and park node shall be planted prior to the application for any permits on Phase II B.
4. To ensure the historical and cultural resources of the novel housing and the Grow Farm are documented, the applicant shall provide the report titled "The Report of the History and Cultural Significance of the Site Being Developed as the Grow Community" prepared by Jon and Toby Quistlund to the Bainbridge Island Historical Museum. Prior to final inspection of the community building, the applicant shall indicate how the history of the site will be incorporated in the community building; examples include displaying the report and historical photographs, including any video or photographs of the Grow Historic Honoring ceremony.
5. To reduce car dependency and mitigate the impacts of traffic, the applicant shall provide a car sharing program, electric charging stations and covered bicycle storage areas.
6. The applicant shall follow the phasing schedule to ensure that pedestrian connectivity is provided during each phase of the development

PROJECT CONDITIONS

7. All landscaping shall be installed, or a performance assurance device shall be submitted and approved, prior to final inspection of the final building within the phase being constructed. The installation of landscaping shall be verified by the Landscape Professional or owner and a landscaping declaration shall be signed. The applicant shall provide a final landscape construction plan for each phase for review by staff.
8. Landscape buffers (particularly the three foot buffer landscape fence along the Eastern edge of the development) shall be maintained with a maintenance assurance device for a period of three years. No vegetation within the buffers shall be disturbed without approval of the Department of Planning and Community Development through an approved clearing, grading or civil plan.
9. The development shall provide non-motorized public trail right of way easements through the development as depicted on the site plan drawings, with the addition of an easement from the Southeast corner of the site directly to the Pavilion to Madison.
10. The applicant shall retain 30% of the significant trees on-site for Phase I. Phase II A & II B shall provide 40 tree units per acre and retain any significant trees identified on Sheet 8, Preliminary Plat of Grow Community II. If any retained significant trees are determined to be hazardous by a professional arborist, they may be removed after a replanting plan that follows the requirement options under BIMC 18.15.020.C.3.b has been approved by the Department of Planning and Community Development.
11. Any off-site location(s) for community solar arrays shall require a separate permit review and are not approved as part of this application.

12. Construction of any civil improvements and/or appropriate bonding shall occur prior to any building permits being issued for each phase of development. The improvements to be constructed for Phase I of the development shall be in substantial conformance to the Phasing Plans submitted by Browne Engineering, last revised 2/17/12, or as amended and approved to the satisfaction of the Development Engineer. Phase II improvements shall be in substantial conformance to the Phasing Plans submitted by Browne Engineering, last revised October 15, 2013, plans C1-C5, or as amended and approved to the satisfaction of the Development Engineer.

13. Storm drainage facilities are to be maintained by the applicant. The applicant shall provide a declaration of covenant prior to final occupancy that guarantees that the system will be properly maintained. The covenant shall include language that will allow the City to inspect the system to ensure it is properly performing.

14. Prior to issuance of any building permits for the early childhood development center, the applicant shall submit documentation to determine the appropriate amount of parking spaces. If the amount exceeds the ten now allocated for the use, the applicant shall indicate how and where it will provide the additional spaces. These spaces may require an amendment to the site plan review. Alternatively, prior to the issuance of any building permits for a wellness center, if determined necessary by the Planning Director, the applicant shall apply for a site plan amendment or a new site plan review along with all required documentation, including but not limited to a traffic impact review.

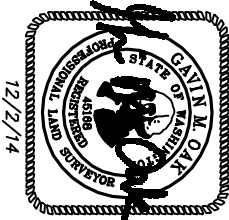
15. To address the requests of the Health District, the applicant shall submit building clearance for sewered properties, and binding water and sewer availability letters prior to issuance of a building permit for the residences. Additionally, any existing septic tanks must be pumped and a licensed well driller must decommission any existing wells.

16. During each phase of trail construction, the applicant shall install signage that indicates the trails are public at each entry point on the perimeter of the site.

PROJECT CONDITIONS (continued)

17. Each phase of the project shall conform to the HDDP program criteria for housing diversity, innovative site development and innovative building design. Prior to the issuance of a building permit for each phase, the application will be reviewed for compliance with the following:
 - a) The dwelling units shall be at or below 1600 square feet of floor area;
 - b) 20 – 30% water use reduction;
 - c) 25 – 35% improved energy performance;
 - d) Innovative building design elements including alternative energy, energy efficiency, water efficiency, green building materials and accessibility;
 - e) HDDP Development standards related to Low Impact Development; the applicant shall allocate impervious surface coverage for each phase of development (Phase I)
 - f) Landscaping, recreational opportunities, open space and transportation elements that substantially conform to the site plans.
 - g) Bicycle spaces provided at one for every five parking spaces;
 - h) Built Green 5. Building permit applications, construction and final occupancy shall comply with the certification provisions of BIMC 2.15.020.3.4;
 - i) Proof of ongoing certification with the Built Green building rating system shall be required during construction and project certification shall be completed prior to final occupancy.
18. Following the completion of each phase, Staff shall be able to access the site for tours no more than once every three months with permission and cooperation of the property owner.
19. Each building shall meet the height requirement and shall not exceed 40' above average existing grade.
20. Each phase shall provide one covered bicycle space for every five parking spaces for the multifamily development for a minimum total of 28 spaces for the entire 8 acre site.
21. Pursuant to BIMC 15.08, the applicant shall apply for a permit for any regulated signs.
22. Prior to the issuance of any building permits, the project shall be reviewed for compliance with the lighting guidelines.
23. Phases II-A and II-B (5 acre portion of the site) shall include the construction of all internal trails depicted on Sheet 9/9 of the Preliminary Plat documents, the 5' wide bike lane, curb, gutter and sidewalk along Wyatt to the end of the project site, Shepard improvements including 10' of dedicated right of way, a sidewalk and bicycle path, and a publicly accessible pathway to connect the Southeastern segment of the serpentine path directly to the Pavilion (in the manner specified by Condition #29 below).
24. Building permits for the succeeding phase of development will not be issued before the previous phase of public trails, street improvements and their associated easement are completed as outlined in Condition #23.
25. Direct, handicap accessible connectivity to the Pavilion that avoids going to Shepard Way shall be provided to the maximum extent feasible; provided that, the Design Review Board may approve a design containing an indirect route component if determined necessary to achieve handicap accessibility.
26. As requested by the DRB, the applicant shall provide a landscape fence wall along the Eastern border prior to the completion of each of the developments.
27. The ten foot wide landscape buffers to Wyatt Way and Shepard Way shall meet the full screen requirements of the BIMC 18.15.010.
28. The bus shelter as recommended by Kitsap Transit, shall be constructed as part of Phase I plat utility improvements

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DATE 12/2/14 FIELD BOOK --
DRAWING 5459P3 SHEET 3 / 9

Found concrete monument in cose. (May, 1991)

Found concrete monument with metal pin. (June, 1990) North 0.1' from subdivision line. Used for the centerline of Grow Avenue NW.

Plat of Grow Community II
Housing Design Demonstration Project
NE 1/4, SE 1/4, Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington
Existing Conditions

Computed position per Kitsap County Subdivision. Refer to the survey in volume 40, page 193.

Scale: 1" = 60'
Assumed

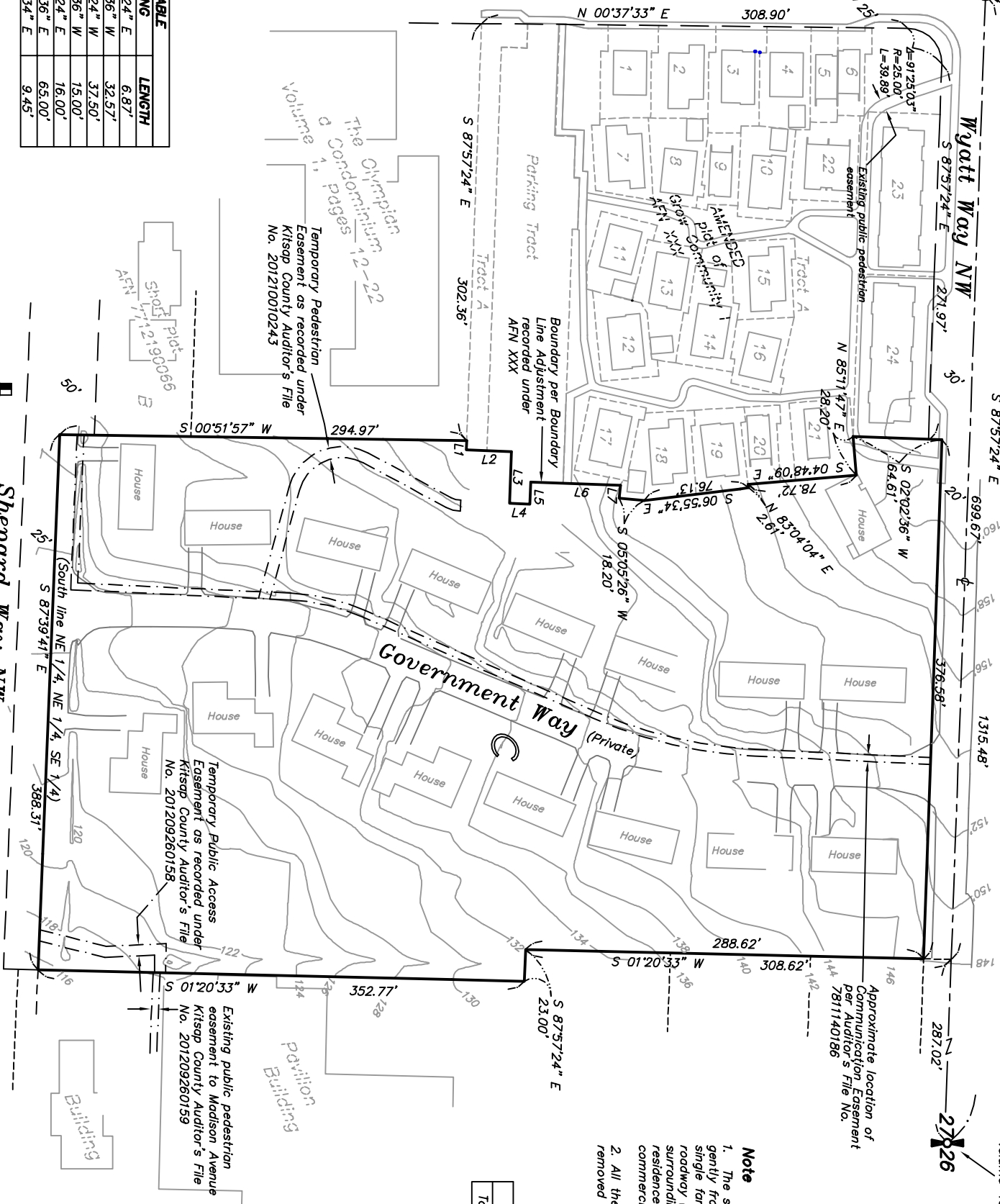
LINE	BEARING	LENGTH
L1	S 87°57'24" E	6.87'
L2	S 02°02'36" W	32.57'
L3	N 87°57'24" W	37.50'
L4	S 02°02'36" W	15.00'
L5	S 87°57'24" E	16.00'
L6	N 02°02'36" E	65.00'
L7	S 84°54'34" E	9.45'

GRAPHIC SCALE



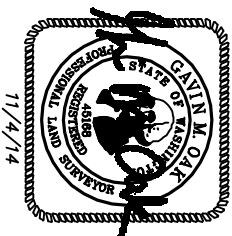
City of Bainbridge Island
Vertical Control Network

Shepard Way NW



Lot Area	5.42 acres
Total Area	235,916 sf

- Note**
- The subject property is generally open and slopes gently from the North to the South with developed single family residences on either side of the paved roadway (Government Way). The properties surrounding are either developed single family residences, multi-family residences or to the East, commercial buildings.
 - All the existing buildings shown on Lot C are to be removed for new construction.

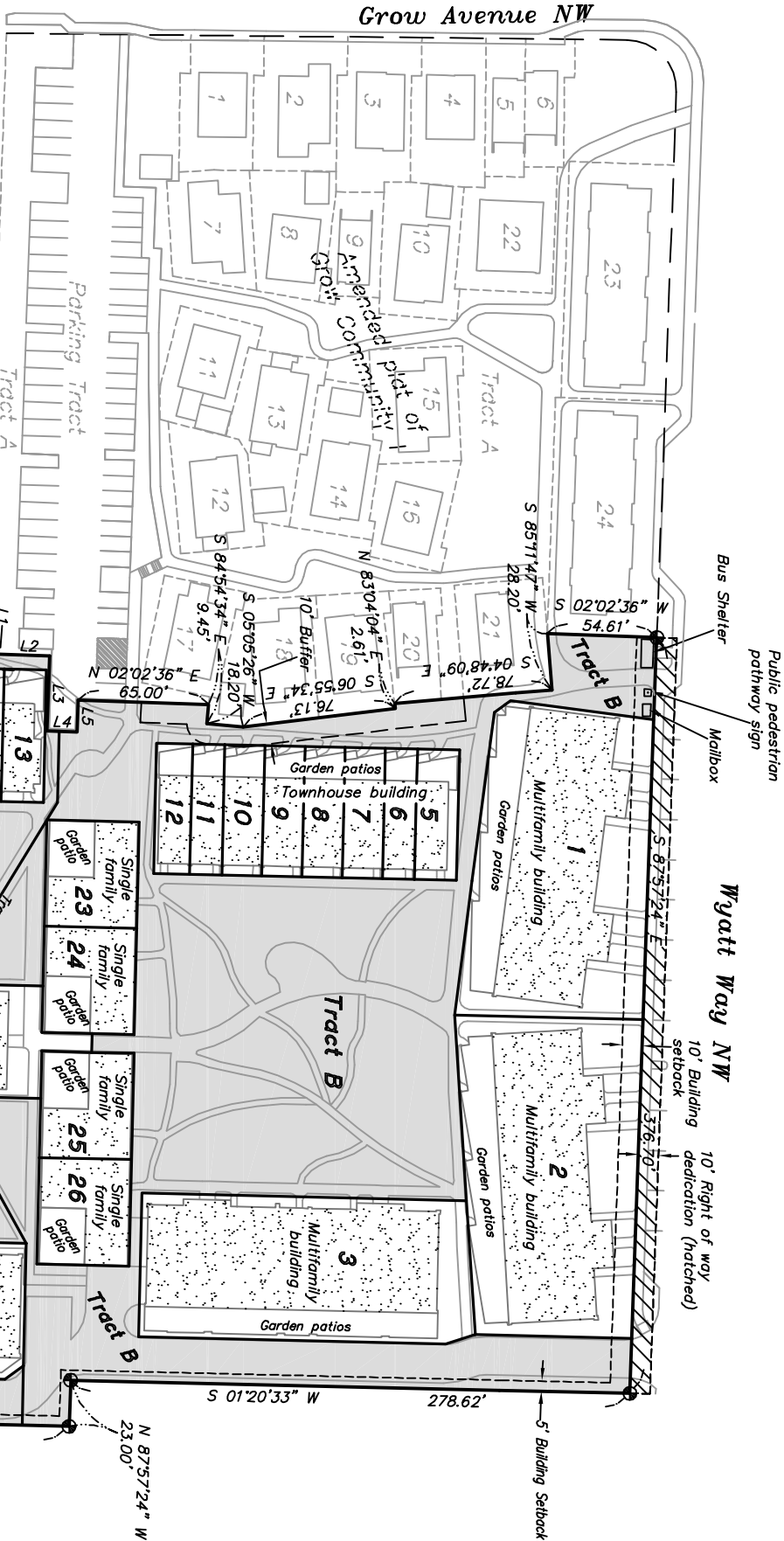


GOLDSWORTHY, INC.
LAND SURVEYING

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POULSBORO, WA 98370 (206)842-9598

DATE 11/4/14 FIELD BOOK ---
DRAWING 5459P4 SHEET 4 / 9

Scale: 1"=50'
Assumed



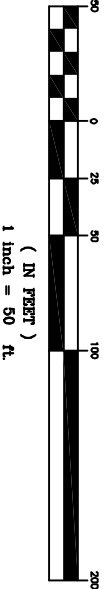
Plat of Grow Community II
Housing Design Demonstration Project
NE 1/4, SE 1/4,
Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

LINE	BEARING	LENGTH
L1	S 87°57'24" E	6.87'
L2	S 02°02'36" W	32.57'
L3	N 87°57'24" W	37.50'
L4	S 02°02'36" W	15.00'
L5	S 87°57'24" E	16.00'

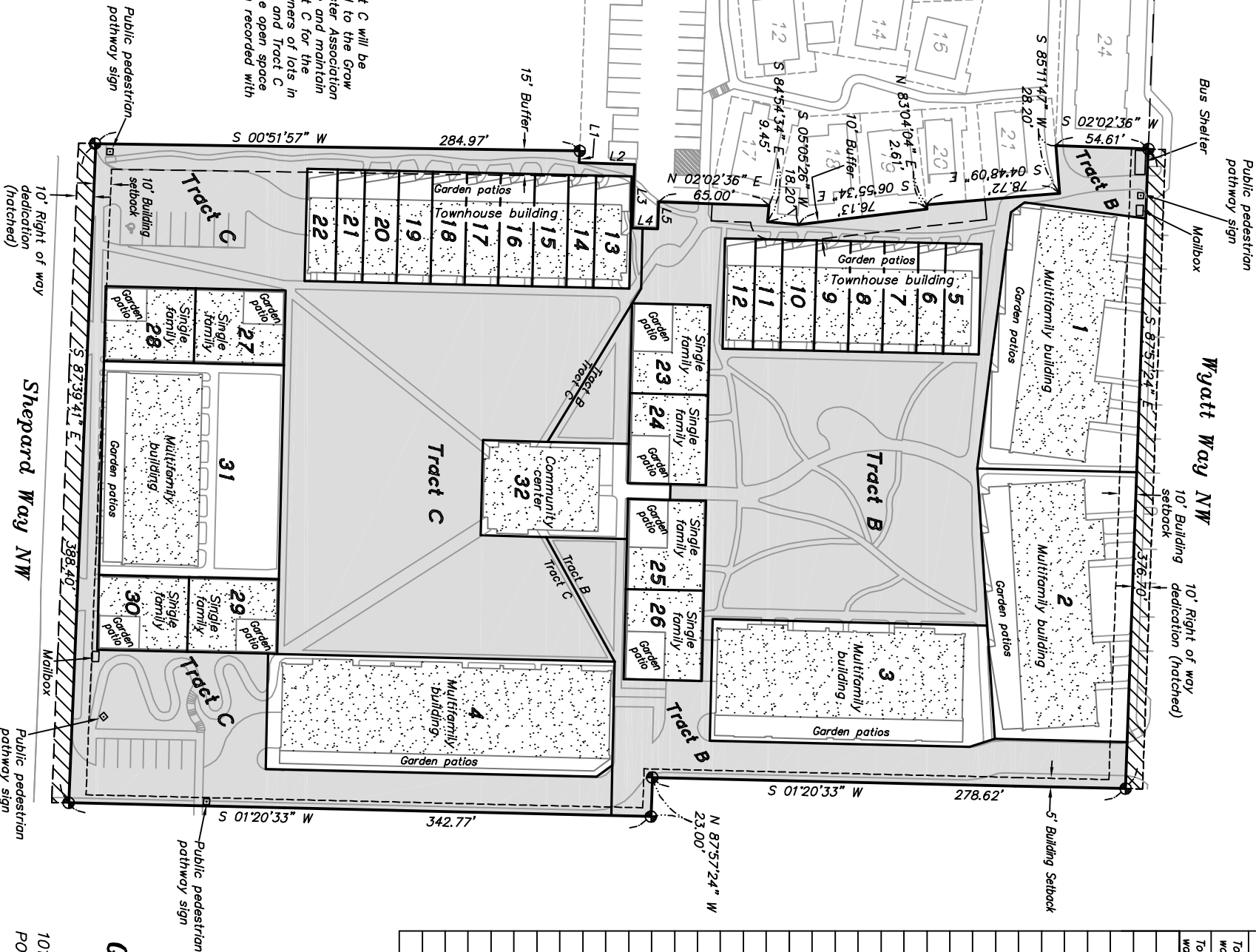
Legend

- = Tracts B & C (Common Area)
- = Right of way dedication
- = Proposed structure
- = Set 2" brass disc in concrete

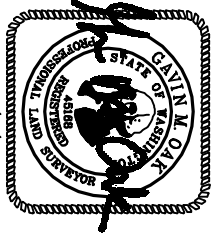
GRAPHIC SCALE



Note:
Tract B and Tract C will be conveyed by deed to the Grow Community II Master Association which will operate and maintain Tract B and Tract C for the benefit of the owners of lots in the Plat. Tract B and Tract C are subject to the open space management plan recorded with this plat.



Lot Areas	
Total area prior to right of way dedication	235,916 sq. ft.
Total area after right of way dedication	228,266 sq. ft.
Lot 1	13,299 sq. ft.
Lot 2	13,671 sq. ft.
Lot 3	11,760 sq. ft.
Lot 4	13,841 sq. ft.
Lot 5	1,365 sq. ft.
Lot 6	1,040 sq. ft.
Lot 7	1,300 sq. ft.
Lot 8	1,300 sq. ft.
Lot 9	1,300 sq. ft.
Lot 10	1,300 sq. ft.
Lot 11	1,040 sq. ft.
Lot 12	1,170 sq. ft.
Lot 13	1,386 sq. ft.
Lot 14	1,056 sq. ft.
Lot 15	1,320 sq. ft.
Lot 16	1,320 sq. ft.
Lot 17	1,320 sq. ft.
Lot 18	1,320 sq. ft.
Lot 19	1,320 sq. ft.
Lot 20	1,320 sq. ft.
Lot 21	1,056 sq. ft.
Lot 22	1,188 sq. ft.
Lot 23	2,438 sq. ft.
Lot 24	2,438 sq. ft.
Lot 25	2,438 sq. ft.
Lot 26	2,438 sq. ft.
Lot 27	2,332 sq. ft.
Lot 28	2,332 sq. ft.
Lot 29	2,332 sq. ft.
Lot 30	2,332 sq. ft.
Lot 31	13,356 sq. ft.
Lot 32	5,049 sq. ft.
Tract B	48,980 sq. ft.
Tract C	66,811 sq. ft.



GOLDSWORTHY, INC.

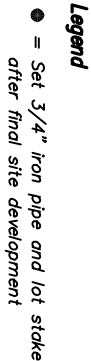
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POULSBO, WA 98370 (206)842-9598

DATE 12/3/14 FIELD BOOK
DRAWING 5459P5 SHEET 5 / 9

NE 1/4, SE 1/4, Sec.27, T25N., R.2E., W.M.

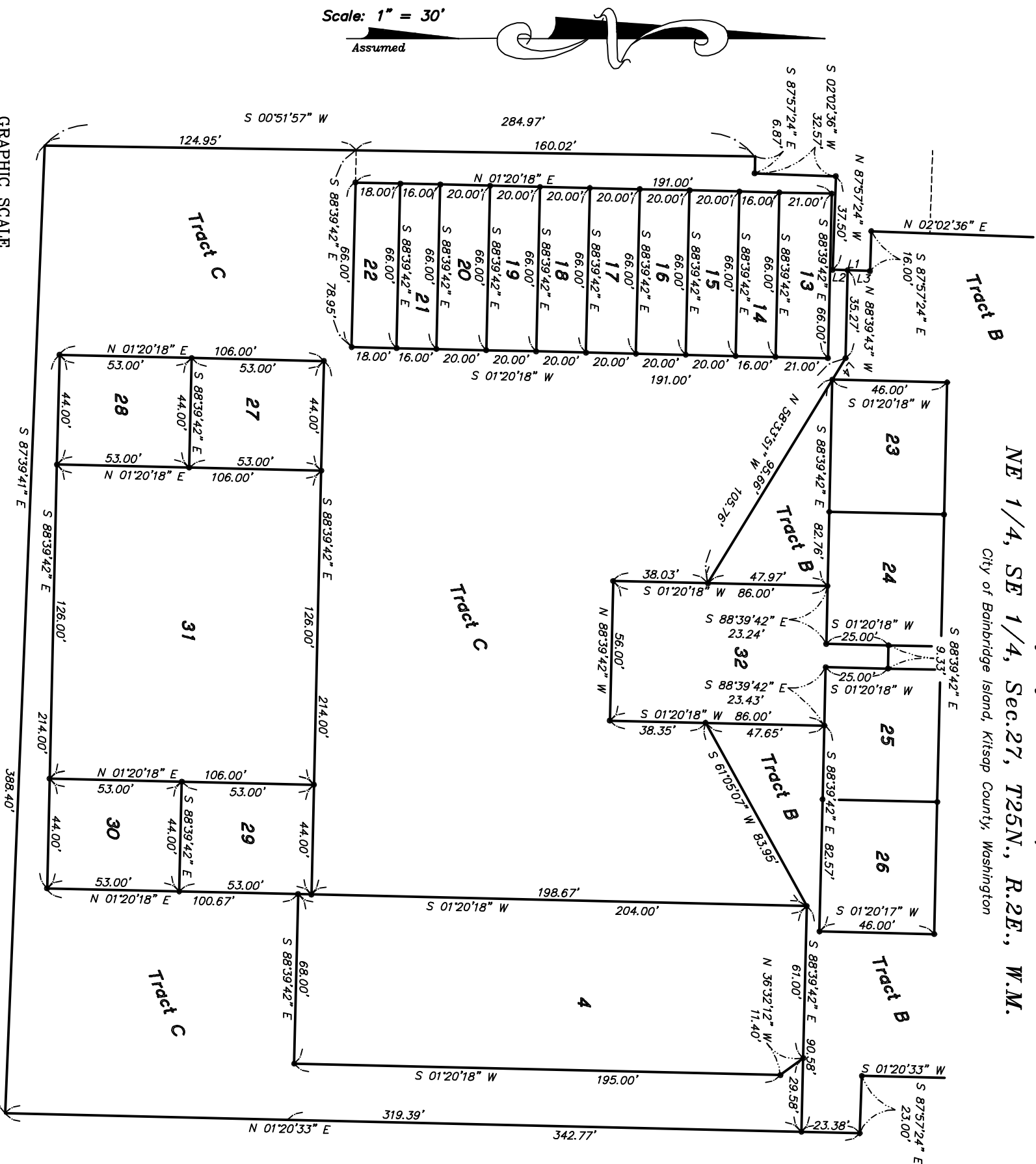
City of Bainbridge Island, Kitsap County, Washington



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POULSBORO, WA 98370 (206)842-9598

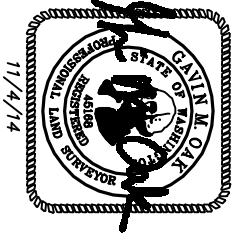
DATE 11/4/14 FIELD BOOK
DRAWING 5459P6 SHEET 6 / 9

Plat of Grow Community II
Housing Design Demonstration Project
NE 1/4, SE 1/4, Sec.27, T25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington



L1	S 02°02'36" W	15.00'
L2	S 02°02'36" W	6.05'
L3	S 02°02'36" W	8.95'
L4	N 58°33'51" W	10.11'

Legend
● = Set 3/4" iron pipe and lot stake
after final site development



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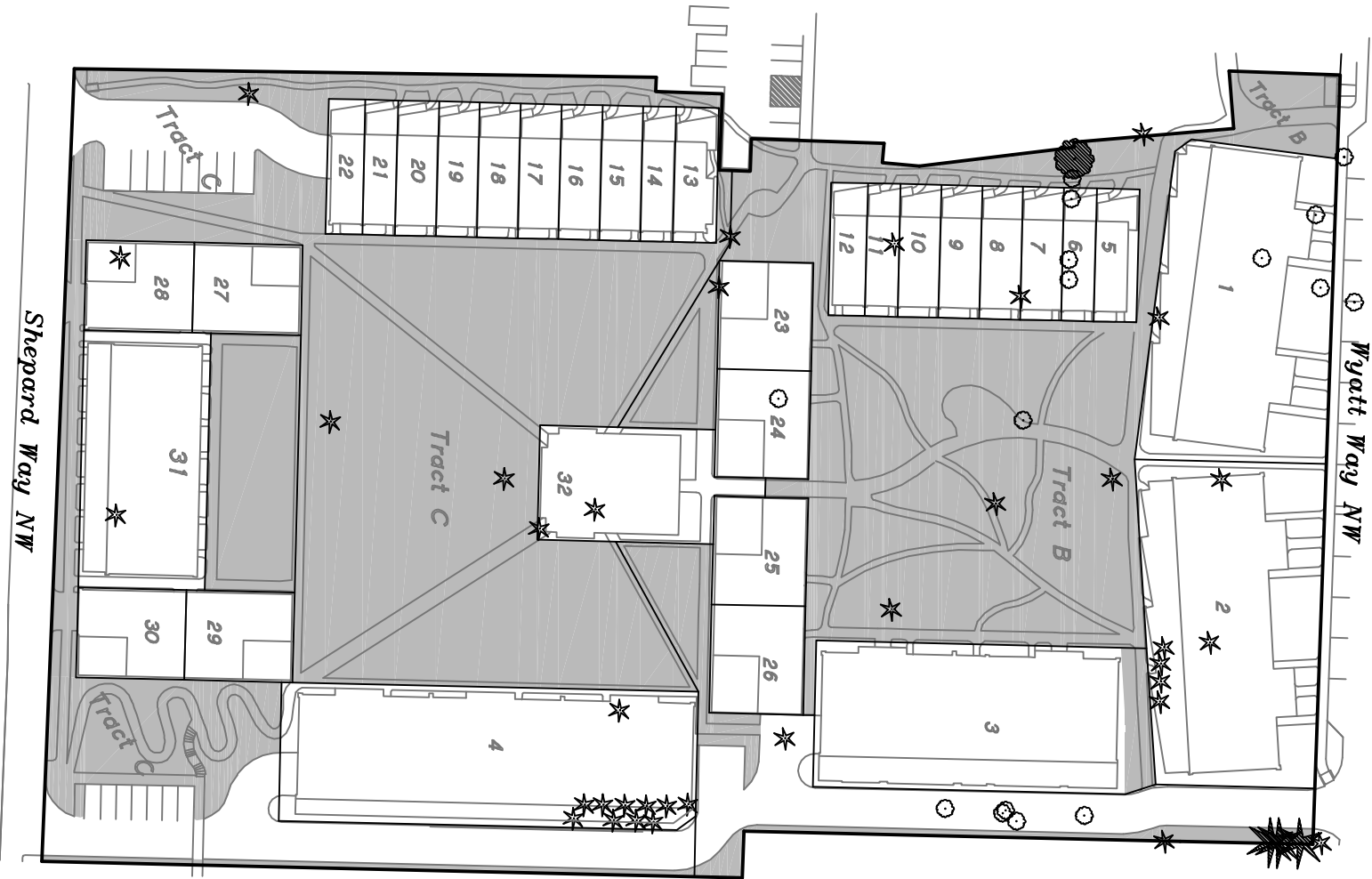
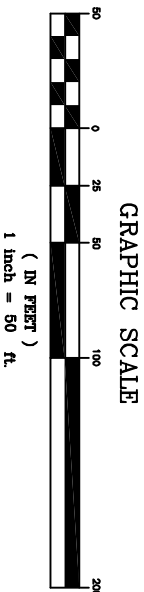
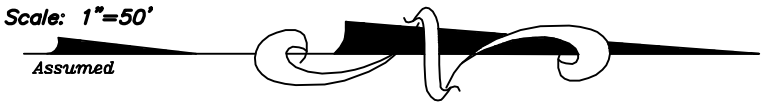
1015 NE HOSTMARK ST. (360) 779-4299
POULSBORO, WA 98370 (206) 842-9598
DATE 11/4/14 FIELD BOOK
DRAWING 5459P7 SHEET 7 / 9

Plat of Grow Community II
Housing Design Demonstration Project
NE 1/4, SE 1/4,
Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

Open Space, Lot Coverage
& Tree Plan

- Legend**
- [Shaded Box] = Open Space
 - [Circle with Dots] = Existing significant deciduous tree
 - [Star] = Existing significant evergreen tree
 - [Star with Dot] = Significant evergreen tree to be retained (3)
 - [Hatched Circle] = Significant deciduous tree to be retained (1)

Tree Plan
1. Total site tree unit requirements for R-14 zoning = 40 units per acre
2. Total site area = 5.26 acres = 211 tree units
3. Final landscaping will result in a minimum of 211 tree units using a combination of retaining existing significant trees and planted trees.

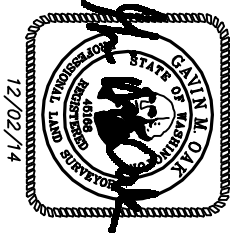


Open Space
Total area after Wyatt Way = 228,266 sq. ft. & Shepard Way right of way dedication
Total Open Space Area = 102,355 sq. ft. (45%)

Lot Coverage	
Total area prior to Wyatt Way = 235,916 sq. ft. & Shepard Way right of way dedication	
Maximum lot coverage of 40% = 94,366 sq. ft.	
Lot 1	9,100 sq. ft.
Lot 2	9,100 sq. ft.
Lot 3	9,500 sq. ft.
Lot 4	12,500 sq. ft.
Lots 5-12	8,500 sq. ft.
Lots 13-22	10,700 sq. ft.
Lots 23-24	4,500 sq. ft.
Lots 25-26	4,500 sq. ft.
Lots 27-28	4,500 sq. ft.
Lots 29-30	4,500 sq. ft.
Lot 31	6,300 sq. ft.
Lot 32	3,500 sq. ft.
Bus shelter	100 sq. ft.
Total	87,300 sq. ft. (37%)

(As approved of modified under SPRT3551
subject to HDDP BINC 2.16.020.Q)

Minimum Building Separation and Setbacks	
Building to building:	0 feet*
Building to subdivision boundary	5 feet*
Building to right of way	10 feet
*Subject to Building Official and Fire Marshal building permit approval	



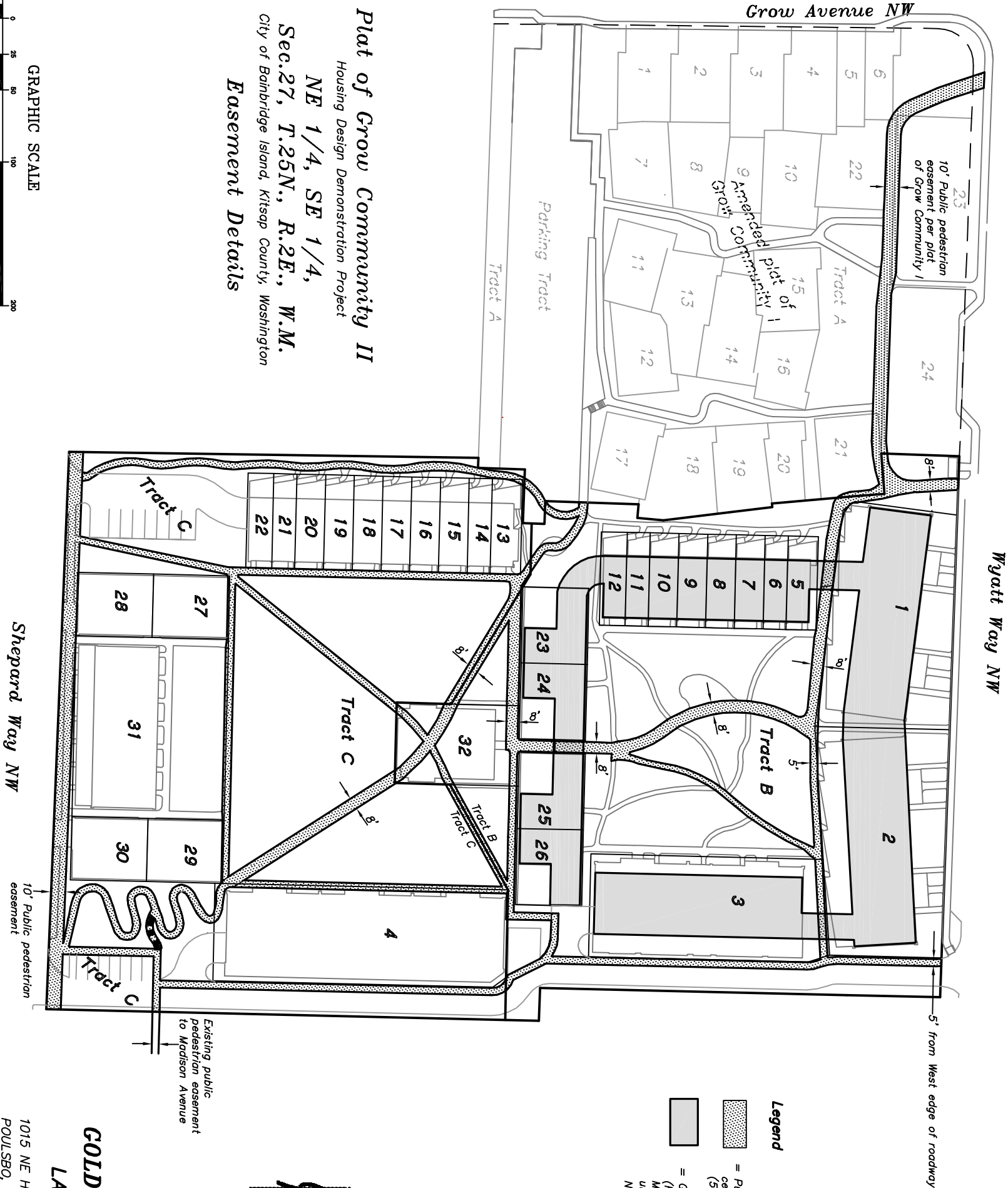
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DATE 12/02/14 FIELD BOOK
DRAWING 5459P8 SHEET 8 / 9

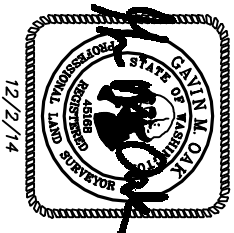
Scale: 1"=50'
Assumed



Plat of Grow Community II
Housing Design Demonstration Project
NE 1/4, SE 1/4,
Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington
Easement Details



- Legend**
- = Public pedestrian easement centered on path as built (5' wide unless otherwise noted)
 - = Garage easement area (Refer to Garage Easement & Maintenance Agreement recorded under Kitsap County Auditor's File No. _____)



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DATE 12/2/14 FIELD BOOK
DRAWING 5459P9 SHEET 9 / 9

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Resolution No. 2014-25, Plat of Grow Community I Final Subdivision Amendment II (SUBA13551B)	Date: December 9, 2014
Agenda Item: Public Hearing	Bill No.: AB 12-125
Proposed By: Heather Beckmann, Associate Planner	Referral(s): N/A

BUDGET INFORMATION

Department: Planning	Fund: N/A	Munis Contract # None.
Expenditure Req: N/A	Budgeted? ☐ Yes ☐ No	Budget Amend. Req? ☐ Yes ☐ No

REFERRALS/REVIEW

City Manager ☐ Yes ☐ No ☒ N/A	Legal ☒ Yes ☐ No ☐ N/A	Finance ☐ Yes ☐ No ☒ N/A
---	--	--

DESCRIPTION/SUMMARY

Action Item:

Consider approval of Resolution 2014-25, amending Plat of Grow Community I to revise the main, ten foot wide, public pedestrian path/easement, and change the parking lot configuration to reduce the number of guest parking spaces and match the approved site plan and design review for Grow Community Phases I and II. Consolidated with this subdivision amendment application is a boundary line adjustment to reconfigure the parking tract.

The Plat of Grow Community I was originally approved for the subdivision of a 2.6 parcel into 24 lots (20 single family and 4 multifamily lots) on November 7, 2012. On October 24, 2013, the City Council approved Resolution 2013-19, amending the Plat of Grow Community I to accommodate a westerly shift of a public sidewalk/parking easement along Wyatt Way NW and to add land to accommodate guest parking to meet anticipated demands.

In accordance with the provisions of BIMC 2.16.160.L, proposals for alteration of a subdivision shall follow the provisions of RCW 58.17.215, "Alteration of Subdivision – Procedure" and RCW 64.04.175 "Easements Established by Dedications-Extinguishing or Altering". An application for a boundary line adjustment may be approved or approved with conditions if no additional lot is created and no lot is created that contains insufficient area and dimensions to meet the minimum requirements for the area, width and depth for a building site in the zone in which the property is located.

Continued on Page 2

RECOMMENDED ACTION

Motion:

I move that the City Council adopt Resolution 2014-25, including findings of fact and conclusions of law, approving the second amendment to the Plat of Grow Community I single and multifamily subdivision.

DESCRIPTION/SUMMARY – Page 2

Under BIMC 2.16.160, the City Council shall take one of the following actions: Adopt the resolution, including findings of fact and conclusions of law, amending the approval; Adopt a resolution, including findings of fact and conclusions of law, approving the proposal with conditions; Adopt a resolution, including findings of fact and conclusions of law, denying the proposal. In accordance with the provisions of BIMC 2.16.160.L, the consolidated applications for a second amendment to the final subdivision and the boundary line adjustment are before the City Council for decision.

Location:

The 2.6 acre site is located on the corner of Grow Avenue and Wyatt Way heading east along Wyatt towards Madison and south on Grow Avenue towards Shepard Way. The most southern border of the site is between the Olympian condominium development on Grow Avenue and the most eastern portion of the site shares a border with the John Adams Way housing development.

STAFF REPORT

*City of Bainbridge Island
Department of Planning
and Community Development*

Project: Grow Community I Subdivision Amendment & Boundary Line Adjustment

File number: SUBA 13551B & BLA13551C

Date: November 23, 2014

To: Bainbridge Island City Council

From: Katharine Cook, Planning Director

Project Manager: Heather Beckmann, Associate Planner

Applicant: Bainbridge Community Development

Request: To amend the subdivision of Plat of Grow Community Phase I to revise the main, ten foot wide, public pedestrian path, and change the parking lot configuration to match Grow Community Phase II and to perform a corresponding boundary line adjustment to match the proposed subdivision amendment.

Location: The project site is located on the corner of Grow Avenue and Wyatt Way, Section 27 Township 25N, Range 2E, W.M.

Zoning Designation: R-14, 14 units per acre.

Comprehensive Plan Designation: UMF, Urban Multifamily, R-14 units per acre.

Environmental Review: A SEPA MDNS was issued with the final plat approval on July 10, 2012. The SEPA mitigation conditions will continue to apply to this amendment.

Staff Analysis

I. Background

The project received site plan and design review approval on March 9, 2012 as a phased, Tier II, Built Green 5 Housing Design Demonstration Project (HDDP) for the development of 131 residential units, a school and a community building on an 8 acre site. A 2.6 acre portion of the 8 acre site received final approval to subdivide on November 7, 2012 after a recommendation from the Hearing Examiner to the City Council on August 24, 2012. The 2.6 acre portion was approved for the creation of 24 lots (20 single family and 4 multifamily) to accommodate 45 dwelling units, a parking tract to accommodate 54 parking spaces and an open space tract to provide open space including public trails.

The City Council approved an amendment to the subdivision on October 23, 2013 (13551 Subdivision Amendment I) to relocate the public pedestrian easement along Wyatt Way NW to the west and to increase the area dedicated to parking to accommodate anticipated guest parking demands. Due to changed circumstances, the applicant is now amending the subdivision to go back to the original design.

The applicant applied for and received approval to change one of the duplex units to a single family unit and therefore reduce the total number of units in Phase I to 44.

On October 24, 2013, the applicant applied to amend their approved Site Plan and Design Review (SPRA13551) for the entire 8 acre site, to subdivide the remaining 5 acres (SUB13551B), to receive a conditional use permit (CUP13551) for a proposed health care/education use on the 5 acre portion of the site fronting on Shepard Way, to amend their approved subdivision (SUBA13551B) and to adjust the lot lines (BLA13551C) between Phase I and proposed Phase II. Following a public hearing on June 19, 2014, the Hearing Examiner approved the SPR amendment, CUP and preliminary SUB and conditioned the project so that the BLA and SUBA shall be recorded with the final plat approval (Condition # 37). These SUBA and BLA applications are the subject of this staff report.

Consolidated Project Review:

Boundary Line Adjustment (BLA) applications are typically processed administratively. The applicant chose to consolidate the boundary line adjustment with the subdivision amendment. The Code allows for a consolidated project review, the intent of which is to provide a single process in which a single decision maker will make all land use decisions on the applications. Different types of permits have different review procedures; in a consolidated review, the most rigorous process must be used.

Public Pedestrian Easement through the Site to Phase II:

The applicant conducted outreach with the Phase I homeowners in the design of Phase I open space, located between the two multifamily buildings on Wyatt and the adjoining single family homes. This piece of open space was the largest, consolidated portion of open space in Phase I, and provided a buffer between the different residential uses. It was originally proposed to have the main, diagonal public pathway through it. However, the homeowners expressed an interest in shifting the pathway to create a straight, as opposed to diagonal, connection, to maximize the area of the open space, while still providing continuous public, pedestrian connectivity through the site.

This revision is the subject of this subdivision amendment. The revised pathway continues to provide a continuous connection to the second phase of Grow Community, with a slight shift in its location.

Parking Tract A:

When the original SPR was approved, the exact amount of guest parking spaces needed was unknown and the project was conditioned to either provide the maximum amount suggested by the Code (.5 per unit) or to provide a guest parking demand study to support a lesser amount.

Last October, the applicant received approval to amend Phase I subdivision to provide the .5 spaces per unit. This coincided with their overall plan to revise the SPR, including a proposal to connect the Grow Community I parking lot through the remaining 5 acres of the site, down to Shepard Way. However, the residents of Grow Community I expressed a dislike for this design proposal, with the fear that cars would dominate the landscape. The applicant proposed a revision to terminate the connectivity of the parking lot. This reduction in the size of the parking lot resulted in a reduction of guest parking.

The proposed revision resulted in a reduction in the amount of guest parking spaces for Phase I to below .5 per unit. As conditioned, the applicant then needed a guest parking demand study to determine the optimal amount of guest parking spaces.

The applicant provided a study (prepared by RTC Transportation Consulting), and this study was reviewed by the Hearing Examiner during the consolidated, public hearing for Phase II SUB, SPRA and CUP on June 19, 2014. The study documented a guest parking demand of .1 spaces per dwelling unit for Phase I, new HDDP regulations adopted .2 spaces and the applicant proposed .25. The SPR amendment was approved for .25 spaces.

This subdivision amendment to the parking tract will provide the approved amount of guest

parking spaces at .25/unit (44 units X .25 = 11 spaces). The total amount of spaces proposed for Phase I are 57.

Boundary Line Adjustment

The proposed BLA corresponds with the subdivision to adjust the lot lines between Grow Community Phase I and Phase II, particularly in regards to the parking tract.

II. Findings of Fact

A. Assessor's Record Information

- a. Tax Lot Numbers: 5595-000-025-0001 (Open Space Tract) 5595-000-026-0000 (Parking Tract),
- b. Owners of record: Bainbridge Community Development and Grow Community I Neighborhood Association
- c. Lot sizes: Subdivision: A parking tract (.42 acres) and an open space tract (.69 acres)
- d. Land use: Residential.

B. History:

- 1. On August 24, 2012, the Hearing Examiner recommended conditional approval of the preliminary plat and entered a report, Findings of Fact, Conclusions of Law and Recommendations.
- 2. On November 7, 2012, the final long subdivision was approved by the City Council by the passage of Resolution 2012-12.
- 3. On October 24, 2013, the City Council approved a Subdivision Amendment by the passage of Resolution 2013 – 19.
- 4. On October 23, 2013, the applicant applied for five projects for consolidated review: Site Plan Review amendment, Subdivision to Phase II, Conditional Use for a health care use and a community center, Subdivision Amendment for Phase I, an Aggregation and Boundary Line Adjust.
- 5. On June 19, the consolidated projects were heard by the Hearing Examiner at a public hearing.
- 6. On July 7, 2014, the Hearing Examiner issued a decision of approval on the consolidated project.
- 7. On November 18, the applicant applied for the final subdivision of Phase II. Final subdivision approval will be considered by the Council on December 9, 2014.

C. Code Review:

1. BIMC 2.16.090. D. - Boundary Line Adjustment

- a. An application for a boundary line adjustment may be approved or approved with conditions if no additional lot is created and no lot is created that contains insufficient area and dimensions to meet the minimum requirements for the area, width and depth for a building site in the zone in which the property is located. If these criteria are not satisfied, then the criteria in subsection D.2 of this section must be met or the boundary line adjustment may not be approved.

The proposed boundary line adjustment between the approved subdivision and the neighboring lots to the east does not create an additional lot or create a lot that contains insufficient area and dimensions to meet the minimum requirement for the area, width and depth for the zone. The adjustment allows for the portion of parking tract no longer needed for Phase I to be included in Phase II.

2. BIMC 2.16.160. L – Amendment to Approved Long Subdivision

- a. Proposals for alteration of a subdivision shall follow the provisions of RCW 58.17.215. Alterations of a subdivision are also subject to the provisions of RCW 64.04.175, except as described in subsection 2.

Staff Analysis: The provisions of these RCW's are included and analyzed below. The proposed amendment is found to meet these provisions.

- b. The contents and procedures for minor alterations of open space and/or open space usage in an approved final long subdivision shall be administratively reviewed consistent with the procedures and requirement of BIMC 2.16.030.

Staff Analysis: The boundary line adjustment will result in a minor decrease in the area of the parking tract. The subdivision amendment will alter the public easement that connects Phase I to Phase II by straightening the easement to run parallel to Wyatt Way, and shifting it to the North of Lot 21, and South of Lot 24.

3. RCW 58.17.215 – Alteration of subdivision – procedure.

When any person is interested in the alteration of any subdivision or the altering of any portion thereof, that person shall submit an application to request the alteration to the legislative authority of the city, town, or county where the subdivision is located. The application shall contain the signatures of the majority of those persons having an ownership interest of lots, tracts, parcels, sites or divisions in the subject subdivision or portion to be altered.

Staff Analysis: A subdivision application was submitted with the interested parties' signature.

The legislative body shall provide notice of the application to all owners of property of the subdivision. The notice shall establish a date for a public hearing or provide that a hearing may be requested by a person receiving notice within fourteen days of receipt of the notice.

Staff Analysis: The City provided a notice of application to all owners of the property stating that the project would be subject to a hearing. A public hearing before the Hearing Examiner was held on the applications on June 19, 2014. A notice of hearing on the amendment to the subdivision to the City Council was properly placed in the newspaper on November 28, 2014

The legislative body shall determine the public use and interest in the proposed alteration and may deny or approve the application for alternation.

Staff Analysis: Staff finds that the amendment will serve the public use and interest. The amendment will connect Phase I and Phase II public pathway together and provide guest parking to meet the anticipated demands of the project.

After approval, the legislative body shall order the applicant produce a revised drawing of the approved alteration of the final plat, which after signature of the legislative authority , shall be filed with the county auditor to become the lawful part of the property.

Staff Analysis: A revised drawing has been submitted to the City that matches the proposed changes. The revision properly includes signature blocks for filing with the Kitsap County auditor.

4. RCW 64.04.175 – Easements established by dedication – extinguishing or altering.

Easements established by a dedication are property rights that cannot be extinguished or altered without the approval of the easement owner or owners, unless the plat or other document creating the dedicated easement provides for an alternative method or methods to extinguish or alter the easement.

Staff Analysis: The pathway easement is a public access easement. The easement is properly before the City Council for approval.

III. Conclusions

A. History:

This application is properly before the City Council for a decision on the amendments to the public access easement and the Parking Tract to accommodate guest parking, and the resultant boundary line adjustment to accomplish these subdivision amendments.

B. Code Review:

The Code section that applies is BIMC Chapters BIMC 2.16.090.D. Boundary Line Adjustment and 2.16.160. L, “Amendment to Approved Long Subdivision”. This section requires the project review to follow the procedures of the Revised Code of Washington (RCW). The project is found to have followed the procedures and to have met the requirements.

IV. Recommendation

Staff recommends approval of the long subdivision amendment, relocating the public access easement and parking and adjusting the guest parking in the Parking Tract .

Attachments

- A. Recorded Plat of Grow Community I
- B. Revised Plat of Grow Community I
- C. Boundary Line Adjustment
- D. Resolution 2014-25

RESOLUTION NO. 2014-25

A RESOLUTION of the City of Bainbridge Island, Washington approving a second amendment to the Grow Community I subdivision and a boundary line adjustment (File Nos. SUBA13551B and BLA13551C)

WHEREAS, on October 9, 2012, the preliminary subdivision application for the Grow Community I subdivision was submitted by Bainbridge Community Development, LLC to the Department of Planning and Community Development; and

WHEREAS, on November 7, 2012, the City Council approved Resolution No. 2012-12 approving the final Grow Community I subdivision application for the creation of 24 (20 single family and 4 multi-family) residential lots, a parking tract and an open space tract; and

WHEREAS, on January 29, 2013, Bainbridge Community Development, LLC applied to amend the subdivision and submitted a boundary line adjustment; and

WHEREAS, on October 24, 2013, the City Council approved Resolution No. 2013-19 approving the subdivision amendment and boundary line adjustment; and

WHEREAS, on October 23, 2013, Bainbridge Community Development, LLC submitted five applications: Site Plan and Design Review Amendment (SPRA13551) for the entire 8 acre site, Subdivision for the remaining 5 acres (SUB13551B), Conditional Use Permit (CUP13551) for a proposed health care/education use, Amendment to Grow Community I subdivision (SUBA13551B), and Boundary Line Adjustment (BLA13551C) between Phase I and proposed Phase II; and

WHEREAS, on June 19, 2014, the Hearing Examiner held a public hearing to review the five consolidated projects, including this second subdivision amendment and boundary line adjustment; and

WHEREAS, on July 7, 2014, the Hearing Examiner approved the site plan and design review amendment, conditional use permit and preliminary subdivision and conditioned the project so that the second amendment to Grow Community I Subdivision and the boundary line adjustment shall be recorded with the final plat approval (Condition # 37); now, therefore,

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

Section 1. The proposed amendment to the final subdivision (SUBA13551B) and concurrent boundary line adjustment (BLA13551C) are in conformance with the zoning ordinance, the Comprehensive Plan, the subdivision regulations and standards, and all applicable land use ordinances and applicable state laws in effect.

Section 2. The Mayor is authorized to sign the amended final plat for recordation with the Kitsap County Auditor.

Section 3. Bainbridge Community Development, LLC shall provide a final boundary line adjustment survey to meet the requirements of BIMC 2.16.090 and record the boundary line adjustment survey and related documents with the Kitsap County Auditor's Office.

PASSED by the City Council this ____ day of December, 2014.

APPROVED by the Mayor this ____ day of December, 2014.

Anne S. Blair, Mayor

ATTEST/AUTHENTICATE

Rosalind D. Lassoff, City Clerk

FILED WITH THE CITY CLERK:	November 26, 2014
PASSED BY THE CITY COUNCIL:	December ___, 2014
RESOLUTION NUMBER:	2014-25

Attached: Resolution No. 2012-12
Resolution No. 2013-19

July 7, 2014

**OFFICE OF THE HEARING EXAMINER
CITY OF BAINBRIDGE ISLAND, WASHINGTON**

REPORT AND DECISION

Project: Grow Community Phase II
*Preliminary Subdivision, Conditional Use Permit and Site
Plan Review Amendment Applications; conjoined with a
Lot Aggregation Application*

File numbers: SUB13551B, CUP13551 and SPRA13551C

Applicant: Bainbridge Community Development LLC
710 John Nelson Lane
Bainbridge Island, WA 98110

represented by Ryan Vancil, Attorney
266 Ericksen Avenue NE
Bainbridge Island, WA 98110

Location of Subject Property: At the southeast corner of Grow Avenue and Wyatt Way,
bisected by John Adams Way, with a southern boundary
along Shepard Drive.

**Zoning and Comprehensive Plan
Designations:** R-14, 3100 square feet per unit

Environmental Review: A SEPA Mitigated Determination of Non-significance was
issued May 27, 2014. No appeals were filed.

Request: The eight acre project received approval as a phased, Tier
II Built Green 5 Housing Design Demonstration Project
(HDDP) through an underlying site plan & design review

(SPR) land use permit on March 9, 2012 for the development of 131 residential units, a potential school and community center. The original approval divided the site into three phases. The first phase consisted of three acres at the corner of Grow Avenue and Wyatt Way and is currently under construction. Following the SPR approval, the first phase received approval as a HDDP subdivision (Grow Community I) on August 24, 2012.

The proposals subject to Hearing Examiner approval are to amend the originally approved site plan permit (SPR13551) for the remaining approximately five acres to incorporate proposed revisions reflected in the current site plan and design review application (SPRA13551C); to subdivide the property (SUB13551B); and receive conditional use approval for a community center and an early childhood center (CUP13551). A concurrently reviewed subdivision amendment (SUBA13551) will make slight adjustments to the open space and parking tracts of the Grow Community I subdivision to align with the proposed Grow Community II subdivision and is subject to City council approval based on a Hearing Examiner recommendation. In conjunction, an administrative application for a lot aggregation has been submitted to combine the seven tax parcels that make up the five acre portion of the project (proposed Grow Community II). A boundary line adjustment (BLA13551C) supports the subdivision amendment.

The five acre portion of Grow Community II is proposed for two phases, providing 88 residential units comprised of flats, townhomes and single-family units, a community center, and an early child development or wellness center. This five acre portion of the site was originally approved for 87 units, a school and community center. The revised site plan changes the project configuration, including the location of units; reduces the above-ground parking spaces; reorients the main trail; relocates the community center; eliminates the school and proposes a mixed-use building to house an early development and/or a wellness center; and incorporates various amenities.

FINDINGS OF FACT

Site and Proposal Characteristics

1. Site Characteristics:
Tax Assessor Information:
 - A. Tax Lot Numbers: 272502-4-186-2002, 272502-4-187-2001, 272502-4-188-2000, 272502-4-189-2009, 272502-4-190-2006, 272502-4-191-2005, 272502-4-192-2994
 - B. Owners of Record: Bainbridge Community Development LLC
 - C. Lot Size: 5.43 acres or 236, 907 square feet pre right of way dedication, 5.26 acres (after right-of-way dedication) or 226,512 square feet
 - D. Land Use: Residential.
2. Terrain: The property slopes gently to the southeast, with no steep slopes on the site.
3. Soils: Soil mapping indicates that Kapowsin gravelly loam is the predominant soil type on the site (Soil Survey of Kitsap County Area, Washington; U.S. Department of Agriculture, Soil Conservation Service, 1977).
4. Existing Site Development: John Adams Lane (formerly Government Way) contained multifamily uses; its 16 detached homes are now slated for demolition.
5. Proposed Access: The proposed development will be accessed from Wyatt Way and Shepard Drive NW. John Adams Lane will be closed and redeveloped.
6. Public Services and Utilities: City of Bainbridge Island Water and Sewer.
7. Zoning/Comprehensive Plan Designation: The subject property is zoned R-14, 3,100 square feet per unit.
8. Surrounding Zoning/Comprehensive Plan Designation:
 - A. North: R-4.3
 - B. South: R-14
 - C. East: MUTC/CORE
 - D. West: R-14
9. Surrounding Uses:
 - A. North: Single family residences, an undeveloped property and a retirement facility.
 - B. South: Multi-family condominiums.
 - C. East: Car wash, restaurants, movie theater and other commercial businesses (commonly referred to as the Pavilion development) and a day care center.
 - D. West: Phase I of Grow Community, developed with 21 for-sale units, and 20 rental units under construction.

Procedural background

10. A pre-application conference was held on August 5, 2013, after a public participation meeting on July 29, 2013 (Exhibit 12, Attachment D). The Design Review Board (DRB) first considered the project on August 19, 2013 (Exhibit 12, Attachment E). Applications were submitted on October 23, 2014, and deemed complete on November 21, 2014. The project was further discussed by the Design Review Board on the following dates: December 2, 2014 (Exhibit 12, Attachment G) and December 16, 2013. A revision to the site plan review plan set was submitted on February 13, 2014. The project was re-noticed to reflect the revisions on March 14, 2014, with the comment period ending on March 28, 2014. Supplemental information for the Design Review Board was submitted on April 28, 2014. The revised project was reviewed by the Design Review Board on March 31, 2014, and May 5, 2014. A

revision to the plan set was submitted on May 9, 2014, and a revision to sheet 1 on May 14, 2014. The Planning Commission held a public meeting on the project on May 22, 2014 and made a recommendation of approval to the Hearing Examiner.

11. The public hearing on the consolidated Grow Community Phase II proposals was held June 19, 2014, at the end of which the record was held open for the receipt of specified documents. These documents were forwarded to the Hearing Examiner on June 25, 2014. On June 27, 2014, the Examiner sent the following email message to the applicant and City staff:

I have determined that the proposed alteration of the Grow I final plat cannot be consolidated with the other applications. Its approval is solely governed by state law; there are no applicable BIMC provisions. Thus it cannot be an "approval listed in BIMC 2.16.010" subject to consolidation as required by BIMC 2.16.170. So a separate recommendation to the City Council for the plat alteration will need to be issued. We can base that recommendation on the existing record if the applicant and City so stipulate. A stipulation thus needs to be filed stating, in essence, that the City and applicant agree to de-consolidate the alteration from the rest of the package but that the record created at the 6-19-14 hearing is adopted as the record for the alteration application. The recommendation can be issued after I have received a copy of the stipulation and determined that it is adequate.

12. The project is subject to State Environmental Policy Act (SEPA) review as provided in Washington Administrative Code (WAC 197-11). Utilizing the optional DNS process provided in WAC 197-11-355, the City issued a combined Notice of Application/SEPA comment period on December 12, 2013. The later revision to the application warranted issuance of a new notice of application/SEPA comment period on March 14, 2014, with the 14-day comment period ending on March 28, 2014. A Mitigated Determination of Nonsignificance (MDNS) was promulgated on May 27, 2014, with the appeal period ending on June 10, 2014 (Exhibit 14). No appeals were filed.

13. The applicant is proposing to develop the site in two phases (2A and 2B). The staff report provided the following phasing matrix:

Phase 2A:

Demolition:	16 homes, commonly known as Naval housing.
New Buildings:	49 units, comprised of accessible flats (37), 2-story townhomes (8), 1-level single family homes (4)
Parking:	81 spaces
Street Improvements:	Extension of the 5'-wide bike lane, curb, gutter and sidewalk along Wyatt Way to the end of the project site.
Storm Drainage:	Collection and treatment of water from roadways using multiple Stormfilter Cartridge systems. Conveyance of water from landscape areas, building roofs and Stormfilter system to the City drainage system.
Water Main Improvements:	The water main constructed in Phase 1 through the parking area will be extended to connect to the water main placed in Wyatt Way as part of Phase 1.

Sewer	New section of 8" sewer main connected in Phase I will be extended to serve the buildings in Phase 2.
Internal Trail Improvements:	Internal trails shown in Phase I and II (3 acre portion of site).

Phase 2B:

Demolition:	None
New Buildings:	39 units, comprised of accessible flats (18), 2-story townhomes (17), 1-level single family homes (4)
Parking:	71 spaces
Street Improvements:	Shepard Improvements sidewalk, curb and gutter and an added 10' of dedicated right-of-way.
Storm Drainage:	Collection and treatment of water from roadways using multiple Stormfilter Cartridge systems. Conveyance of water from landscape areas, building roofs and Stormfilter system to the City drainage system.
Water Main Improvements:	Water main improvements to be completed with Phase 2A.
Internal Trail Improvements:	A publicly accessible pathway to connect Shepard Way through to Wyatt Way, in addition to the internal trails depicted in Phase III (5 acre portion of site).

14. Agency comments were received from the Fire Marshal, who stated that the fire apparatus access road needs to be marked "FIRE LANE-NO PARKING". The project is properly conditioned to meet this request (Condition # 22). The Health District provided a 'no comment' letter on November 12, 2013, in response to the pre-application meeting. The applicant met with the Historic Preservation Commission (HPC) after applying for permits to demolish the 16 naval homes along John Adams Way. The applicant has recorded historic property inventory (HPI) forms, as previously conditioned. The applicant also invited the HPC to a Historic Honoring Ceremony on Thursday, March 20, 2014 to commemorate the history of the Grow family, the Japanese community and the military use of the land.

15. An earlier SEPA condition required that an assessment of the property be prepared by a qualified professional historian. An historical report by Jon and Toby Quitslund has been provided to the Bainbridge Island Historic Museum, and Washington State Historic Property Inventory Field Forms have been submitted. The project still must incorporate historic elements into the community building and provide photographs or video of the Historic Honoring Ceremony (Condition # 7).

Comprehensive Plan

16. The site plan, subdivision and conditional use approvals all require findings of project compliance with the policies of the City's Comprehensive Plan. The Comprehensive Plan and the Winslow Master Plan (WMP) target the "Winslow Master Plan Study Area" to accommodate 50% of future population growth, based on the premise that urban infrastructure and facilities either currently exist or can be provided in an efficient manner. The Winslow Master Plan Study Area is intended to contribute to a vibrant and pedestrian-oriented downtown where people want to live, work and shop. Higher density residential development in the Study Area is further intended to reduce reliance on the

automobile and provide a diversity of housing choices.

17. The subject property is located within a neighborhood of the Winslow Master Plan Study Area that is currently served by urban infrastructure and facilities which will be upgraded as necessary to meet the needs of the project. As proposed, the development concept is for a pedestrian-oriented, energy efficient, multi-generational neighborhood comprised of 88 residential units, a community building and a daycare or wellness facility. To reduce reliance on the automobile and encourage pedestrian activity, the project will include a car sharing program and offer pedestrian trails through the site connecting to Madison Avenue.

18. The following discussion focuses exclusively on Comprehensive Plan policies. Although the Study Area is mapped in the Winslow Master Plan update, the WMP policies themselves continue to deal mainly with the central Winslow overlay districts. Extending these policies to specifically encompass the issues presented in the outer reaches of the Study Area is a planning task yet to be addressed. Until then the periphery of the Study Area remains suspended in a kind of planning limbo. The Grow site itself is contiguous to the Madison Avenue commercial district lying to its east, so it can be appropriately viewed as a transitional area between commercial and residential uses. The Grow development will no doubt influence future planning decisions west of Grow Avenue and north of Wyatt Way, but those issues have yet to be fully formulated.

19. ***Land Use Element***

Winslow Residential Districts--Goal 7: The Urban Multifamily District is intended to provide for moderate to high-density residential development that may include some office and governmental uses, and are permitted as conditional uses.

The proposed project will provide moderate-to-high density residential development at a ratio of one unit per 2,660 square feet, as authorized by the site's R-14 zoning and consistent with Policy W 7.2.

Policy W 7.1: Residential development within the Urban Multifamily District shall be served by public facilities and services normally associated with urban area development.

The project is serviced by city water and sewer and is in close proximity to schools and a fire station.

Policy W 7.3: Provide landscape buffers between any multifamily and existing single family homes.

The project abuts multi-family development along both Wyatt Way and Shepard Way. The project has been reviewed for compliance with the buffering requirements of the Municipal Code and has been conditioned accordingly.

Policy W 7.4: To ensure compatibility of multi-family development with adjacent uses and retain the scale of development in Winslow, land use regulations shall include design standards for:

- *Building height, bulk, massing and articulation to promote a pedestrian scale and to ensure adequate light, air and view corridor between lots;*

- *Parking requirements, including location of parking to the rear or side yards;*
- *Landscaping, including parking lots;*
- *Lighting standards that prevent unnecessary glare on neighboring residential properties;*
- *Location and screening of service areas such as dumpsters;*
- *Open space;*
- *Pedestrian linkages between multi-family buildings and the street edge and adjacent residential or commercial properties.*

In terms of overall project layout, this policy requiring neighborhood compatibility is of the greatest consequence. Issues of height and bulk have been raised by neighbors to the south. The current proposal to place most parking underground addresses the intent of the policy to make vehicle presence unobtrusive, as well as facilitating an increase of open space on the site. The adequacy of the proposed pedestrian linkages has been an ongoing controversy. The Design Review Board and staff reviewed the project over the course of seven meetings in an effort to ensure compliance with the City's adopted design guidelines for multi-family development.

20. *Historic Preservation*

Historic Preservation-Goal 2: Historic structures or places are an important feature of community design and should be preserved and enhanced.

As discussed previously, the Historic Preservation Committee (HPC) reviewed the application and met with the applicant on two occasions to devise procedures to meet the intent of this goal.

21. *Housing Element*

Goal 1: Promote and maintain a variety of housing choices to meet the needs of present and future Bainbridge Island residents at all economic segments, and in all geographic areas in a way that is compatible with the character of the Island, and encourages more socioeconomic diversity.

Policy H 1.5: The City shall encourage innovative residential development types and zoning regulations that increase the variety of housing choices suitable to a range of household sizes and incomes in a way that is compatible with the character of existing neighborhoods. Examples of innovate (sic) approaches are cottage housing development, cluster housing development and accessory dwelling units.

The Comprehensive Plan's Housing Element states a laudable commitment to maintaining a diverse and affordable housing stock, an ambition that (here as elsewhere) often tends to be honored more in the breach than in the observance. Within the context of the Island's overall demographic, the Grow project falls toward the affordable end of the spectrum. The new units, however, will likely be less affordable than the old military housing to be demolished. But this rather basic older housing was neither intended nor built for long term use – indeed, it probably managed to serve longer than its original construction quality actually warranted.

Goal 3: Increase the supply of affordable multi-family housing each year through the year 2012.

Housing Policy 3.1: The City shall encourage new multi-family housing in a variety of sizes in areas designated for such use in the Land Use Element. All developments are subject to Health District requirements for water and sewage disposal.

This project is utilizing the Housing Design Development Program, which supports the Comprehensive Plan housing policies in requiring the use of innovative site development practices. The development will also provides a variety of unit sizes and unit types and thus increase the housing choices available to a range of household sizes and incomes in a manner compatible with the character of the existing neighborhood. The project will provide 88 new housing units, including flats, townhomes, and single-family homes. Home sizes will range from 1,160 square feet to 1,600 square feet of floor area. While none of the units are mandated to serve income-qualified residents, the smaller unit size should result in housing that is affordable relative to the majority of residential choices on the island.

22. *Non-motorized Transportation Element*

The Comprehensive Plan's Non-motorized Transportation Element presents a wide-ranging and thorough framework for implementing a policy designed to make Bainbridge Island a friendly environment for pedestrians, bicyclists and persons with disabilities. These policies apply to both private and public development. Further, as an HDDP project the Grow Community will obtain flexible treatment vis-a-vis City code density and dimensional requirements as a reward for providing low impact development and resource conservation features. In the HDDP "innovative site development" category staff recommended awarding the Grow project 14 points for common open space and 6 points for transportation amenities based at least in part on the capacity of its internal trail system to comply with and promote Non-motorized Transportation Element Goals and Policies, the more essential of which are quoted below

Goal 1: Develop a non-motorized transportation system that effectively serves the needs of pedestrian, bicycle, and equestrian users and encourages non-motorized travel and provides a continuous network of attractive sidewalks, footpaths, multi-purpose trails, and bikeways throughout the Island that are also connected to regional systems.

Policy NM 1.1: Provide safe and appropriately scaled, continuous non-motorized access that connects neighborhoods with Neighborhood Service Centers, Winslow, the ferry terminal, schools, parks and recreation areas, shoreline road-ends, transit connections, and regional destinations.

Policy NM 1.2: Provide pedestrian facilities of sufficient width to accommodate expected pedestrian use, including safe roadway crossings and, wherever feasible and appropriate, access provisions will accommodate people with the widest range of mobility.

Policy NM 1.3: Locate and design bicycle facilities that effectively accommodate both commuters and recreational users. The system shall include separated bicycle pathways, on-road bicycle lanes, paved shoulders, and shared facilities.

Policy NM 1.4: Develop a system of trails for non-motorized use that connects

Neighborhood Service Centers, the ferry terminal, schools, parks road ends, shoreline trails and greenways of Bainbridge Island, including existing equestrian use trails.

Policy NM 1.7: Require residential subdivision and commercial projects that meet the development thresholds set in the Municipal Code, to provide non-motorized connections through the development where appropriate and along public streets fronting the development. These non-motorized improvements are to be consistent with the location and design as identified in the Plan and to meet standards requirements as set by the City Engineer.

Discussion: The City needs to ensure that non-motorized connections to and through new commercial and housing developments are included as part of the development of a site plan. These include connections and short cuts that will increase the mobility of the non-motorized users, support a continuous system, and provide connections to neighboring developments and the non-motorized network.

Policy NM 1.8: Encourage non-motorized travel by recognizing existing informal and private pathways as part of the overall pedestrian and bicycle network. Efforts shall be made to formalize and make these connections public. Realignment of existing trails may be necessary to accommodate both trail access and private development.

Goal 2: Develop non-motorized design standards that provide safe and efficient access, encourage use and mobility, conform to State and Federal requirements, are responsive to the needs and character of the neighborhood and are sensitive to the natural environment.

Policy NM 2.2 The use of color, texture, lighting, signage, and paving to designate non-motorized facilities and roadway crossings shall be incorporated into adopted design standards.

As the discussion in the staff report indicates, to conform to applicable non-motorized goals and policies the improvements proposed for Grow Avenue needed to include a bicycle lane and a pedestrian trail. Specifically, improvements slated for Wyatt Way include a 10-foot dedication of right-of-way, a sidewalk and a bicycle lane, and for Shepard Way a portion of right-of-way dedication and a sidewalk. The City has encouraged the proposed development to provide ADA-compliant, publicly accessible trails through the development to create a continuous connection from the corner of Wyatt Way and Grow Avenue in the northwest to Madison Avenue near the site's southeast corner. Also, staff proposes conditioning the internal pathways to provide signage and texture to conform to this non-motorized policy (Conditions # 24 and 30).

Staff's failure to address Policies NM 1.4 and 1.7 is an important omission. Policy NM 1.4 emphasizes the systemic need of the pathway design requirements to connect City amenities of importance, surely a critical consideration when thinking about projects in or near the urban core. Chapter 4 of the Non-motorized Transportation Element specifies for the City's pedestrian system that "[w]ithin Winslow, sidewalks and informal trails are used to create a network of connections to popular destinations." In particular, the discussion note appended to Policy NM 1.7 clearly identifies making "non-motorized connections to and through new commercial and housing developments" as an essential component of site plan review. The purposes to be served are to create "connections and short cuts that will increase

the mobility of the non-motorized users, support a continuous system, and provide connections to neighboring developments and the non-motorized network.” This is a Plan Policy that the Grow project plainly needs to meet, especially in the context of applying to receive HDDP credit for its pathway system.

Zoning Code

23. On August 12, 2009, the City Council passed Ordinance 2009-06 establishing the Housing Design Demonstration Project (HDDP) Program. The HDDP program creates a process for the development of a limited number of projects designed with the objectives of increasing the variety of housing choices available to residents of all economic segments and encouraging sustainable development through the use of development standard incentives. Only properties located within the Winslow Study Area of the Winslow Master Plan can apply for approval under the HDDP ordinance.

24. BIMC 2.16.020.Q seeks to foster innovative building design in housing projects by increasing the supply and choices of housing styles available. Smaller and more varied home sizes for different income levels are promoted, as well as high quality design. Conservation-oriented design methods and principles are encouraged, including employment of low impact development techniques, use of green building materials, water and energy conservation, and mitigations that offset impacts to biodiversity. Relief from strict application of zoning code requirements is authorized when it supports the development of innovative housing choices, as well as incentives to encourage green building and low impact development.

25. Staff review has concluded that the proposed project meets the purpose and the goals of the HDDP program by providing a variety of housing choices to all economic segments and providing innovative building design and green building practices by implementing Built Green standards into the development, including the use of solar panels. Consistent with the requirements of BIMC 2.16.020.Q, the applicant met with City staff during the conceptual phase to discuss the goals and evaluation parameters of the proposed project. The applicant followed the process by participating in conceptual proposal review, a public participation meeting and a pre-application conference. The applicant requested a HDDP approval through the underlying site plan review and subdivision applications. The project must demonstrate construction compliance with the requirements of the HDDP at the time of building permit submittal (Condition # 25).

26. The HDDP utilizes a tiered, quantitative method to evaluate sustainable building goals, which are scored in two areas, Housing Diversity and Innovative Site Development. The project must also provide Innovative Building Design Practices. The Grow proposal sought approval as a Tier II Built Green 5 project. The matrix used to evaluate the project and a discussion of the points received is provided in Exhibit 12, Attachment M. Planning staff, the Design Review Board, the department Director and the Development Engineer participated in assessing the proposal's points under the HDDP.

27. The staff report at pages 22 through 24 contains a thorough and detailed discussion of the HDDP categories reviewed for the Grow proposal and the points awarded, at pages 30 through 33 the code development standards sought to be modified, and at pages 33 through 41 the proposal's compliance with the full panoply of relevant development criteria. In the absence of controversy over the application of these technical standards, there is no need to repeat the staff discussion here, and the portions of the staff report cited above are adopted herein by reference. In general, the project seeks to

reduce lot dimensions, sizes, setbacks, roadside buffers and parking requirements and to increase the permitted site density.

Specific Issues

Site Design and the Diagonal Pathway

28. The currently proposed Phase II design represents a radical departure from the overall site plan initially approved for the Grow Community in 2012 during Phase I review. The original design envisioned two similar pods of free-standing single family and townhome units located at the L-shaped site's northwest and southeast extremities connected by a central common area featuring a community building and open space amenities. A private school facility was to be sited north of the common area fronting onto Wyatt Way. Apartment buildings and parking areas were mostly proposed for the site perimeters. A diagonal path meandered from the northwest corner through the common area exiting to the Pavilion complex and Madison Avenue just north of the southeast property corner.

29. The flowing and meandering character of the original site design has now been replaced with a Phase II design that is more rigidly geometric and almost perfectly symmetrical. The institutional impression created by the new Phase II plan is reminiscent of the design for a government agency or corporate campus, with uniform buildings on the perimeters and a formal open space layout in the center. The school proposed at the north end is to be replaced by two large apartment buildings, creating a wall of apartment facilities along Wyatt Way. A daycare center or wellness facility is proposed to supplant the townhomes at the site's south end, potentially introducing commercial traffic onto the Shepard Drive dead-end street. The element of organic unity that characterized the original design will largely disappear. Phases I and II will now have the look and feel of separate developments, with some forced continuity retained through the pathway connections, community center and garden amenities.

30. Free-standing individual housing units have been forsaken in Phase II, supplanted by apartment buildings. A further major change is that the apartment buildings will all be served by underground garages with elevators connecting them to the dwelling units. These alterations place a premium on accessibility and privacy, clearly driven by a desire to appeal to the senior housing market. The concurrent benefit is that underground parking will increase the quantity of site open space and reduce the visual blight of parking lots. The downside will be a reduction in social interaction and community ambience as residents can simply go from their cars to their units without ever venturing outside.

31. These proposed site plan alterations have generated an element of controversy, mostly played out before the City's Design Review Board. At the outset it should be noted that no one seems to be much offended by the pending total urbanization of the site's Wyatt Way frontage. Wyatt Way provides a primary access to the southern end of the Island and is thus inching inexorably toward major arterial status. While properties on its north side still carry a vestigial single family zoning, a universal assumption seems to be that greater density and intensity of development in this area lies just around the corner. So no property owners north of Wyatt are complaining about the impacts of Grow Community development; rather they appear to be patiently awaiting their own opportunity to cash in.

32. The most curious aspect of the earlier public deliberations concerning the present proposal involved the new residents of Grow Phase I in their role as critics of the proposed Grow Phase II site

plan alterations. Comments submitted to the City on January 3, 2014, by “The Residents of Grow Community” and supplemented by a separate letter from the original project architect Jonathan Davis (now a Phase I homeowner) rued that the developer’s commitment to community-building did not seem to include a meaningful dialogue with the initial project buyers and occupants. Specific criticisms of the revised design included increased traffic resulting from a proposed Phase II vehicle access from Grow Avenue through the Phase I parking lot, the absence of centrality and functionality in the design for the Community Center building, the loss of interaction caused by the underground garage system and a more enclosed open space layout, potential allergens from proposed alder landscaping and, most critically, a compromised diagonal path design.

33. Some of these kinks appear to have been ironed out through the DRB process as ultimately reflected in the April 25, 2014 plan revisions, although in the absence of a complete file of historical site plan submittals one cannot track the actual progression through its various iterations. As late as April 4, 2014, Jonathan Davis was opining that “[w]hile some improvements to the plan have been made most of the original comments still stand” (Exhibit 13). Interestingly, none of the twenty Grow Phase I residents who signed the January 3, 2014, letter showed up at the June 19, 2014, public hearing to testify. Does this mean they are all now as happy as clams? Maybe. The record sheds no light on this tantalizing mystery.

34. Meanwhile, the DRB and planning staff appear to have been diligent in pursuing their review duties. Starting with its August 19, 2013, meeting, the Design Review Board was clearly focused on the inadequate resolution of the diagonal path issues, noting that it “was a major point of the review of the last site plan design, and still does not seem to be addressed in this site plan design.” Although progress toward a better resolution was no doubt made in the ensuing eight months, the DRB draft minutes for its May 5, 2014, meeting were notable for their tone of continuing frustration and dissatisfaction:

DRB: Still bothered by the cross-site access. Seems the team is not going the last 5%. The path exists to an unstable set of steps, and that’s your destination. Good to keep that but need to add the other access, at the legal right-of-way. Your drawing is almost saying you’re ignoring it.

35. Under evident pressure to not further delay the process, the DRB voted to recommend project approval, subject to a site plan modification to “[i]nclude access to Madison Ave using the legal connection, in the shortest manner possible.” The Planning Commission also reviewed the Phase II proposal at its May 22, 2014, meeting, but its involvement appears to have been more *pro forma*. The only critical comments noted in the minutes were concerns expressed by Commissioner Gale “that she doesn’t see it as building community internally or with Phase I.” The Planning Commission voted unanimously to recommend approval of the proposal.

36. Making the diagonal cross-site path connect satisfactorily at or near its terminus at the project’s southeast corner to Madison Avenue surely presents challenges. The Shepard Drive public right-of-way does not extend east of the Grow property corner. Rather, an informal path linkage has long existed that accesses Madison Avenue from Shepard through a private parking lot adjacent to a diner. The parking lot owner continues to tolerate this connection but has not expressed a willingness to formalize it within a public easement. An available five-foot wide public easement further north exits to Madison Avenue south of the Pavilion building. The access situation is complicated by gradient differentials between the adjacent commercial properties and the Grow site near its southeast corner.

37. The site plan approved at Phase I showed the diagonal path as continuing to connect to the informal access at the Shepard Drive dead-end but also with a direct link constructed to the Pavilion easement through a park area. The new design crowds the southeast corner by moving the east side apartment complex further south, shifts the diagonal path inland further west and replaces the park with a parking lot. The applicant's currently proposed pathway connection to the Pavilion easement would require pedestrians to walk down almost to Shepard Drive, then backtrack north through the parking lot. The informal connection through the diner lot would largely remain as before.

38. The proposed conditions in the staff report have been modified below to support the DRB position that a safe and adequate publicly-accessible direct path linkage to the Pavilion easement needs both to be provided and adequately documented. This is undoubtedly the correct posture. The convenient site connectivity offered by the diagonal pathway has always been a central feature of the project and a principal rationale for the HDDP approval. The obstacles to creating an effective connection to Madison Avenue have been obvious from the outset. Since Phase I approval was predicated on the applicant's representation that it could successfully solve this access problem, the City needs to be firm in its insistence that this fundamental developer commitment be honored – especially so since some of the present issues appear to have been actually exacerbated by the applicant's own revised design concept. The conditions have been modified to require further DRB review leading to a determination that a satisfactory and feasible design has been submitted, with an option preserved to return the application to the Hearing Examiner for further proceedings if this condition cannot be met (Condition #49).

Parking Spaces

39. A key feature of the HDDP approval is a reduction of onsite parking requirements premised on an anticipated lower level of vehicle use. For Grow the total number of residential units for both phases will be 133, resulting in a HDDP parking calculation of 208 spaces, further reduced to 156 for proximity to the ferry. In addition, ten spaces each will be required for both the community building and a proposed early childhood development center, plus another 34 spaces of guest parking.

40. The determination of the proper number of guest parking spaces has been an adventure in itself, with various authorities offering up different perspectives. The City's Code leaves the amount of guest parking spaces as a determination to be made by the Planning Director, provided that the amount should not exceed 0.5 guest spaces per dwelling unit. A standard national reference, the Institute of Traffic Engineers manual, estimates guest parking demand at a higher 1.2 to 1.25 spaces per unit, but it is understood that ITE manual values represent a typical development in a more urban setting. While the previously approved site plan and design review projected about 0.25 guest parking spaces per unit for the entire development, a Phase I condition of approval required performance of a localized guest parking demand study in an attempt to corroborate this assumption.

41. In response to this requirement the applicant performed a guest parking study (Exhibit 12, Attachment P) based on the first phase of Grow housing occupancy with counts conducted on both a weekday and a weekend every two hours between 8 am and 10 pm. This very limited study documented a relatively low level of guest parking demand at about 0.1 spaces per dwelling unit. Meanwhile, new HDDP regulations have adopted an 0.2 spaces per unit standard, and the DRB weighed in at 0.5. After duly reflecting upon all this, staff came full circle and reiterated its preference

for staying with the originally adopted 0.25 per unit ratio. If a healthcare use is eventually substituted for the currently proposed early childhood center, the question of the parking demand for that facility will need to be revisited.

Shepard Drive

42. The properties south of Shepard Drive and east of Grow Avenue are also zoned R-14 and mostly developed with apartment buildings and townhouses. There will be some increase in traffic on Shepard Drive both from the Grow project itself and the elimination John Adams Way, but the resulting level of service consequences will be minor. A daycare facility will contribute some morning drop-off and afternoon pick-up trips. Staff has not proposed mitigation for these impacts beyond a bicycle path and sidewalk along Shepard Way.

43. Concern has also been expressed that the proposed three story units on the project's southern boundary will change the ambience of Shepard Drive. In terms of development patterns, some of the buildings directly south of Shepard have similar bulk as the proposed mixed use building. The proposed mixed use building will be set back 23 feet from the right of way dedication, creating an element of buffering. The buffer is conditioned to provide a 10-foot full screen segment to soften the development's visual impact. The height of the building is 33 feet, two feet less than the maximum allowed in the zoning district. Visual impacts to Shepard Drive also will be reduced by a primary reliance on underground parking. Outdoor lighting will be required to meet the City's restrictive illumination and directional standards. The overall impacts of the project appear to be typical of development intended for the R-14 zone, the purpose of which "is to provide areas of high-density residential development located near planned community centers."

Traffic

44. The City's Development Engineer reviewed the impacts from the proposed development on the existing street and utility systems and the ability of the improvements proposed to mitigate potential impacts. Such improvements are documented in a series of traffic analysis reports, utility reports and preliminary civil design drawings. The Grow Community development has already made non-motorized vehicle improvements to Grow Avenue and Wyatt Way along project frontages by adding a five-foot wide bike lane, curb and gutter, and five-foot wide paved sidewalks. A five-foot wide sidewalk, and curb and gutter will also be added on the north side of Shepard Way adjacent to the development. Interior roadways of the proposed development will include driveways for the garage and outdoor parking areas. The revision relocates the interior driveways in the final phase of the project so that they generally follow the property boundaries. New access points include Wyatt Way and Shepard Drive; the entrance on Grow Avenue To Phase I is already in place.

45. To determine the traffic impacts from the overall proposed development the applicant has provided since 2011 a series of traffic analysis reports by Rethinking Transportation Consulting (RTC) that have been iteratively adjusted to accommodate changes in the proposal. The most recent version dated March 8, 2014 (Exhibit 19) was also summarily peer-reviewed. The study modeled potential traffic impacts with and without the project at four stop-sign controlled intersections in the project vicinity, all required to function at a Level of Service (LOS) D or better under future conditions after project development. At the intersections studied, achieving LOS D or better requires that the average vehicle delay not exceed 35 seconds. The two worst performing intersections in 2018 after project

development are predicted to be located at either end of the project's Wyatt Way frontage at the Grow and Madison Avenue intersections, where average vehicle delays were modeled to exceed 26 seconds. In the original model run the greatest delay was predicted for Winslow Way and Madison Avenue at 30.9 seconds, but the peer review pointed out that RTC had incorrectly coded the movements on the westbound lanes. With the correct coding the computed Winslow/Madison average vehicle delay drops to 15.5 seconds, as verified by the City's Development Engineer.

46. In the Examiner's view the City's traffic analyses generally tend to display disquietingly perfunctory and inconsistent elements. While they may indeed eventually prove to be based on reasonable assumptions, the data underlying these assumptions often appears to be thin with little effort invested into the process of substantiation. For example, the City instructed RTC to apply a 0.5% annual growth rate to account for background traffic increases (including projects now in the permit pipeline) for the Grow study while up on High School Road it applied a 1% growth rate over and above pipeline projects for the Visconsi shopping center for a comparable time frame. Admittedly, quantifying the rate (or even existence) of economic recovery since the 2008 real estate downturn remains problematic, but it seems difficult to justify making two Island-wide background growth assumptions for different projects within the same time frame that show more than a 50% disparity.

47. Similarly, the City routinely assumes that general proximity to the ferry dock merits a flat 25% reduction in standard trip generation rates, but it is not clear that any systematic attempt has been made to test the accuracy of this hypothesis. The traffic impact analysis for Grow justifies reduced trip generation assumptions mainly in terms of project encouragement of car sharing, making onsite parking less convenient for project residents to use, promoting the One Planet Living concept for "creating a community of like-minded individuals who are interested in reducing their impact to the environment," and the fact that the ferry and other important urban amenities "are all within a short walking distance."

48. The effectiveness of these measures to significantly reduce vehicle use among Grow residents must largely be accepted on faith. It seems of questionable validity to translate the generically aspirational One Planet Living program into tangible benefits providing quantifiable traffic mitigation for specific land use development impacts. The viability of "short walking distance" assertion was discussed above in the context of the diagonal pathway issues, where it was observed that the applicant's willingness to harvest the development benefits conferred by a pedestrian-friendly project concept appear to exceed its actual commitment to provide the corresponding infrastructure.

CONCLUSIONS

Site Plan Review

1. BIMC 2.16.040.E contains the standards for approval of a site plan review application:

The director and planning commission shall base their respective recommendations or decisions on site plan and design review applications on the following criteria:

- 1. The site plan and design is in conformance with applicable code provisions and development standards of the applicable zoning district, unless a standard has been modified as a housing design demonstration project pursuant to BIMC 2.16.020.Q;*

2. The locations of the buildings and structures, open spaces, landscaping, pedestrian, bicycle and vehicular circulation systems are adequate, safe, efficient and in conformance with the nonmotorized transportation plan;

3. The Kitsap County health district has determined that the site plan and design meets the following decision criteria:

a. The proposal conforms to current standards regarding domestic water supply and sewage disposal; or if the proposal is not to be served by public sewers, then the lot has sufficient area and soil, topographic and drainage characteristics to permit an on-site sewage disposal system.

b. If the health district recommends approval of the application with respect to those items in subsection E.3.a of this section, the health district shall so advise the director.

c. If the health district recommends disapproval of the application, it shall provide a written explanation to the director.

4. The city engineer has determined that the site plan and design meets the following decision criteria:

a. The site plan and design conforms to regulations concerning drainage in Chapters 15.20 and 15.21 BIMC; and

b. The site plan and design will not cause an undue burden on the drainage basin or water quality and will not unreasonably interfere with the use and enjoyment of properties downstream; and

c. The streets and pedestrian ways as proposed align with and are otherwise coordinated with streets serving adjacent properties; and

d. The streets and pedestrian ways as proposed are adequate to accommodate anticipated traffic; and

e. If the site will rely on public water or sewer services, there is capacity in the water or sewer system (as applicable) to serve the site, and the applicable service(s) can be made available at the site; and

f. The site plan and design conforms to the "City of Bainbridge Island Engineering Design and Development Standards Manual," unless the city engineer has approved a variation to the road standards in that document based on his or her determination that the variation meets the purposes of BIMC Title 18.

5. The site plan and design is consistent with all applicable design guidelines in BIMC Title 18, unless strict adherence to a guideline has been modified as a housing design demonstration project pursuant to BIMC 2.16.020.Q;

6. No harmful or unhealthful conditions are likely to result from the proposed site plan;

7. The site plan and design is in conformance with the comprehensive plan and other applicable adopted community plans;

8. Any property subject to site plan and design review that contains a critical area or buffer, as defined in Chapter 16.20 BIMC, conforms to all requirements of that chapter;

9. Any property subject to site plan and design review that is within shoreline jurisdiction, as defined in Chapter 16.12 BIMC, conforms to all requirements of that chapter;

10. If the applicant is providing privately owned open space and is requesting credit against dedications for park and recreation facilities required by BIMC 17.20.020.C, the requirements of BIMC 17.20.020.D have been met;

11. The site plan and design has been prepared consistent with the purpose of the site design review process and open space goals;

12. For applications in the B/I zoning district, the site plan and development proposal include means to integrate and re-use on-site storm water as site amenities.

2. As conditioned and further recited below, the proposal will comply with applicable Code provisions as modified pursuant to the HDDP process provided in BIMC 2.16.020. The project was designed to maximize open space by implementing underground parking and provides pedestrian and bicycle passage through the site without significant vehicle interaction. The proposed community center and early learning or wellness centers are anticipated to provide a central location for the Grow communities and the community at large to both gather and receive child or health care.

3. With appropriate conditions the site plan and design are capable of conforming to the Comprehensive Plan and adopted community plans. If the site design is modified to provide more efficient and convenient access from the project's diagonal pathway to Madison Avenue, the policies of the Comprehensive Plan's Non-motorized Transportation Element can be met. The project concept is to provide a variety of housing within reasonable proximity to downtown and the ferry. With proper implementation, non-motorized improvements and internal publicly accessible pathways will encourage residents to utilize non-motorized transportation options for work, recreation and to patronize local businesses. The project also preserves historic resources by recording historical documents at the Bainbridge Island Historical Museum and the proposed community center.

4. The existing and proposed infrastructure will provide for traffic impact mitigation and for the fire protection, water service, sewage disposal and storm drainage needs of the project. As conditioned, the development proposal has been approved by the Kitsap County Health Department, the Bainbridge Island Fire District and the City's Development Engineer. No harmful or unhealthful conditions are likely to result from the proposed site plan. Infrastructure improvements are designed to ensure that water, sewer and stormwater systems will operate safely and efficiently. The subject property does not contain any critical areas or areas within shorelines jurisdiction.

5. The proposed designs for residences, a community center, and a mixed-use early learning/wellness center were reviewed in the context of the City's mixed use commercial and multifamily design guidelines at six Design Review Board meetings. The project was found to be

consistent with the design guidelines, as recommended by the Design Review Board. In summary, with appropriate conditioning the Grow site plan application can meet the approval requirements stated at BIMC 2.16.040.E.

Subdivision Review

6. Preliminary approval of the Grow Phase II subdivision application is subject to both the general standards stated at BIMC 17.12.040 and the multifamily requirements of BIMC 17.12.050.

17.12.040 General residential subdivision standards.

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

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

B. Homesites. Residential homesites shall be located consistent with the design methodology prescribed in the flexible lot design handbook.

C. Water Supply Systems. Locations of individual or community water supply systems and associated wellhead protection areas required by the health district shall comply with all applicable standards established by the health district.

D. Septic Systems. Locations of individual or community drainfields and associated reserve drainfields shall comply with all applicable standards established by the health district.

E. Roads and Pedestrian Access.

1. Roads and access complying with the "City of Bainbridge Island Design and Construction Standards and Specifications," and all applicable requirements of the BIMC, shall be provided to all proposed lots consistent with the standards contained within this subsection.

2. A variation from the road requirements and standards contained within the "City of Bainbridge Island Design and Construction Standards and Specifications" may be approved by the city engineer through the minor variance process described in BIMC Title 2.

3. Existing roadway character shall be maintained where practical. This may be accomplished through the reduction of roadway width consistent with subsection E.2 of this section, the minimization of curb cuts, and the preservation of roadside vegetation. To minimize impervious surfaces, public rights-of-way, access easements and roadways shall not be greater than the minimum required to meet standards unless the city engineer agrees that the additional size is justified.

4. Connections to existing off-site roads that abut the subject property shall be required where

practicable, except through critical areas and/or their buffers.

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

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

7. Pedestrian and bicycle circulation and access within a subdivision and onto the site shall be provided through walkways, paths, sidewalks, or trails and shall be consistent with the nonmotorized transportation plan. Pursuant to RCW 58.17.110(1) sidewalks shall be provided, where necessary, to assure safe walking conditions for students who walk to and from school. Special emphasis shall be placed on providing pedestrian access to proposed recreational and/or open space areas.

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

G. Improvements.

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

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

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

a. Streets shall be cleared, grubbed, and rocked or graveled to provide adequate year-round passage.

b. Appropriate drainage, including erosion control, facilities shall be provided consistent with a plan approved by the city engineer prior to clearing and construction of any plat improvements. (Ord. 2011-02 § 2 (Exh. A), 2011)

17.12.050 Multifamily and nonresidential subdivisions.

Subdivisions established for multifamily and nonresidential uses are not subject to open space or cluster flexlot provisions, and shall comply with each of the following:

A. All provisions of BIMC Title 18 (Zoning) applicable to the zone district where the property is located and the type of development anticipated. This requirement shall include, without

limitation, compliance with lot areas, dimensions, and design, mobility and access, landscaping, screening, and vegetative buffers.

B. All provisions of BIMC Title 16 (Environment) applicable to the area where the property is located and the type of development anticipated.

C. All applicable provisions of RCW Title 58 (Boundaries and Plats) or its successors.

D. As an option, nonresidential and multifamily residential subdivisions may provide open space pursuant to BIMC 17.12.030.A. (Ord. 2011-02 § 2 (Exh. A), 2011)

7. Compliance with the applicable subdivision approval standards, including flex lot dimensional standards and open space flexible lot standards, is discussed in detail with the Planning staff report at pages 48 through 55. That discussion is hereby adopted by reference. For this project the essential issues are framed by the site plan review, with the subdivision approval playing a secondary and supportive role. The conclusions stated above regarding the site plan review are also adopted by reference. As conditioned, the Grow Phase II subdivision application meets the requirements of BIMC 17.12.040 and 17.12.050 for preliminary approval.

8. The aggregation of the seven existing parcels within the Phase II portion of the Grow site simply constitutes a procedural pre-condition to their subdivision within this proceeding to conform them to proposed development patterns. The lot aggregation is a ministerial act that raises no questions of substance.

Housing Design Demonstration Project (HDDP) Review

9. BIMC 2.16.020.Q(5) states the following ultimate review criteria for approval of the HDDP component of a development proposal:

5. Approval Criteria. In addition to decision criteria required by the underlying planning permit or approval, an application for a housing design demonstration project may be approved if the following criteria are met:

a. The applicant clearly demonstrates evaluation factors listed in subsection Q.4 of this section as shown in the housing design demonstration project scoring system as evaluated by the planning department;

b. The applicant has demonstrated how relief from specific development standards, including setback reductions, lot coverage and/or design guidelines, is needed to achieve the desired innovative design and the goals of this chapter;

c. The project does not adversely impact existing public service levels for surrounding properties;

d. The project complies with all other portions of the BIMC, except as modified through this housing design demonstration project process;

e. If a project will be phased, each phase of a proposed project must contain adequate

infrastructure, open space, recreational facilities, landscaping and all other conditions of the project to stand alone if no other subsequent phases are developed; and

f. The applicant is meeting required housing diversity standards.

10. The project site is currently comprised of seven lots on over 5 acres developed with sixteen older detached residential units proposed for demolition. The site is surrounded by a variety of residential and commercial uses. Residential uses include single-family homes and attached condominiums and apartments bordering the project to the north, south and west. Commercial development to the east includes automotive care, a movie theatre, restaurants and a child care center. Comparatively speaking, Phases I and II as revised will now become less harmonious in design and appearance with one another than initially proposed by the original project concept, but the DRB has concluded that the revised concept is sufficiently integrated with its surroundings to warrant HDDP approval.

11. Like the first phase of the Grow Community, the new multi-family units will face the increasingly busy thoroughfare of Wyatt Way. The project proposes to provide attached units along the site perimeter with large open spaces at the center. The project site is located in a higher density residential zone adjacent to a commercially zoned downtown business district. The surrounding multifamily developments along Wyatt Way and Shepard, as well as the abutting Olympian condominiums to the west, reflect similar density and development patterns. Substantial open space amenities will be offered, including a forested area in the northern portion of the site plus a large open field surrounding the community center on the southern side.

12. As conditioned, the development will provide appropriate infrastructure improvements and not adversely impact facilities serving the surrounding properties; the project has received applicable approvals from other jurisdictional reviewing agencies. The proposal complies with all applicable provisions of the Municipal Code, except as modified to further the goals of the Housing Design Demonstration Project program. The project has been reviewed both by phase and as a combined project to ensure compliance with HDDP and zoning requirements, including housing diversity. Each phase individually will provide an adequate quantity of infrastructure, open space, recreational facilities, bicycle and car parking, and landscaping. Phase I included a forested area, community gardens, play area and the community center. Phase II will provide community gardens, a play area and a large open field.

13. As detailed by the staff report, the project application has been reviewed by the Design Review Board and the Department of Planning and Community Development and is conditioned to comply with the housing diversity criteria and use innovative site development practices and innovative building design practices for each phase of development (Condition # 25). The project is seeking to secure a density bonus and obtain relief from the following development standards: minimum lot dimensions and size, residential parking, setbacks, roadside buffers and approval to exceed the maximum height in the district by five feet. The relief sought is intended to allow the project to increase both the housing supply and choice of housing styles available in the community while offering high quality design and open space in the form of community gardens, large forested open space, play space and walking paths. Staff and the DRB found that the applicant had demonstrated that relief from the development standards was necessary to achieve the proposed development goals, and this determination is supported by the evidence of record.

Conditional Use Permit

14. The following applicable decisional criteria for approval of a major conditional permit application are stated at BIMC 2.16.110.D and E:

D.1. A conditional use may be approved or approved with conditions if:

a. The conditional use is harmonious and compatible in design, character and appearance with the intended character and quality of development in the vicinity of the subject property and with the physical characteristics of the subject property; provided, that in the case of a housing design demonstration project any differences in design, character or appearance that are in furtherance of the purpose and decision criteria of BIMC 2.16.020.Q shall not result in denial of a conditional use permit for the project; and

b. The conditional use will be served by adequate public facilities including roads, water, fire protection, sewage disposal facilities and storm drainage facilities; and

c. The conditional use will not be materially detrimental to uses or property in the vicinity of the subject property; and

d. The conditional use is in accord with the comprehensive plan and other applicable adopted community plans, including the nonmotorized transportation plan; and

e. The conditional use complies with all other provisions of the BIMC, unless a provision has been modified as a housing design demonstration project pursuant to BIMC 2.16.020.Q; and

f. All necessary measures have been taken to eliminate or reduce to the greatest extent possible the impacts that the proposed use may have on the immediate vicinity of the subject property; and

g. Noise levels shall be in compliance with BIMC 16.16.020 and 16.16.040.A; and

h. The vehicular, pedestrian, and bicycle circulation meets all applicable city standards, unless the city engineer has modified the requirements of BIMC 18.15.020.B.4 and B.5, allows alternate driveway and parking area surfaces, and confirmed that those surfaces meet city requirements for handling surface water and pollutants in accordance with Chapters 15.20 and 15.21 BIMC; and

i. The city engineer has determined that the conditional use meets the following decision criteria:

i. The conditional use conforms to regulations concerning drainage in Chapters 15.20 and 15.21 BIMC; and

ii. The conditional use will not cause an undue burden on the drainage basin or water

quality and will not unreasonably interfere with the use and enjoyment of properties downstream; and

iii. The streets and pedestrian ways as proposed align with and are otherwise coordinated with streets serving adjacent properties; and

iv. The streets and pedestrian ways as proposed are adequate to accommodate anticipated traffic; and

v. If the conditional use will rely on public water or sewer services, there is capacity in the water or sewer system (as applicable) to serve the conditional use, and the applicable service(s) can be made available at the site; and

vi. The conditional use conforms to the "City of Bainbridge Island Engineering Design and Development Standards Manual," unless the city engineer has approved a variation to the road standards in that document based on his or her determination that the variation meets the purposes of BIMC Title 17.

j. If a major conditional use is processed as a housing design demonstration project pursuant to BIMC 2.16.020.Q, the above criteria will be considered in conjunction with the purpose, goals, policies, and decision criteria of BIMC 2.16.020.Q.

2. If no reasonable conditions can be imposed that ensure the application meets the decision criteria of this chapter, then the application shall be denied.

E. Additional Decision Criteria for Institutions in Residential Zones. Applications to locate any of those uses categorized as educational facilities, governmental facilities, religious facilities, health care facilities, cultural facilities, or clubs in Table 18.09.020 in residential zones shall be processed as major conditional use permits and shall be required to meet the following criteria, in addition to those in subsection D of this section:

1. All sites must front on roads classified as residential suburban, collector, or arterial on the Bainbridge Island functional road classification map.

2. If the traffic study shows an impact on the level of service, those impacts have been mitigated as required by the city engineer.

3. If the application is located outside of Winslow study area, the project shall provide vegetated perimeter buffers in compliance with BIMC 18.15.010.

4. The proposal meets the requirements of the commercial/mixed use design guidelines in BIMC 18.18.030.C.

5. The scale of proposed construction including bulk and height and architectural design features is compatible with the immediately surrounding area.

6. If the facility will have attendees and employees numbering fewer than 50 or an assembly

seating area of less than 50, the director may waive any or all the above requirements in this subsection E, but may not waive those required elsewhere in the BIMC.

7. Lot coverage does not exceed 50 percent of the allowable lot coverage in the zone in which the institution is located, except that public schools, as defined in BIMC Title 18, shall be allowed 100 percent of the lot coverage established in the underlying zoning district in which it is located unless conditions are required to limit the lot coverage to mitigate impacts of the use.

15. The elements of the proposal requiring conditional use permit approval are the early childhood development center (2,500 square feet) and the community center (2,500 square feet). Staff found the proposed community and day care centers to be compatible with the intended character and quality of development in the vicinity of the property and with the physical characteristics of the property. As detailed in the findings above, the two conditional use facilities will be served by adequate public services. The conditional uses will be consistent with the Comprehensive and Winslow Master Plans, including the Non-motorized Transportation Plan Element. The proposal offers facilities appropriate to high density residential project located in the R-14 zone. The community center and the early childhood center will provide walkable amenities to Grow residents and the surrounding neighborhood consistent with policies allowing supporting uses within the Urban Multifamily Zone that complement the residential pattern.

16. The day care use is proposed for the lower level of a mixed-use building fronting Shepard Drive. An existing day care center currently abuts the project site to the east. The new facility is anticipated to primarily serve the Grow Community but also be available to the community at large. Staff review concluded that combining non-residential and residential uses to serve both the residential project and the vicinity will provide a harmonious and compatible development pattern. The early childhood center will be located near the commercial district within walking distance to Madison Avenue. The building's appearance will be residential in nature so as to fit into the neighborhood. Parking will be located under the building.

17. The community center will serve both the Grow Community and the community at large, providing a centrally located meeting facility close to downtown. The community center will be located in the center of the Grow Community and designed to fit the landscape. As a gathering space primarily used by Grow residents, it will have little impact on the surrounding neighborhoods.

18. The proposed new uses will not be materially detrimental to existing uses or properties in the vicinity. The visual impacts of the early childhood center building will be minimized by providing underground parking with residential uses above. Parking will be located under the building so that drop-off traffic and visitor parking will not impact the surrounding neighborhood. The project is conditioned to meet the noise level requirements of BIMC 16.16.020 and 16.16.040.A (Condition # 4). The proposal meets lot coverage, engineering and road classification requirements, as documented in the staff report.

19. The early childhood and community center components of the Grow proposal meet the approval standards stated in BIMC 2.16.110 for issuance of a conditional use permit.

DECISION

The preliminary subdivision, lot aggregation, site plan review and conditional use permit applications for the Grow Community Phase II (file nos. SUB13551B, CUP13551, SPRA13551C, BLA13551C) for development located at the southeast corner of Grow Avenue and Wyatt Way, with a southern boundary along Shepard Drive, are GRANTED, subject to the following conditions of permit approval:

(Following the staff report format, the conditions from the initial approved site plan review have been carried forward, along with staff's notations showing new additions and modifications as underlined, deleted language as struck-through, and completely new conditions starting at number 37. The Hearing Examiner has not reviewed the staff notations for completeness or accuracy.)

SEPA Conditions

1. A Stormwater Pollution Prevention Plan (SWPPP) is required prior to building and civil construction activities. Stormwater quality treatment, erosion and sedimentation control shall be designed in accordance with BIMC 15.20. The submittal documents shall be prepared by a civil engineer licensed in the State of Washington. The SWPP shall include off-street accommodation for construction vehicle parking.
2. A construction stormwater permit (NPDES) will be required prior to building permit issuance.
3. To ensure the survivability of the significant trees designated to be preserved, the applicant shall follow the recommendations as provided in BIMC 18.15.010.C.2.b:
 - i. An area of prohibited disturbance, generally corresponding to the dripline of the significant trees and/or tree canopy of tree stands shall be identified by the applicant and approved by the department before commencement of site plan preparation; and
 - ii. A temporary four-foot high chain link or four-foot high plastic net fence shall delineate the area; and
 - iii. No impervious surfaces, fill, excavation, vehicle operations, compaction, removal of native soil or storage of construction materials shall be permitted within the area defined by such fencing; and
 - iv. A rock well shall be constructed if the grade level around the tree is to be raised more than one foot. The inside diameter of the well shall be equal to the diameter of the dripline of the tree or tree canopy of tree stands; and
 - v. The grade level shall not be lowered within the larger of (a) the dripline of the tree, or the tree canopy of tree stands, or (b) the area recommended by a consulting arborist certified by the International Society of Arboriculture.
4. All construction activities are subject to noise regulations in BIMC Chapter 16.16.

~~To reduce the loss of affordable rental housing, the applicant shall continue to work with the renters by ensuring them the opportunity, subject to qualifications, to move into the new units before their~~

~~rental homes are demolished.~~ (The applicant provided information with their application that indicated that efforts have been made to provide housing for the occupied units).

5. To limit the impact on lighting, any proposed lighting shall comply with BIMC Chapter 15.34.
6. To ensure appropriate recreational opportunities, park nodes and associated facilities shall be created for each phase of development as indicated on the site plan for Phase I ~~(page 10A of the Site Plan packet).~~ The forest area and park node shall be planted prior to the application for any permits on Phase IIB.
7. To ensure the historical and cultural resources of the naval housing and the Grow Farm are documented, the applicant shall provide the report titled "The Report of the History and Cultural Significance of the Site Being Developed as the Grow Community" prepared by Jon and Toby Quitslund to the Bainbridge Island Historical Museum. Prior to final inspection of the community building, the applicant shall indicate how the history of the site will be incorporated in the community building; examples include displaying the report and historical photographs, including any video or photographs of the Grow Historic Honoring ceremony
8. To ensure historic and cultural resource preservation, a completed Washington State Historic Property Inventory Field Form shall be recorded with the State prior to the demolition of any building.
9. To reduce car dependency and mitigate the impacts of traffic, the applicant shall provide a car sharing program, electric charging stations and covered bicycle storage areas.
10. The applicant shall follow the phasing schedule to ensure that pedestrian connectivity is provided during each phase of the development.

Project Conditions

11. All landscaping shall be installed, or a performance assurance device shall be submitted and approved, prior to final inspection of ~~any the final~~ building within the phase being constructed. The installation of landscaping shall be verified by the Landscape Professional or owner and a landscaping declaration shall be signed. The applicant shall provide a final landscape construction plan for each phase for review by staff, ~~the Design Review Board, and the Director prior to issuance of the building permit for the units.~~
12. Landscape buffers (particularly the three foot buffer landscape fence along the eastern edge of the development) shall be maintained with a maintenance assurance device for a period of three years. No vegetation within the buffers shall be disturbed without approval of the Department of Planning and Community Development through an approved clearing, grading or civil plan.
13. The development shall provide non-motorized public trail right-of-way easements through the development as depicted in the site plan drawings, with the addition of an easement from the southeast corner of the site directly to through the Pavillion to Madison ~~and an additional connection from Shepard to Wyatt.~~
14. The applicant shall retain 30% of the significant trees on-site for Phase I. ~~Each phase of development shall submit a tree plan indicating the amount of significant trees retained and~~

~~removed. Phase II A & II B shall provide 40 tree units per acre and retain any significant trees identified on Sheet 8, Preliminary Plat of Grow Community II. If any retained significant trees are determined to be hazardous by a professional arborist, they may be removed after a replanting plan that follows the requirement options under BIMC 18.15.020.C.3.b has been approved by the Department of Planning and Community Development.~~

15. Any off-site location(s) for community solar arrays shall require a separate permit review and are not approved as part of this application.
16. Construction of any civil improvements and/or appropriate bonding shall occur prior to any building permits being issued for each phase of development. The improvements to be constructed ~~with each for p~~Phase I of development shall be in substantial conformance to the Phasing Plans submitted by Browne Engineering, last revised 2/17/12, or as amended and approved to the satisfaction of the Development Engineer. Phase II improvements shall be in substantial conformance to the Phasing Plans submitted by Brown Engineering, last revised October 15, 2013, plans C1-C5, or as amended and approved to the satisfaction of the Development Engineer.
17. The applicant shall submit civil construction plans prepared by a professional engineer for all roads, storm drainage facilities, sanitary sewer and water facilities and appurtenances. ~~Phase I~~ The civil construction design and phasing shall be in substantial conformance to the Utility Plan prepared by Brown Engineering, last revised 2/17/12, or as amended and approved to the satisfaction of the Development Engineer. Phase II civil construction design and phasing shall be in substantial conformance to the Utility Plan prepared by Brown Engineering, last revised October 15, 2013, plans C1-C5, as modified by these conditions or as amended and approved to the satisfaction of the Development Engineer consistent with these conditions.
18. Storm drainage facilities are to be maintained by the applicant. The applicant shall provide a declaration of covenant prior to final occupancy that guarantees that the system will be properly maintained. The covenant shall include language that will allow the City to inspect the system to ensure is properly performing.
19. The downstream stormwater conveyance for the west drainage basin in Grow Avenue shall be improved to the satisfaction of the Development Engineer during the plat utility permit review.
20. The ~~15~~ designated guest parking spaces shall have adequate 'guest parking' signage and the remaining ~~48~~ spaces for the ~~school, temporary event day care or wellness center~~ and community building shall have signage that indicates that they are available for guest parking when not in use by the ~~school, temporary events or the community~~ those uses building.

~~The applicant shall submit a report that analyzes the demand for guest parking spaces after the first three acres (phase 1 & 2) are constructed and prior to applying for building permits for the third phase of construction. The City shall analyze the report to determine the appropriate amount of guest parking spaces needed to meet the demands of the development.~~

21. ~~Prior to the issuance of any building permits for the school, community building and apartment building, the applicant shall apply for an amendment or a new site plan review along with all required documentation, including but not limited to a traffic impact analysis and elevation plans. The plans shall be reviewed by City Staff, the DRB and the Planning Commission. Prior to issuance~~

of any building permits for the early childhood development center, the applicant shall submit documentation to determine the appropriate amount of parking spaces. If the amount exceeds the ten now allocated for the use, the applicant shall indicate how and where it will provide the additional spaces. These spaces may require an amendment to the site plan review. Alternatively, prior to the issuance of any building permits for a wellness center, if determined necessary by the Planning Director the applicant shall apply for a site plan amendment or a new site plan review along with all required documentation, including but not limited to a traffic impact review.

22. To address the requests of the Fire Marshal, the applicant shall install residential sprinklers to the units, as found necessary. The fire apparatus access road shall be marked "FIRE LANE-NO PARKING".
23. To address the requests of the Health District, the applicant shall submit building clearance for sewerer properties, and binding water and sewer availability letters prior to issuance of a building permit for the residences. Additionally, any existing septic tanks must be pumped and a licensed well driller must decommission any existing wells.
24. During each phase of trail construction, the applicant shall install signage that indicates the trails are public at each entry point on the perimeter of the site.

~~Prior to applying for a demolition permit of the historic home located at 321 Wyatt Way, the applicant should provide a report determining its structural integrity. If the report finds that the house has integrity and can be relocated on-site, the applicant shall seek to maintain the home and incorporate it into the site. An amendment to the site plan will not be required to preserve this unit and any required associated parking.~~

25. Each phase of the project shall conform to the HDDP program criteria for housing diversity, innovative site development and innovative building design. Prior to the issuance of a building permit for each phase, the application will be reviewed for compliance with the following:
 - a. The dwelling units shall be at or below 1,600 square feet of floor area;
 - b. 20-30% water use reduction;
 - c. 25-35% improved energy performance;
 - d. Innovative building design elements including alternative energy, energy efficiency, water efficiency, green building materials and accessibility;
 - e. HDDP Development standards related to Low Impact Development; the applicant shall allocate impervious surface coverage for each phase of development (Phase I);
 - f. Landscaping, recreational opportunities, open space and transportation elements that substantially conform to the site plans, ~~with the exception of the increased buffer between the Shepard parking lot and the neighboring residences;~~
 - g. Bicycle spaces provided at one for every five parking spaces;

- h. Built Green 5. Building permit applications, construction and final occupancy shall comply with the certification provisions of BIMC 2.16.020.3.f;
 - i. Proof of ongoing certification with the Built Green building rating system shall be required during construction and project certification shall be completed prior to final occupancy.
26. Following the completion of each phase, Staff shall be able to access the site for tours no more than once every three months with permission and cooperation of the property owner.
- ~~Prior to building permit issuance where a building is proposed over property lines, the applicant shall have submitted, the City approved, and the applicant recorded with the Kitsap County Auditor a boundary line adjustment, aggregation, and/or subdivision.~~
27. Each building shall meet the height requirement and shall not exceed 40' above average existing grade. This condition shall be recorded on the face of the final plat.
- ~~The site plan shall be revised to provide for a 20' full screen buffer between the Shepard parking lot and the adjacent right-of-way.~~
28. Parking space and aisle dimensions shall meet the design standards in BIMC 18.15.020.J. Spaces for compact cars shall not exceed 30% of the amount of spaces proposed for each phase.
29. Landscaped islands with raised curbs shall be provided to define the ends of parking aisles and indicate the pattern of circulation.
30. Internal walkways shall be surfaced with nonskid hard surfaces, meet accessibility requirements and be designed to provide a minimum of five feet of unobstructed width, unless required to be greater to meet the Fire Marshal's requirements for emergency access, with the exception of the diagonal pathway connecting the site from the corner of Grow and Wyatt which should range from eight to ten feet.
31. Each phase shall provide one covered bicycle space for every five parking spaces for the multifamily development for a minimum total of 28 spaces for the entire 8 acre site.
32. Pursuant to BIMC 15.08, the applicant shall apply for a permit for any regulated signs.
33. A building, grading and/or plat utility permit shall be obtained prior to commencing any construction activities.
34. Prior to the issuance of any building permits, the project shall be reviewed for compliance with the lighting guidelines.
35. ~~The public trails, street improvements and their associated easements shall be constructed and recorded in phases. The first phase of development shall include the construction and easements for a 5' bike lane and separated path along the Grow frontage, the public trail system connecting the Corner of Grow and Wyatt through the Pavillion to Madison Avenue and a path of connectivity from Shepard to the portion of the trail that goes through the Pavillion to Madison. Phase II shall~~

~~include the construction of a new 5'-wide bike lane, curb, gutter and sidewalk from the corner of Grow and Wyatt to the east end of the row houses (approximately 300 linear feet) and the internal trails shown in Phase I and II (3-acre portion of the site). During Phases II-A and II-B III (5-acre portion of the site) shall include the construction of all internal trails depicted on Sheet 9/9 of the Preliminary Plat documents, the 5'-wide bike lane, curb, gutter and sidewalk along Wyatt to the end of the project site, Shepard improvements including 10' of dedicated right-of-way, a sidewalk and bicycle path, and a publicly accessible pathway to connect Shepard to Wyatt the southeastern segment of the serpentine path directly to the Pavilion (in the manner specified by Condition #49 below).~~

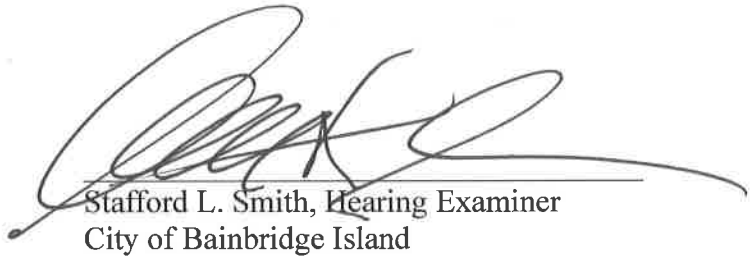
36. Building permits for the succeeding phase of development will not be issued before the previous phase of public trails, street improvements and their associated easements are completed as outlined in condition ~~#40~~ 35.

(Entirely new conditions below, not part of the previous approval:)

37. The concurrent boundary line adjustment (BLA13551C) and long subdivision amendment (SUBA13551) shall be recorded with the final plat approval for Grow Community II.
38. The Table on Sheet 3 of 3 of the Boundary Line Adjustment shall be revised to reflect the Lot Areas for the Open Space Tract.
39. Direct, handicap accessible connectivity to the Pavilion that avoids going to Shepard Way shall be provided.
40. Construction of the western most path, abutting the Olympian development, or something comparable in location, shall occur before any residential building permits are applied for Phase IIA.
41. As requested by the DRB, the applicant shall provide a landscape fence wall along the eastern border, prior to the completion of each phase of development.
42. The ten foot wide landscape buffers to Wyatt Way and Shepard Way shall meet the full screen requirements of the BIMC 18.15.010.
43. Four of the parking spaces in the parking lot abutting Shepard Way shall be designated as Visitor Parking, and include compact and standard spaces, as well as a handicap space.
44. Lot coverage shall be recorded on the face of the final plat, and reflect the calculations due to the conditional use requirements for day care and community centers.
45. Setbacks, as modified by the HDDP, shall be recorded on the face of the final plat.
46. The applicant shall provide an open space management plan for review and approval by Staff. Said plan shall be recorded with the final plat.
47. Mailbox and pedestrian signage locations shall be indicated on the face of the final plat.

48. The bus shelter, as recommended by Kitsap Transit, shall be constructed as part of Phase I plat utility improvements.
49. Hearing Examiner jurisdiction over this proceeding is retained for the purpose of addressing the as yet unapproved design for connecting the diagonal pathway from the site's southeast corner to Madison Avenue. The applicant shall submit to the Planning Director for Design Review Board consideration a design for creating a direct, safe, convenient publicly-accessible linkage from the diagonal pathway to the public easement across the Pavilion parcel that connects the site to Madison Avenue. Compliance with Conditions #13, #35 and #39 above and this Condition shall require a written determination by the DRB and the Planning Director that that applicant has submitted a satisfactory design for such a direct linkage meeting the intent of the Comprehensive Plan's adopted policies for non-motorized transportation. After such approval, the pathway design and the DRB's determination of compliance shall be forwarded to the Hearing Examiner, who will terminate the jurisdiction retained herein upon confirming that the relevant requirements of this Condition and Conditions #13, #35 and #39 have been met. If it appears that a speedy resolution of this remaining design issue cannot be secured, either the Planning Director or the applicant may request that the Examiner reopen the public hearing for further review of the diagonal pathway issues and a reassessment of their relationship to the overall site plan approval, which approval may be amended based on revised findings and conclusions. If no satisfactory resolution has been obtained on the DRB level within 180 days of the date of this decision, the Planning Director shall provide the Examiner with a report assessing the current status of the issues, and the Examiner may order the hearing reopened for the purposes specified herein.

ORDERED July 7, 2014



Stafford L. Smith, Hearing Examiner
City of Bainbridge Island

The Hearing Examiner is authorized to make the City of Bainbridge Island's final decisions regarding the Grow Community Phase II preliminary subdivision, site plan review and conditional use permit applications. A party with standing may seek judicial review of these decisions by filing a timely suit in Kitsap County Superior Court under the Land Use Petition Act.

The exhibit list prepared by the Clerk of the Hearing Examiner's Office is attached.

EXHIBIT LIST

Grow Community

**SPRA13551C – CUP13551 – SUB13551B
SUBA13551B – BLA13551C**

Staff Contact:
Heather Beckmann
Associate Planner

Public Hearing: June 19, 2014
Location: City Hall

Hearing Examiner: Stafford L. Smith

NO.	DOCUMENT DESCRIPTION	DATE
1	Application – SPRA13551C	10/23/2013 (Received)
2	Application – CUP13551	10/23/2013 (Received)
3	Application – SUB13551B	10/23/2013 (Received)
4	Application – SUBA13551B	10/23/2013 (Received)
5	Application – BLA13551C	10/23/2013 (Received)
6	Grow Community Phase 2 Utility Report	10/23/2013 (Received)
7	Preliminary Geotechnical Report (Dated January 29, 2010)	10/23/2013 (Received)
8	Notice of Revised Applications & New Applications/SEPA Comment Period	12/13/2013 (Dated)
9	Legal Notice	12/13/2013 (Published)
10	Certificate of Posting	12/17/2013 (Dated)
11	Bainbridge Island Fire Department Memo	03/14/2014 (Dated)
12	Project Report (presented to the Planning Commission on 5/22/14) ATTACHMENTS A. Grow Community II Boundary Line Adjustment dated October 16, 2013. B. Grow Community Phase II Plan Set dated May 9, 2014. C. Preliminary Plat of Grow Community II dated February 13, 2014 D. Public Participation Question and Answers, July 2013. E. Design Review Board Minutes, August 19, 2013 Regular Meeting. F. SEPA Checklist as provided with application date stamped October 23, 2013. G. Design Review Board Minutes, December 2, 2013 Regular Meeting. H. Compilation of comments received during the two public comment periods. I. Memo from the Assistant Chief Luke Carpenter, dated March 14, 2014. J. Transport Impact Analysis for Grow Community Phase II Addendum Update dated February 9, 2014. K. Third Party Traffic Review Comments, Response from RTC & the City date stamped May 8, 2014.	05/16/2014 (Dated)

EXHIBIT LIST

Grow Community

**SPRA13551C – CUP13551 – SUB13551B
SUBA13551B – BLA13551C**

Staff Contact:
Heather Beckmann
Associate Planner

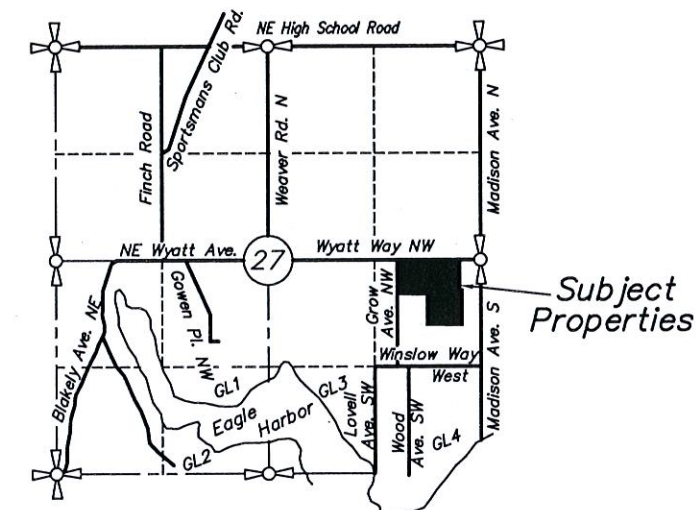
Public Hearing: June 19, 2014
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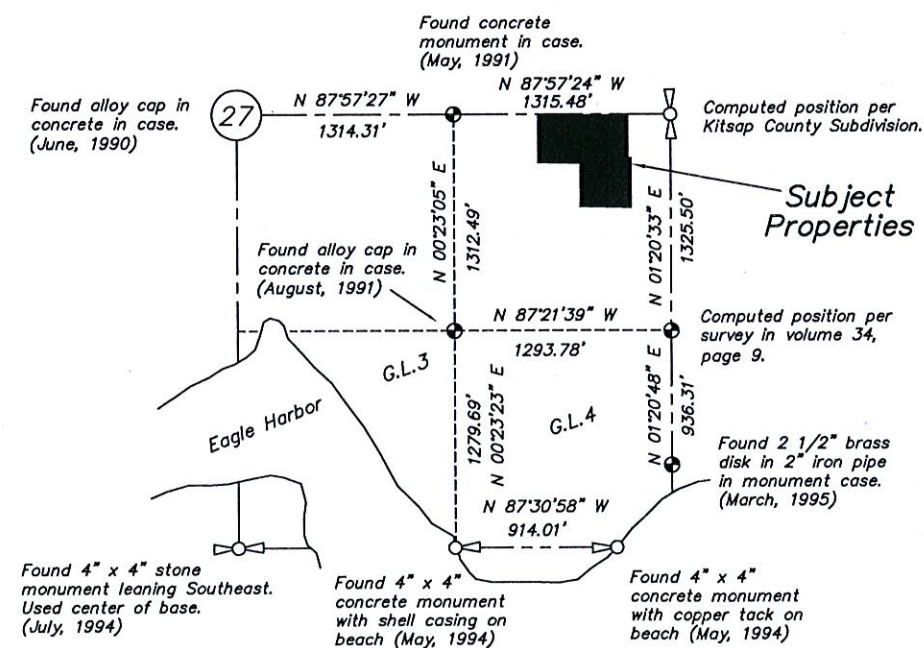
NO.	DOCUMENT DESCRIPTION	DATE
	L. Design Review Board Minutes, April 7, 2014 Regular Meeting. M. HDDP Checklist date stamped October 23, 2013. N. Grow Community Phase II, Site Plan Review Amendment, Subdivision & Conditional Use date stamped April 25, 2014. O. Tree Assessment by Katy Bigelow dated September 20, 2013. P. RTC Transportation Consulting Parking Analysis date stamped April 30, 2014 Q. Design Review Board Design Guidelines Checklist -Multi-Family Design Guidelines for R-8 & R-14 zoning districts – date stamped October 23, 2013. R. Design Review Board Design Guideline Checklist – Commercial and Mixed-Use Design Guidelines for All Zoning Districts date stamped October 23, 2013 S. Grow Community Site Plan Review Power Point Presentation Excerpt from February 9, 2012 Special Planning Commission Meeting. T. Department of Public Works – Operations & Maintenance Binding Commitment Limited Reservation for Water and Sewer System Capacity date stamped October 23, 2013. U. DRAFT DRB minutes from March 5, 2014.	
13	Davis Studio Architecture Comments Letter	04/04/2014 (Received)
14	MDNS	05/27/2014 (Dated)
15	Notice of Public Hearing and Certification of Distribution	05/30/2014 (Published)
16	Planning Commission Minutes	05/22/2014 (Dated)
17	Project Report	06/13/2014 (Dated)
18	Comment Letter from Jacobsen	05/19/2014 (Dated)
19	RTC Traffic Impact Analysis	03/03/2014 (Dated)
20	PowerPoint Presentation - Applicant	06/19/2014 (Dated)
21	PowerPoint Presentation - City	06/19/2014 (Dated)
22	Declaration of Easement	10/09/2012 (Dated)

Grow Community II
Boundary Line Adjustment
 NE 1/4, SE 1/4, Sec.27, T.25N., R.2E., W.M.
 City of Bainbridge Island, Kitsap County, Washington

Lot C	
Owner:	Bainbridge Community Development LLC 710 John Nelson Lane Bainbridge Island, WA. 98110
Assessor's Account Nos.	Lot C - 272502-4-187-2001
Parking Tract & Tract A	
Owner:	Grow Community I Neighborhood Association 428 Grow Avenue NW Bainbridge Island, WA. 98110
Assessor's Account Nos.	Parking Tract - 5595-000-026-0000 Tract A - 5595-000-025-0001
Zoning:	R-14
Comprehensive Plan:	UMF
Application File No.	



Vicinity Map
 Sec. 27, T.25N., R.2E., W.M.



Section Subdivision
 SE 1/4 Sec. 27, T.25N., R.2E., W.M.
 No Scale

BAINBRIDGE ISLAND
 NOV 19 2014
 DEPT OF PLANNING &
 CITY DEVELOPMENT



ADAM
 &
GOLDSWORTHY, INC.
 LAND SURVEYING

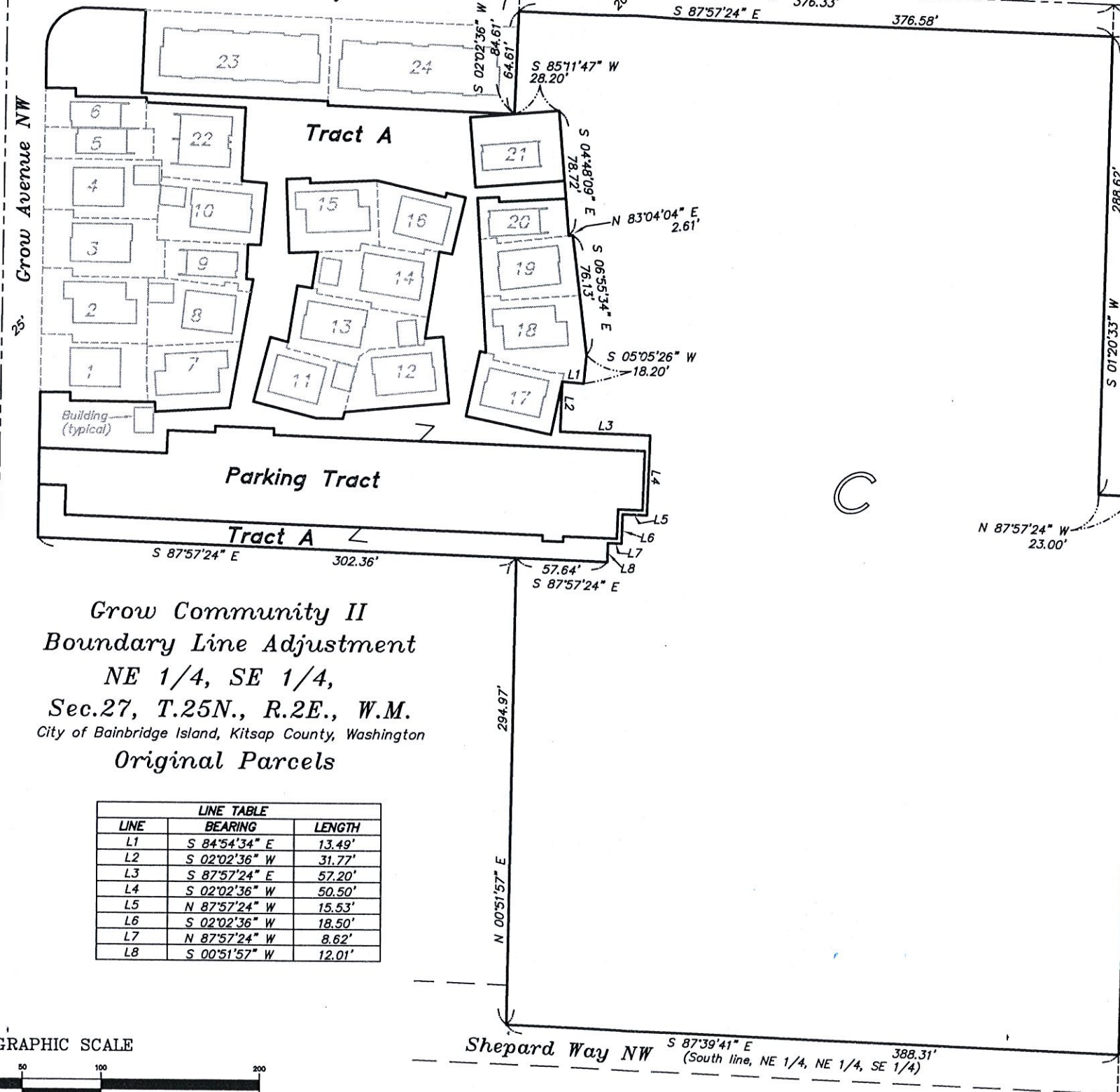
1015 NE HOSTMARK ST. 360-779-4299
 POULSBORO, WA 98370 206-842-9598

DATE 11/13/14 FIELD BOOK --
 DRAWING 5459BLA3P1 SHEET 1 / 4

Found concrete monument in case. (May, 1991)

Computed position per Kitsap County Subdivision. Refer to the survey in volume 40, page 193.

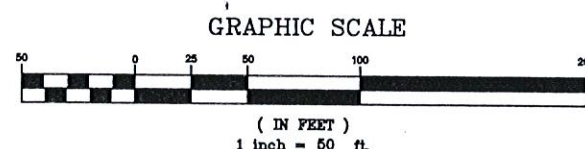
Scale: 1"=50'
Assumed



Lot Areas		
C	231,852 sf	5.32 acres
Parking Tract	19,809 sf	0.45 acres
Tract A (open space)	30,656 sf	0.71 acres
Total	282,317 sf	6.48 acres

Grow Community II
Boundary Line Adjustment
NE 1/4, SE 1/4,
Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington
Original Parcels

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 84°54'34" E	13.49'
L2	S 02°02'36" W	31.77'
L3	S 87°57'24" E	57.20'
L4	S 02°02'36" W	50.50'
L5	N 87°57'24" W	15.53'
L6	S 02°02'36" W	18.50'
L7	N 87°57'24" W	8.62'
L8	S 00°51'57" W	12.01'



BAINBRIDGE ISLAND
NOV 19 2014
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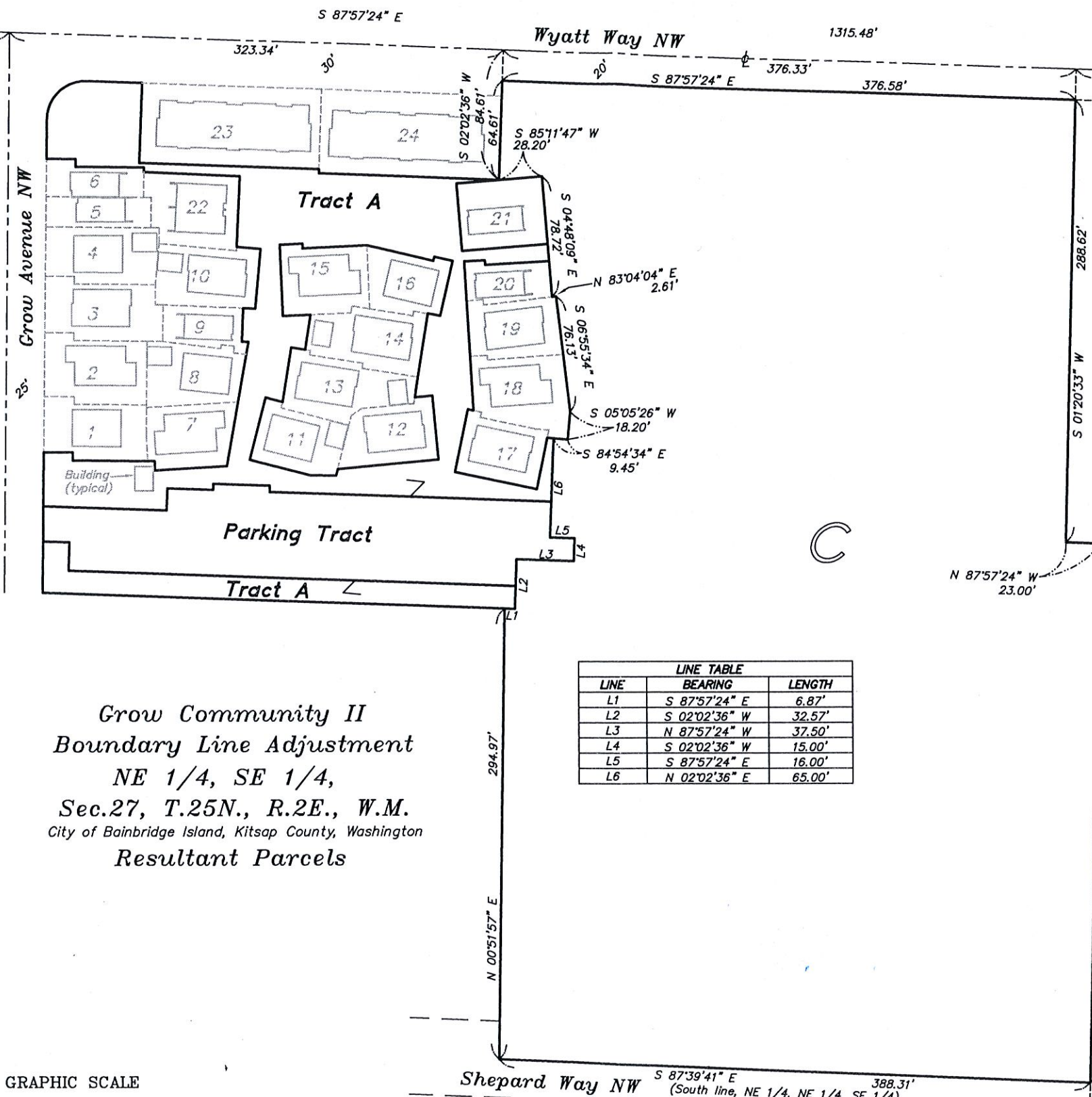
1015 NE HOSTMARK ST. (360)779-4299
POULSBORO, WA 98370 (206)842-9598

DATE 11/13/14 FIELD BOOK
DRAWING 5459BLA3P2 SHEET 2 / 4

Found concrete monument in case.
(May, 1991)

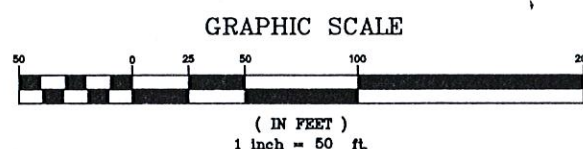
Computed position per
Kitsap County Subdivision.
Refer to the survey in
volume 40, page 193.

Scale: 1"=50'
Assumed



Lot Areas		
C	235,916 sf	5.42 acres
Parking Tract	17,103 sf	0.39 acres
Tract A (open space)	29,297 sf	0.67 acres
Total	282,316 sf	6.48 acres

Grow Community II
Boundary Line Adjustment
NE 1/4, SE 1/4,
Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington
Resultant Parcels



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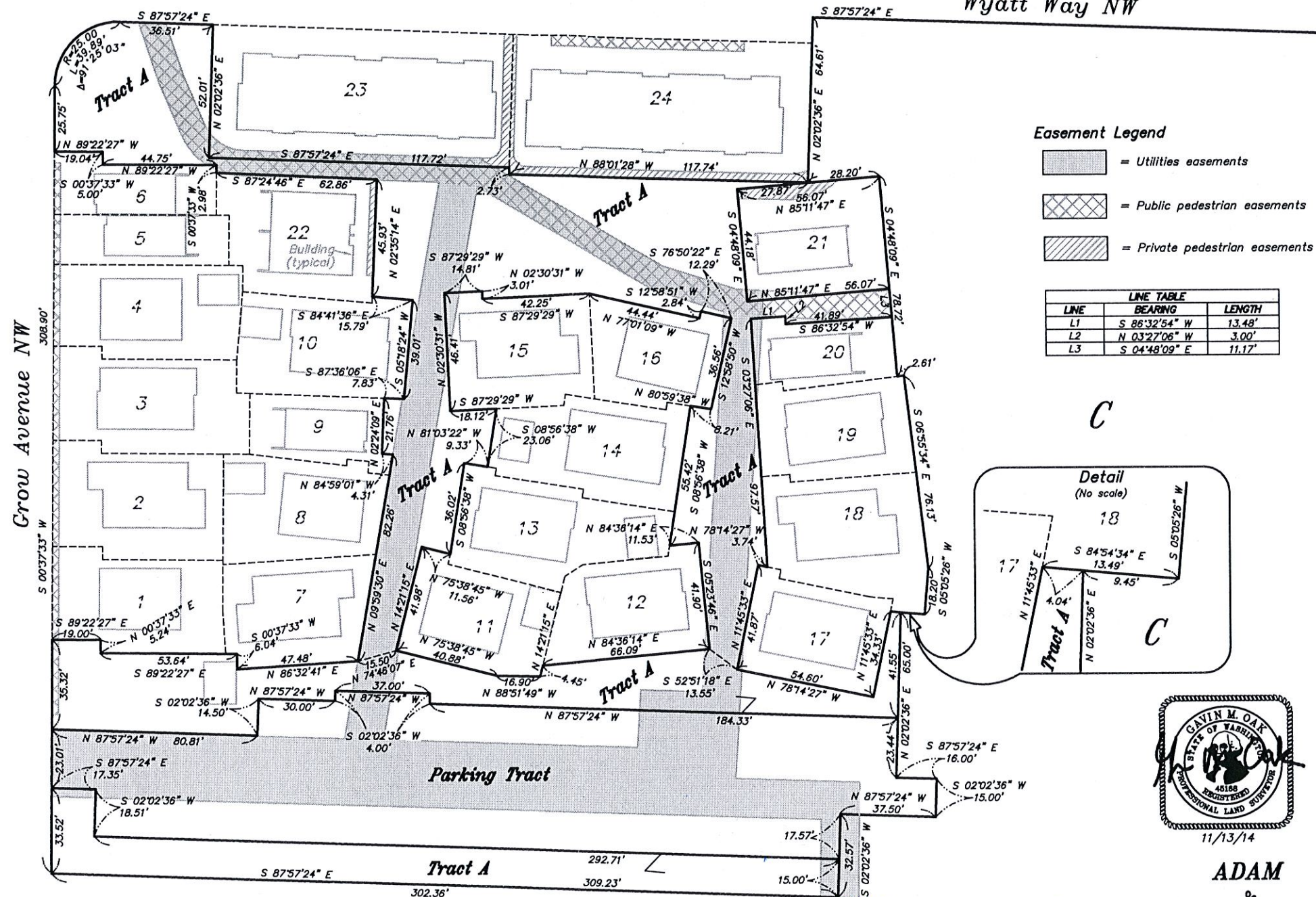
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DATE 11/13/14 FIELD BOOK
DRAWING 5459BLA3P3 SHEET 3 / 4

**Grow Community II
Boundary Line Adjustment
Resultant Parcels**
NE 1/4, SE 1/4, Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

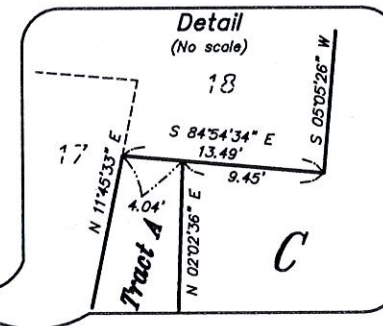
Scale: 1" = 30'
Assumed



Easement Legend

- = Utilities easements
- = Public pedestrian easements
- = Private pedestrian easements

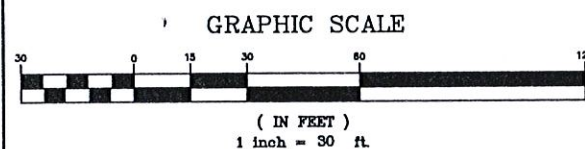
LINE TABLE		
LINE	BEARING	LENGTH
L1	S 86°32'54" W	13.48'
L2	N 03°27'06" W	3.00'
L3	S 04°48'09" E	11.17'



**ADAM
&**

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DRAWING 5459BLA3P4 SHEET 4 / 4



BAINBRIDGE ISLAND
NOV 19 2014
**DEPT OF PLANNING &
CITY DEVELOPMENT**

SECOND AMENDMENT
Plat of Grow Community I
Housing Design Demonstration Project
NE 1/4, SE 1/4
Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

Declaration

We, the undersigned holders of fee simple land consisting of Lots 21, 23, 24 and Tract A as shown on the Second Amended Plat drawings, do hereby agree to this Second Plat Amendment as stated in the Note on Amendment, and declare this Second Plat Amendment to be the graphic representation of same, and that said amendment is made with the free consent and in accordance with the desire of these owners.

Easement Provisions

Easements shown or stated on the drawings are over, under and across the areas shown for the purposes stated. Utilities easements refer to easements for the construction, maintenance and repair of underground utilities and their appurtenances. Public pedestrian easements refer to easements for pedestrian access. Emergency access easements refer to the temporary use for emergency vehicle and pedestrian access to buildings and walkways within this plat and on adjacent parcels for emergency purposes only.

As shown on Sheet 4 of this Amended Plat:

The public pedestrian easement is hereby conveyed to the public and the City of Bainbridge Island.
Utilities easements are hereby conveyed to the Grow Community I Neighborhood Association and the City of Bainbridge Island.
The Grow Community Neighborhood Association hereby conveys to the Bainbridge Island Fire Department an emergency access easement over the limits of the Parking Tract.

In witness whereof we have hereunto set our hands and seals.

Lots 21, 23 & 24
Bainbridge Community Development LLC
William Carruthers, Manager

Acknowledgment

State of Washington
County of Kitsap

I certify that I know or have satisfactory evidence that William Carruthers is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Bainbridge Community LLC, a Washington Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public in and for the State of Washington
My appointment expires _____

Tract A & Parking Tract
Grow Community I Neighborhood Association
By: Lisa Ellis, President

Acknowledgment

State of Washington
County of Kitsap

I certify that I know or have satisfactory evidence that Lisa Ellis is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the President of the Grow Community I Neighborhood Association, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public in and for the State of Washington
My appointment expires _____

Surveyors Certificate

I, Gavin M. Oak, registered as a land surveyor by the State of Washington, certify that this second amendment to the plat of Grow Community I, is based on an actual survey of the land described herein, conducted by me, or under my supervision, during the period of October, 2014 through December, 2014, that the distances, courses and angles are shown correctly.

Gavin M. Oak, PLS
Registered Land Surveyor
Certificate No. 45168

Approvals

Engineer

Approved by the City Engineer this _____ day of _____, 2014.

Janelle Hitch, P.E.

Planning and Community Development

Approved by the Director of Planning and Community Development this _____ day of _____, 2014.

Katharine Cook, Planning Director
Planning and Community Development
City of Bainbridge Island

City Council

Approved by the City Council of Bainbridge Island this _____ day of _____, 2014.

Anne Blair
Mayor, City of Bainbridge Island

Treasurer's Certificate

I, Meredith Green, Treasurer of Kitsap County, Washington, hereby certify that all taxes on the herein described property are fully paid up to and including _____.

Meredith Green
Kitsap County Treasurer

Recording Certificate

Filed for record at the request of _____, on this _____ day of _____, 2014 recorded in Volume _____ of plats, Pages _____ records of Kitsap County, Washington.

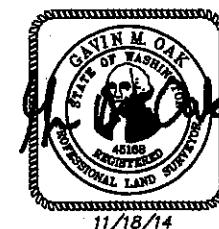
Walter E. Washington
Kitsap County Auditor

Attest: _____
Deputy

Covenants

The "Declaration of Covenants, Conditions and Restrictions for the Plat of Grow Community I" is recorded under Auditor's File No. 201211190418 and amended under Auditor's File No. 201304090431, records of Kitsap County, Washington.

BAINBRIDGE ISLAND
NOV 19 2014
DEPT OF PLANNING &
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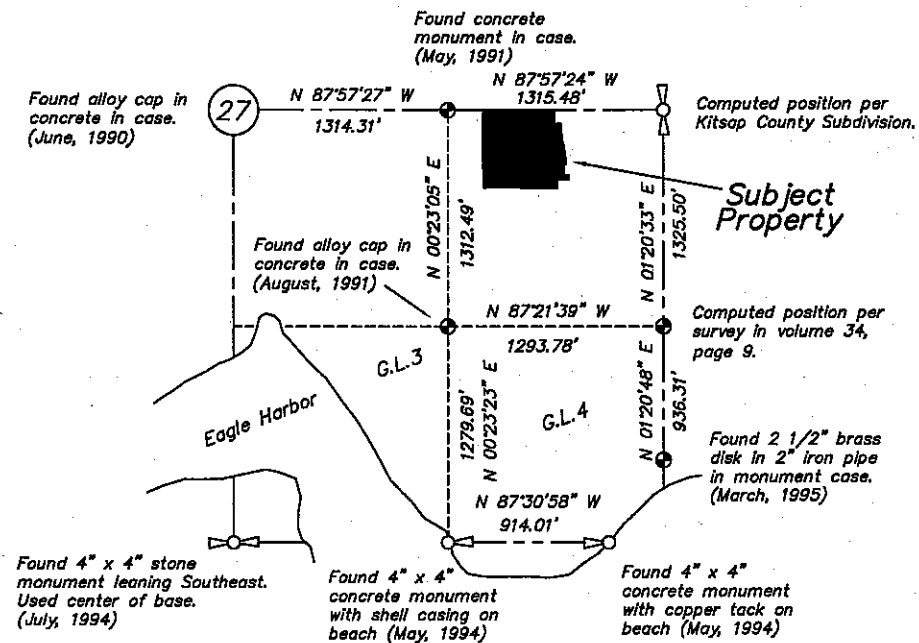


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DATE 11/18/14 FIELD BOOK ---
DRAWING 5227A2P1 SHEET 1 / 4

SECOND AMENDMENT
Plat of Grow Community I
Housing Design Demonstration Project
NE 1/4, SE 1/4, Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington



Section Subdivision
SE 1/4 Sec. 27, T.25N., R.2E., W.M.
No Scale

National Flood Insurance Program Designation

Zone X
Flood Insurance Rate Map 53035C0244D
Effective Date: December 18, 2007

Recording Timeline

1. The original plat of Grow Community I was recorded under Kitsap County Auditor's File No. 20121190417 and in Volume 33, Pages 167-175 of plats, records of Kitsap County, Washington.
2. The "Declaration of Covenants, Conditions and Restrictions for the Plat of Grow Community I" was recorded under Auditor's File No. 20121190418 and amended under Auditor's File No. 201304090431, records of Kitsap County, Washington.
3. The Grow Community Boundary Line Adjustment was recorded under Kitsap County Auditor's File No. _____
4. The plat of Grow Community I was amended under Kitsap County Auditor's File No. _____ and in Volume _____, Pages _____ of plats, records of Kitsap County, Washington
5. The Grow Community II Boundary Line Adjustment was recorded under Kitsap County Auditor's File No. _____

Legal Description

The plat of Grow Community I recorded under Kitsap County Auditor's File No. 20121190417 and in Volume 33, Pages 167-175 of plats, and Amended under Kitsap County Auditor's File No. _____ and in Volume _____, Pages _____ of plats, records of Kitsap County, Washington and situate in the Northeast quarter of the Southeast quarter of Section 27, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington.

TOGETHER with Resultant Lots 21, 23 & 24 of the Grow Community Boundary Line adjustment recorded under Kitsap County Auditor's File No. _____

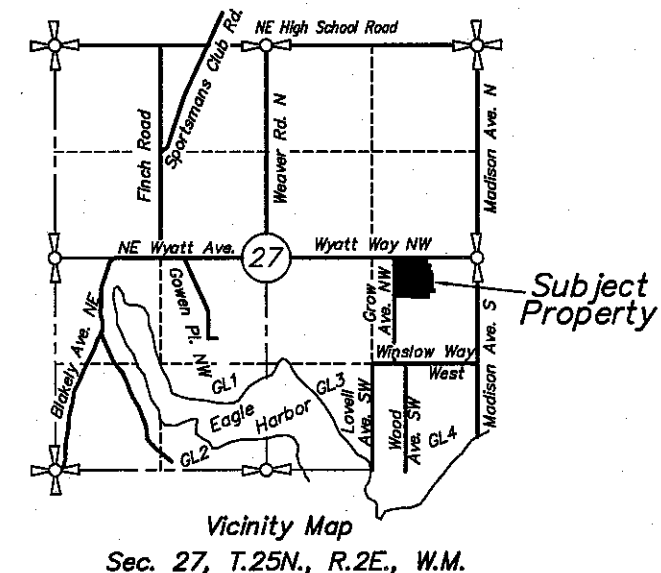
ALSO TOGETHER with Resultant Tract A and Parking Tract of the Grow Community II Boundary Line Adjustment recorded under Kitsap County Auditor's File No. _____

Note on Amendment

This Second Amendment to the Plat of Grow Community I recorded under Kitsap County Auditor's File No. 20121190417 and in Volume 33, Pages 167-175 of plats, and Amended under Kitsap County Auditor's File No. _____ and in Volume _____, Pages _____ of plats, records of Kitsap County, Washington only amends or adds the following easements:

1. The Eastern portion of the 10' public pedestrian easement has been adjusted to the North to run along the the South line of Lot 24 and the North line of Lot 21.
2. A public pedestrian easement was added along the Eastern portion of Lot 21
3. A portion of the 10' Utilities easement North of Lots 15 & 16 is hereby extinguished.
4. A public pedestrian easement was added at the Easterly end of the Parking Tract.
5. The Eastern North-South utilities easement has been extended North to meet the South edge of the adjusted 10' Public Pedestrian easement.

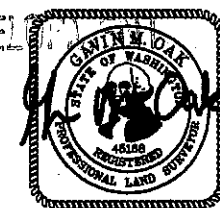
All other details and conditions of the Plat of Grow Community I and the First Amendment to the Plat of Grow Community I remain unchanged.



BAINBRIDGE ISLAND

NOV 19 2014

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11/18/14

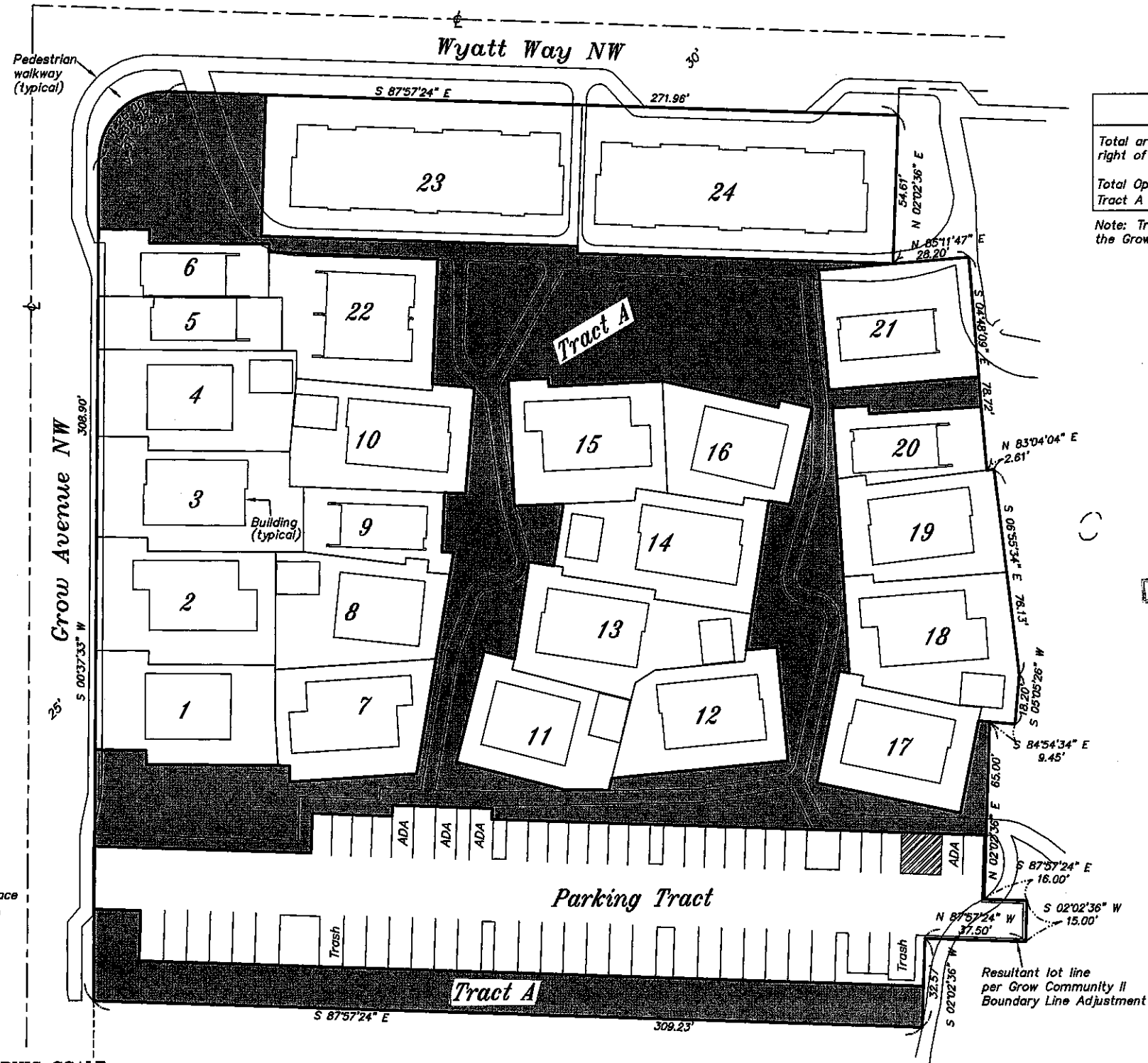
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SECOND AMENDMENT
Plat of Grow Community I
Housing Design Demonstration Project
NE 1/4, SE 1/4, Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

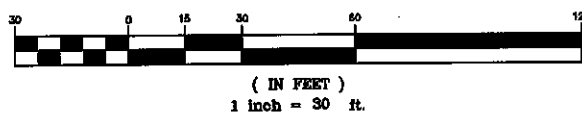
Scale: 1"=30'
Assumed



Legend

■ = Open Space
Tract A

GRAPHIC SCALE



Building Setbacks

All interior subdivision setbacks - 0 feet
Building to exterior subdivision boundary - 5 feet
Building to right of way - 10 feet

Open Space	
Total area after Wyatt Way right of way dedication	109,051 sq. ft.
Total Open Space Area Tract A	29,297 sq. ft. (27%)

Note: Tract A open space area shown is per the Grow Community II Boundary Line Adjustment.

BAINBRIDGE ISLAND
NOV 20 2014
DEPT OF PLANNING &
CITY DEVELOPMENT



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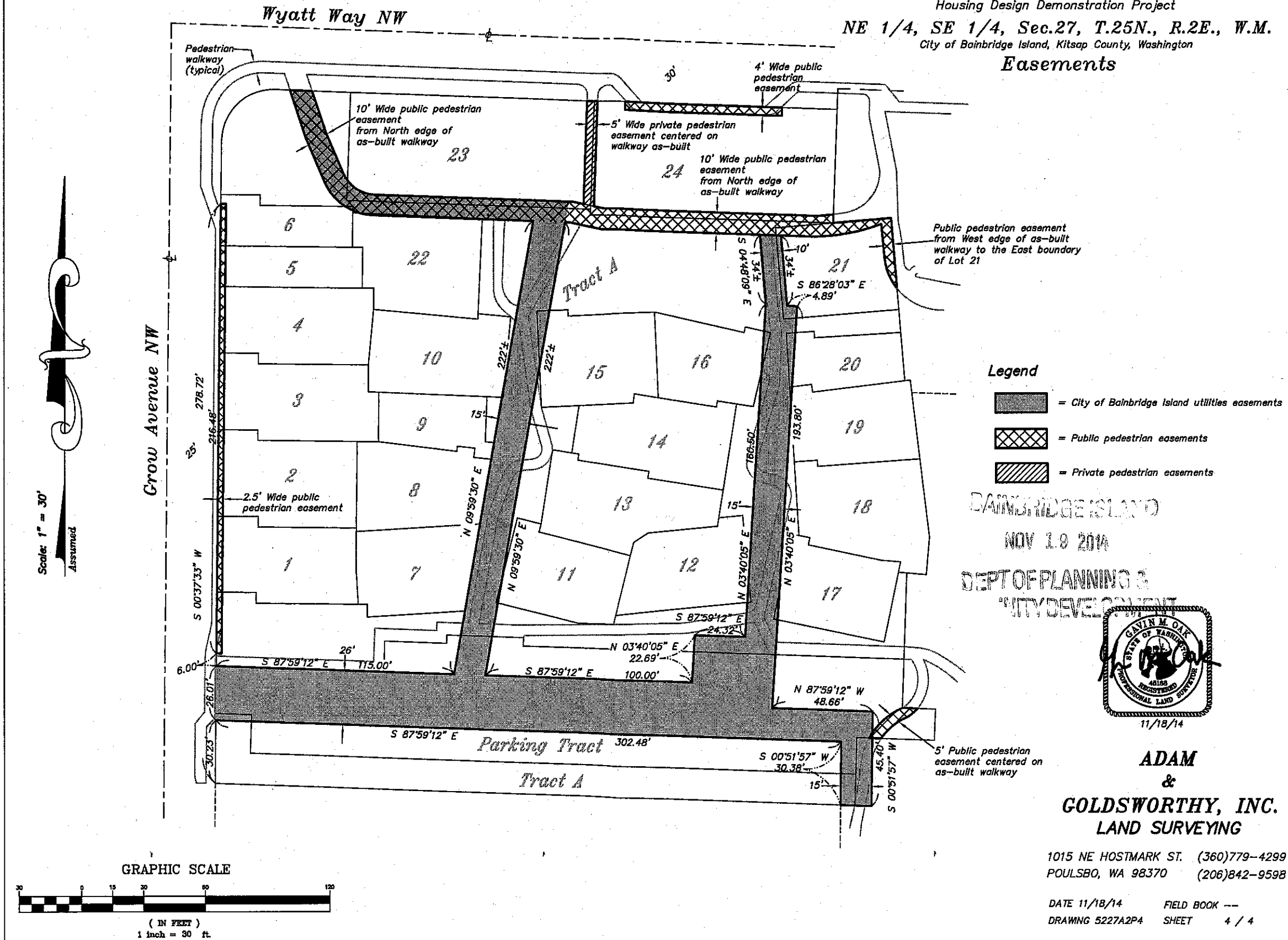
1015 NE HOSTMARK ST. (360)779-4299
POULSBORO, WA 98370 (206)842-9598

DATE 11/20/14 FIELD BOOK ---
DRAWING 5227A2P3 SHEET 3 / 4

SECOND AMENDMENT
Plat of Grow Community I
Housing Design Demonstration Project

NE 1/4, SE 1/4, Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

Easements



CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Ordinance No. 2014-38, Modifying Bainbridge Island Municipal Code Chapter 15.18, <i>Land Clearing</i>	Date: December 9, 2014
Agenda Item: Public Hearing	Bill No.: 14-143
Proposed By: Tree Ordinance Ad Hoc Committee & Special Project Planner Jennifer Sutton	

BUDGET INFORMATION

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

REFERRALS/REVIEW

Tree Ordinance Ad Hoc Committee: October 16 and 28 and November 18, 2014		
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒ Yes ☐ No N/A	Finance ☐ Yes ☐ No ☒ N/A

DESCRIPTION/SUMMARY

Action Item: Hold a Public Hearing on Ordinance No. 2014-38, which modifies BIMC Chapter 15.18 *Land Clearing*.

Background:

BIMC 15.18, *Land Clearing* regulates small-scale clearing in the City, and is just one of several chapters with tree regulations in the BIMC. Ordinance 2014-38 proposes to move Chapter 15.18 to new Chapter 16.18, but the most significant regulation change in the draft ordinance applies only within the Mixed Use Town Center (MUTC) & High School (HS) Rd. Zoning Districts:

- Modifies the definition of “significant tree” to 8” diameter (reduced from the current 10”& 12”)
- Lowers threshold for Clearing Permit in MUTC/ HS Rd. Districts to require permit to remove any “significant tree”; also establishes criteria for removal in those districts.

The City Council discussed the ordinance at the December 2nd meeting. Staff has modified some language on page 3 (future BIMC section 16.18.030.A) for clarification regarding protecting significant trees on adjacent properties.

RECOMMENDED ACTION

Motion: I move the City Council approve Ordinance No. 2014-38.

ORDINANCE NO. 2014-38

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to land clearing and the authority of the Code Compliance Officer; amending Bainbridge Island Municipal Code Chapter 1.26 and moving and amending Chapter 15.18 BIMC to Title 16 to create a new Chapter 16.18 BIMC.

WHEREAS, the City's Code Compliance Officer has recommended (a) moving Chapter 15.18 of the Bainbridge Island Municipal Code (BIMC) relating to land clearing to Title 16 in order to create a better link to Chapter 16.12 BIMC, *Shoreline Master Program*, and Chapter 16.20 BIMC, *Critical Areas*, and (b) establishing an "after-the-fact" clearing permit; and

WHEREAS, the suggested improvements were presented to the City's Tree Ordinance Ad Hoc Committee and subsequently, to the City Council, who directed that staff bring forward an ordinance to implement the changes; and

WHEREAS, staff have also recommended changes to Section 1.26.010 BIMC, *Code Enforcement- Applicability*, to clarify which BIMC chapters the Code Compliance Officer has authority over; and

WHEREAS, the City Council conducted a public hearing on Ordinance No. 2014-38 on October 14, 2014 and requested that the Tree Ordinance Ad Hoc Committee continue to discuss the ordinance, specifically the issues of protecting significant trees on property lines and solar access; and

WHEREAS, the Tree Ordinance Ad Hoc Committee discussed these issues on October 16, 28, and November 18, 2014 and recommended minor changes; and

WHEREAS, the City Council discussed Ordinance No. 2014-38 on December 2 and conducted a public hearing on December 9, 2014; and

WHEREAS, notice was given on September 18, 2014 to the Office of Community Development at the Washington State Department of Commerce in conformance with RCW 36.70A.106;

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

Section 1. Section 1.26.010 of the Bainbridge Island Municipal Code is amended to read as follows:

1.26.010 Applicability of chapter. The provisions of this chapter shall apply to enforcement of BIMC Titles 16 and 18 and Chapters 15.04, ~~15.18, 15.34, 16.20, and 16.22~~ BIMC, and specified provisions outlined in BIMC Title 20, ~~with the exception of BIMC 15.04.090~~. For purposes of this chapter, such titles and

chapters shall be referred to as “the applicable chapters and titles of this code.”

Section 2. Chapter 15.18 of the Bainbridge Island Municipal Code is hereby removed from Title 15 and added to Title 16 to become new Chapter 16.18, and amended to read as follows:

165.18.010 Purpose. This chapter is adopted for the following purposes:

- A. To promote the public health, safety, and general welfare of the citizens of the city;
- B. To preserve and enhance the city’s physical and aesthetic character by preventing indiscriminate removal or destruction of trees and ground cover on undeveloped and partially developed property;
- C. To promote land development practices that result in a minimal disturbance to the city’s vegetation and native soil structure and protect infiltration capacity;
- D. To minimize surface water and ground water runoff and diversion and to prevent erosion and reduce the risk of slides;
- E. To minimize the need for additional storm drainage facilities;
- F. To retain clusters of trees for the abatement of noise and for wind protection;
- G. To promote building and site planning practices that are consistent with the city’s natural topographical and vegetational features while at the same time recognizing that certain factors such as condition (e.g., disease, danger of falling, etc.), proximity to existing and proposed structures and improvements, interference with utility services, protection of scenic views, and the realization of a reasonable enjoyment of property may require the removal of certain trees and ground cover;
- H. To reduce siltation and water pollution in island waters;
- I. To implement the goals and objectives of the Washington State Environmental Policy Act;
- J. To implement and further the city’s comprehensive plan; and
- K. It is not the intent or purpose of this chapter to prevent the reasonable development of land in the city.

165.18.020 Definitions.

“Clearing” means the destruction or removal of vegetation by manual, mechanical, or chemical methods.

“Significant tree” means: (a) an evergreen tree 10 inches in diameter or greater, measured four and one-half feet above existing grade; or (b) a deciduous tree 12 inches in diameter or greater, measured four and one-half feet above existing grade; (c) in the Mixed Use Town Center and High School Road zoning districts, any tree 8 inches in diameter or greater, measured four and one-half feet above existing grade; or (d) all trees located within a required critical area buffer as defined in Chapter 16.20 BIMC.

“Vegetation” means plant matter, including trees, shrubs and ground cover.

165.18.030 Applicability.

A. No person, corporation, or other legal entity shall engage in or cause clearing in the city without having obtained a land clearing permit from the planning director or designee. No person, corporation, or other legal entity shall cut, trim, remove, clear or damage any vegetation or trees within the following areas without obtaining a clearing permit from the planning director or designee: any environmentally sensitive area (i.e. streams, slopes, wetlands, and shoreline areas or their buffers) as defined in Chapters 16.12 or 16.20 BIMC. This standard also applies to landscape buffers, open space areas, or trees retained through a land use permit under Titles 17 or 18 BIMC, including adjacent properties.

B. For properties located outside of the Mixed Use Town Center and High School Road zoning districts, a clearing permit is required for removing more than 6 significant trees, but no more than 5,000 board feet of timber (including live and dead standing timber) for personal use in any 12-month period. To cut/ remove more timber, a vegetation management permit may be required pursuant to Chapter 16.22 BIMC, in addition to a permit from the Department of Natural Resources. See Tree Removal Permit Process flow chart, Figure 16.18.

C For properties located within the Mixed Use Town Center and High School Road zoning districts, a clearing permit is required for removing any significant tree, as defined by Section 16.18.020 BIMC. For existing development subject to tree requirements or conditions applied through an approved land use or development permit, see exemption in Section 16.18.040.C. For other properties in these districts, clearing permits will only be approved if the applicant demonstrates that at least one the following criteria is met, as determined by the Director or their designee:

1. The tree is diseased, dead or otherwise determined to be a hazardous tree; or
2. The removal is necessary to enable construction or reasonable use of the property, and no other alternative is feasible; or
3. The removal is necessary to maintain utilities, access, or fulfill the terms of a previously recorded easement or covenant.

~~DB.~~ In the event of a conflict between the requirements of this chapter and any other requirement of the Bainbridge Island Municipal Code, the more restrictive requirement shall apply. Additional permits may be required if the activities are regulated by other chapters such as, but not limited to, Chapters 15.20 BIMC, Surface and Storm Water Management, 16.20 BIMC, Critical Areas, and 16.22 BIMC, Vegetation Management. Clearing of more than 7,000 square feet shall meet the stormwater management minimum standards outlined in Chapter 15.20 BIMC. See Tree Removal Permit Process flow chart, Figure 16.18.

~~165.18.040 Exemptions~~ Clearing activities not requiring a permit.

~~The following shall be exempt from the provisions of this chapter:~~

A. Clearing of up to six significant trees, as defined in BIMC ~~16.18.020~~ 18.15.040, in any 12-month period. This exemption does not apply to environmentally sensitive areas and buffers or other protected areas, or in the Mixed Use Town Center and High School Road zoning districts, pursuant to Section 16.18.030 BIMC above.

B. Clearing of up to 2,500 square feet of land in any 12-month period; any amount of clearing is subject to the stormwater pollution prevention standards of Chapter 15.20 BIMC. This exemption does not apply to environmentally sensitive areas and buffers, or other protected areas, pursuant to Section 16.18.030. BIMC;

C. Clearing as part of a development where clearing limits and/ or tree retention and landscape requirements have been set and erosion control plans approved as part of the approval for the development; provided, that land clearing in connection with such projects shall take place only after a land use or development permit has been issued by the city and shall be in accordance with such permit;

D. The installation and maintenance of fire hydrants, water meters, and pumping stations, and street furniture by the city or utility companies or their contractors;

E. Removal of trees and ground cover in emergency situations involving immediate danger to life or property or substantial fire hazards. A clearing permit shall be obtained as soon as possible after the emergency situation is stabilized;

~~F. Removal of diseased, dead or dying trees upon written verification by a qualified arborist or landscape architect or landscape contractor which states that removal of the trees is essential for the protection of life, limb, or property and which statement is filed with the director;~~

~~FG.~~ Routine gardening and landscape maintenance of existing landscaped areas on developed lots, including pruning, weeding, planting, mowing, and other activities associated with maintaining an already established landscape;

GH. Agricultural management of existing farmed areas;

HI. Routine maintenance activities, including tree removal, removal of invasive vegetation, and thinning required to control vegetation on road and utility rights-of-way;

IJ. Forest practices regulated by the Department of Natural Resources under Chapter 76.09 RCW.

165.18.050 General requirements.

A. Submittal Requirements. A complete application for a land clearing permit shall be submitted on the application form provided by the city, together with information required under Chapter 15.20 BIMC for a completed application, and including the following:

1. A plot plan on a base map provided by the applicant or by the city containing the following information:
 - a. Date of drawing or revision, north arrow, adjoining roadways and appropriate scales;
 - b. Prominent physical features of the property including, but not limited to, geological formations, critical areas and watercourses;
 - c. General location, type, range of size, and conditions of trees and ground cover;
 - d. Identification by areas, of trees and areas of ground cover that are to be removed, and information on how the trees or areas are delineated in the field;
 - e. Any existing improvement on the property including, but not limited to, existing cleared areas, structures, driveways, ponds, and utilities;
 - f. Information indicating the method of drainage and erosion control during and following the clearing operation; and
 - g. Information on how property lines are identified.
2. Payment of the land clearing application fee in the amount established by resolution of the city council.
3. In the event of unauthorized clearing, an after-the-fact clearing permit may be issued if the applicant meets all of the conditions listed in this chapter and any other applicable regulations. The fee for an after-the-fact clearing permit shall be established by resolution of the city council.

- B. The planning director shall grant a clearing permit application if the application meets the requirements of this chapter and all other relevant city codes, including but not limited to Chapters 15.20, 16.12, 16.20, and 16.22 BIMC.
- C. Approved clearing plans shall not be amended without authorization of the planning director.
- D. No work authorized by a clearing permit shall commence until a permit notice has been posted by the applicant on the subject property at a conspicuous location. The notice shall remain posted in said location until the authorized clearing has been completed.
- E. Any clearing permit granted under this chapter shall expire one year from the date of issuance. Upon a showing of good cause, a clearing permit may be extended for six months by the planning director.
- F. A clearing permit may be suspended or revoked by the planning director because of incorrect information supplied or any violation of the provisions of this chapter.
- G. Failure to obtain forest practice application, where applicable, with the stated intent of land conversion as defined in RCW 76.09.020(4) shall be grounds for denial of any and all applications for permits or approvals, including building permits and subdivision approvals, relating to nonforestry uses of the land for a period of six years, in accordance with RCW 76.09.060(3)(b).

165.18.060 Performance ~~assurance~~ ~~bond~~.

- A. The planning director may require, as a condition to the granting of a permit, that the applicant furnish a performance ~~assurance bond~~ in a form approved by the planning director to the city to secure the applicant's obligation, after the approved land clearing has been accomplished, to complete the erosion control on the property in accordance with the conditions of the permit. The ~~surety device bond~~ shall be in an amount equal to the estimated cost of erosion control and clean up and with surety and conditions satisfactory to the planning director.
- B. In order to stay enforcement, the director may choose to enter into a voluntary correction agreement (VCA). This is a civil contract entered into between the city and applicant. The VCA will outline several performance items that will be required within an agreed upon time frame.

165.18.070 Appeals.

Appeals of the planning director's decision on a land clearing permit application shall be in accordance with the administrative decision procedures established in Chapter 2.16 BIMC.

165.18.080 Violation – Enforcement and penalty.

~~A. A violation of or failure to comply with any provision of this chapter shall be a misdemeanor punishable, upon conviction, as provided in BIMC 1.24.010.A.~~

AB. In addition to any other sanction or remedy that may be available, a violation of or failure to comply with any provision of this chapter shall be a civil infraction and shall be subject to enforcement and civil penalties as provided in Chapter 1.26 BIMC.

B. A violation of or failure to comply with any provision of this chapter shall be a misdemeanor punishable, upon conviction, as provided in BIMC 1.24.010.A.

Section 3. Exhibit A is added as Figure 16.18 to Chapter 16.18 of the Bainbridge Island Municipal Code.

Section 4. This ordinance shall take effect and be in force five (5) days from its passage, approval, and publication as required by law.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2014.

APPROVED BY THE MAYOR this ____ day of _____, 2014.

Anne S. Blair, Mayor

ATTEST/AUTHENTICATE:

Rosalind D. Lassoff, CMC, City Clerk

FILED WITH THE CITY CLERK:	XXX, 2014
PASSED BY THE CITY COUNCIL:	
PUBLISHED:	
EFFECTIVE DATE:	
ORDINANCE NUMBER:	2014-38

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Harbor Commission Appointments and Change in Term	Date: December 9, 2014
Agenda Item: New Business	Bill No.: 14-199
Proposed By: Mayor Blair	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

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

DESCRIPTION/SUMMARY

Action Item:

Mayor Blair is recommending the appointments of Samantha Everett, Frank Ostrander and John Brownlow to the Harbor Commission. Mayor Blair is also recommending that Harbor Commissioner Davis' request that her position be changed from Position 6 (which she currently holds) to Position 4 (currently vacant) be approved.

History:

Five applications were received for three positions. One applicant was out of the country and unavailable to attend the interview. The interview panel consisting of Mayor Blair and Harbor Commissioner Davis agreed to appointment Samantha Everett, Frank Ostrander and John Brownlow.

Applications are attached for information.

RECOMMENDED ACTION

Motion:

I move that the City Council confirm the appointment of Samantha Everett to the Harbor Commission, Position 1 for a three-year term expiring June 30, 2017.

I move that the City Council confirm the appointment of John Brownlow to the Harbor Commission, Position 2 for a three-year term expiring June 30, 2017.

I move that the City Council approve Harbor Commissioner Davis' request to change her position from Position 6 to Position 4 expiring June 30, 2015.

I move that the City Council confirm the appointment of Frank Ostrander to the Harbor Commission, Position 6 for a three-year term expiring June 30, 2016.

From: support@civicplus.com
To: [Roz Lassoff](#)
Subject: Online Form Submittal: Citizen Advisory Group Application
Date: Friday, April 25, 2014 8:20:45 AM

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Citizen Advisory Group Application

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

Applicant Name*
Samantha Everett

Email*

Phone*

Address*

City*
Bainbridge Island

State*
WA

Zip*
98110

Current Employer*
Self Employed

Current Position*
Attorney

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

- | | |
|---|----------------------------------|
| Civil Service Commission | Design Review Board |
| Ethics Board | Historic Preservation Commission |
| Non-Motorized Transportation Advisory Committee | Road Ends Committee |
| Utility Advisory Committee | Community Forestry Commission |
| Environmental Technical Advisory Committee | Harbor Commission |
| Lodging Tax Advisory Committee | Planning Commission |
| Salary Commission | |

Have you served on any city advisory groups in the past?*

Yes

No

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

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

Feel free to attach your resume (optional):

no file selected

Uploaded: Resume Spring 14.pdf
Please login to view the uploaded file.

Type the Year
2014

By typing the year in this box, you verify that you are a legitimate user.

The following form was submitted via your website: Citizen Advisory Group Application

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

Applicant Name: Samantha Everett

Email:

Phone:

Address:

City: Bainbridge Island

State: WA

Zip: 98110

Current Employer: Self Employed

Current Position: Attorney

I am interested in serving on one of the following advisory groups (select all that apply):
Ethics Board, Harbor Commission, Planning Commission

Have you served on any city advisory groups in the past?: No

Please share your qualifications for this appointment (skills, activities, training, education) if any: I am an attorney, skilled in interpreting and applying the law and communicating with non-lawyers (my clients) regarding how the law applies to them. I have been practicing for ten years and have extensive experience with Federal, State, and municipal laws. I am a skilled communicator and negotiator. I am also a mother to three young children and as such, I have a very personal stake in the present and future of this community.

Please share your community interests (groups, committees, organizations) if any: I am actively involved in my oldest child's classroom at Blakely Elementary and will be involved as my younger children attend school. I am a member of the Instructional Materials Committee of BISD. I am eager to be more involved in this wonderful community that we have adopted as home.

Feel free to attach your resume (optional): Resume Spring 14.pdf

Type the Year: 2014

Additional Information:

Form Submitted on: 4/25/2014 8:21:32 AM

Submitted from IP Address: 76.22.20.111

Referrer Page: <http://www.bainbridgewa.gov/FormCenter/Citizen-Advisory-Groups-7/Citizen-Advisory-Group-Application-46>

Form Address: <http://www.bainbridgewa.gov/FormCenter/Citizen-Advisory-Groups-7/Citizen-Advisory-Group-Application-46>

Samantha Everett

EXPERIENCE

Everett Legal Advisors

Seattle, Washington

Montage Legal Group

San Diego, California

Freelance Attorney

Jan. 2011-Present

Freelance attorney specializing in employment and business litigation, providing law firms and in-house legal departments assistance on a case or project basis including motion writing, legal research, drafting complaints and discovery, depositions and court appearances.

Wilson Turner Kosmo, LLP

San Diego, California

Associate, Employment and Labor

August 2010 – Jan. 2011

Represented employers in a variety of employment disputes including wrongful termination, harassment, discrimination, wage and hour matters, and trade secret disputes. Counseled employers regarding all aspects of employment relationships including employee handbooks, policies and procedures, and HR training.

Stokes Roberts and Wagner, ALC

San Diego, California

Associate, Employment and Labor

Feb. 2010 – August 2010

Represented corporations in wrongful termination and discrimination litigation, trade secret misappropriation, contract disputes, trademark protection, and small-scale mergers and acquisitions.

Cooley Godward Kronish LLP

San Diego, California

Associate

Sept. 2004 - Feb. 2010

Litigation attorney experienced in business, intellectual property, and securities litigation, internal corporate investigations, and white-collar criminal defense. Substantial level of responsibility in both large and small cases, including:

- Represented Fortune 500 wireless telecommunications company in large-scale patent, licensing, and consumer class-action lawsuits alleging antitrust violations and unfair competition. Responsibilities included: conducting employee interviews; preparing witnesses for deposition and trial; defending depositions; managing e-discovery and all domestic and foreign depositions; assisting with internal team management, workflow, and budgeting; and drafting successful motions to dismiss and other significant motions.
- Acted as second-chair in representation of a leading worldwide spirits brand distributor in an international arbitration of a contractual dispute involving import and distribution rights. Responsibilities included: drafting voluminous arbitration briefs and conducting associated legal research; collecting and preparing evidence for use in briefing and at hearings; preparing client witnesses for hearings; and acting as co-counsel in evidentiary hearings in foreign country.
- Represented a former Big 5 accounting firm partner in successful defense at criminal trial involving U.S. Attorney's allegations of conspiracy, securities fraud, and wire fraud. Responsibilities as member of small trial team included: drafting various pre-trial and trial motions; preparing witnesses for government interviews and trial; preparing trial outlines and exhibits.

Science Applications International Corporation (SAIC)

San Diego, California

Law Clerk

Summer 2002

Assisted in-house attorneys for this Fortune 500 technology company in employment, mergers and acquisitions, securities and intellectual property. Duties included: assisting in preparation of employment and complex contract litigation; conducting due diligence on acquisition targets; assisting with licensing transactions and review of IP counseling materials for scientists/technologists; preparing closing documents for acquisitions and several large financing transactions; performing legal research; and drafting memoranda, correspondence, and presentation materials for in-house attorneys and executives.

EDUCATION**University of San Diego School of Law**

San Diego, California

J.D., *cum laude*, 2004

- Top 5% of class; Order of the Coif
- Editor, *San Diego Law Review*
- Note Published: 41 San Diego L. Rev. 1873 (2004)

San Diego State University

San Diego, California

B.A. English Literature, *cum laude*, 2000

- Golden Key International Honor Society; Sigma Tau Delta English Honor Society

ADMISSIONS

- California Bar, 2004-present
- California State Courts
- Ninth Circuit Court of Appeals
- Northern, Central, and Southern Districts of California
- Washington Bar Admission Pending (Passed July 2013 Bar Exam)

PROFESSIONAL ACTIVITIES AND HONORS**Lawyers Club of San Diego**

- Member, Leadership Development Committee, 2004 - 2013
- Author of monthly *Lawyers Club News* article *Leadership Opportunities*, 2006-2013
- Featured in Lawyers Club 40th Anniversary Documentary Film

Association of Business Trial Lawyers - San Diego

- Member, 2005-2012
- Leadership Development Committee of Board of Directors, 2009-2010

San Diego Business Journal "Women Who Mean Business" Awards

- Finalist, 2012

From: noreply@civicplus.com
To: [Roz Lassoff](#)
Subject: Online Form Submittal: Citizen Advisory Group Application
Date: Monday, December 01, 2014 9:19:45 AM

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Citizen Advisory Group Application

View any uploaded files by proceeding to the link below

<http://www.bainbridgewa.gov/Admin/FormCenter/Submissions/Edit?id=113&formID=46&submissionDataDisplayType=0&backURL=/Admin/FormCenter/Submissions/Index/46?categoryID=7>

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

Applicant Name*

John Brownlow

Email*

Phone*

Address*

City*

Bainbridge Island

State*

WA

Zip*

98110

Current Employer*

Self employed (E3C, LLC and IT consultancy)

Current Position*

CEO / Managing Consultant

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

☐ Civil Service Commission	☐ Design Review Board
☐ Ethics Board	☐ Historic Preservation Commission
☐ Non-Motorized Transportation Advisory Committee	☐ Road Ends Committee
☐ Utility Advisory Committee	☐ Community Forestry Commission
☐ Environmental Technical Advisory Committee	☐ Harbor Commission
☐ Lodging Tax Advisory Committee	☐ Planning Commission
☐ Salary Commission	

Have you served on any city advisory groups in the past?*

☐ Yes

☐ No

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

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

Feel free to attach your resume (optional):

no file selected

Uploaded: E3C-CFR-John
Brownlow.docx

Type the Year
2014

By typing the year in this box, you verify that you are a legitimate user.

The following form was submitted via your website: Citizen Advisory Group Application

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

Applicant Name: John Brownlow

Email:

Phone:

Address:

City: Bainbridge Island

State: WA

Zip: 98110

Current Employer: Self employed (E3C, LLC and IT consultancy)

Current Position: CEO / Managing Consultant

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

Have you served on any city advisory groups in the past?: No

Please share your qualifications for this appointment (skills, activities, training, education) if any: former Sea Scout, Australian Naval Reserve (Petty Officer), FAUI Scuba Instructor, J24 and J120 sailor, owner Hunter 30 and Trintella 48 ketch. Former senior Enterprise Architect with EDS and HP, Project / Program Manager, small business owner. Consultant to major corporations and government entities. Last project: Hosting strategy for Canadian provincial government

Please share your community interests (groups, committees, organizations) if any: Current Treasurer and Past President, Midden Point Home Owners Association. Volunteer Coordinator: Bainbridge Island Sportsmen's Club

Feel free to attach your resume (optional): E3C-CFR-John Brownlow.docx

Type the Year: 2014

Additional Information:

Form Submitted on: 12/1/2014 9:21:09 AM

Submitted from IP Address: 71.231.124.245

Referrer Page: <http://www.bainbridgewa.gov/FormCenter/Citizen-Advisory-Groups-7/Citizen-Advisory-Group-Application-46>

Form Address: <http://www.bainbridgewa.gov/FormCenter/Citizen-Advisory-Groups-7/Citizen-Advisory-Group-Application-46>



John Brownlow
Managing Consultant, E3C, LLC
Enterprise Architect/Cloud SME



A former Enterprise Architect with HP Enterprise Services, he has operational, infrastructure, project management, computing and data communications experience spanning more than 35 years. He has worked on or lead projects in companies ranging from dot-com start-ups to the Fortune 50.

Having retired from HP in August 2012, he established E3C and now works with former colleagues helping clients *Evaluate*, *Envision* and *Enable* transformation within their IT infrastructure environments. He remains in demand for client briefings, Cloud strategy development and public speaking engagements.

Experience that brings measurable value

Recent Roles	Responsibility
Managing Consultant	E3C is a specialist IT consultancy dedicated to helping companies Evaluate, Envision and Enable transformation within their IT infrastructure environments, integrate Cloud computing, improve operational processes and manage the change. Our consultants use the experience gained from working the largest transformational projects, outsourcing deals and infrastructure consulting engagements at EDS & HP when working with clients ranging from dot-com start-ups and government entities to multi-national Fortune 500 companies across the US, UK, Latin America, South-East Asia and Australia.
Enterprise Architect / CTO	Cloud SME for HP Enterprise Services' US Strategic Sales Centre. Since late 2008 his work has focused on Cloud computing. He was a member of HP's Enterprise Business Cloud SWAT team and worked closely with the various HP organizations that are involved with Cloud-based technologies and services. Enterprise Architects fulfil the CTO role on HP's largest accounts. John's work with HP Enterprise Services' US Strategic Sales Centre focused on major (>\$100m) sales pursuits. In this role he provided insight to align business requirements with technical and process solutions for major clients in US, Asia and South America. Led Common Services component of successful whole-of-government outsourcing in S.E. Asia. Conducted an operations and architecture review and created remediation proposals for a S.E. Asian stock exchange. Led transformation program for account serving the Revenue/Tax office of the world's 17th largest economy (2005). Assisted with development of data centre consolidation and reengineering plans for world's largest insurance company, 4th largest cellular company, a South American bank and a major South American retailer. Transformation projects involving Cloud: a major Brazilian media company, the largest pharmaceutical company and a diversified manufacturing company (Global 2000) along with other transformative projects for major clients.
Managing Consultant	Program Manager: Production architecture and implementation of multi-year, multi-million dollar, business systems replacement program for membership organization. CTO: Infrastructure stabilization and renewal for hazardous waste management company.



Recent Roles

Responsibility

Project Manager: Server consolidation projects: energy, consumer retail and hazardous waste management companies

Technical advisor: computing products distributor

Global data centre lead: mainframe, mid-range, web-hosting, security & disaster recovery: multi-national consumer products company

Internal operations review: US state's network operations centre

Project lead: multi-disciplinary team to review data centre strategy for a major energy industry client.

Influence in the industry

Participated with the HP Fellows on various speaking engagements. Presented at the Gartner Outsourcing 2011 conference in Sao Paulo, Brazil.

Member of the (US) Association for Computing Machinery (ACM), the Australian Computer Society (AACS), the Australian Institute of Management (AIMM) and the former Sun Microsystems - SunTone Integrators advisory board.

Prior to moving to the US, John held technical marketing management positions with Australia's leading data communications equipment and desktop systems companies. In these roles, he helped create and manage Australia's largest circulation computing magazine, doubled unaided market awareness of the PC company its products and services and created a new corporate identity program to reposition the datacoms company.

Education

Australian Insurance Institute

Adelaide TAFE College, South Australia: Management Information Systems (1978)

South Brisbane College, Queensland, Australia: Systems Analysis (Honors) (1983)

Continuing education courses including: Agile RightStep (TOGAF compliant) methodology, Project Management, Business Process Reengineering, the Account Leadership Program and various technical and management programs.

University of California at Berkeley - Marketing Management (1998)

John holds Australian citizenship but has resided in Seattle, Washington since 1992. He holds US Permanent Resident status. For EDS/HP, he worked in the US, Australia, UK, Latin America and Asia and was last assigned to HP Enterprise Services, US Strategic Sales Centre, Plano TX.

October 27, 2014

The Honorable Anne Blair
Mayor
City of Bainbridge Island
Madison Avenue
Bainbridge Island, WA, 98110

Dear Mayor Blair,

Earlier this year I had explored the potential for my term on the Bainbridge Island Harbor Commission to expire on June 30, 2015, instead of June 30, 2016. As a result of that exploration, I hereby request that my position on the Harbor Commission be changed from Position 6, which I currently hold, to Position 4 (currently vacant) in order to effect this change.

Given the City is currently considering candidates to fill the two terms that expired on June 30, 2014, and a two positions that are currently vacant, I trust my request can be accommodated.

I deeply appreciate having had the opportunity to serve our community as a two-term Harbor Commissioner.

Many thanks for your understanding.

Respectfully submitted,

Sandra Davis

Sandra Davis

Bainbridge Island, WA 98110

From: support@civicplus.com
To: [Roz Lassoff](#)
Subject: Online Form Submittal: Citizen Advisory Group Application
Date: Sunday, May 04, 2014 2:08:47 PM

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Citizen Advisory Group Application

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

Applicant Name*

Frank W. Ostrander

Email*

Phone*

Address*

City*

Bainbridge Island

State*

Wa

Zip*

98110

Current Employer*

retired Foreign Service Officer, U.S. Department of State

Current Position*

retired

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

Civil Service Commission

Design Review Board

Ethics Board

Historic Preservation
Commission

Non-Motorized Transportation Advisory
Committee

Road Ends Committee

Utility Advisory Committee

Community Forestry
Commission

Environmental Technical Advisory
Committee

Harbor Commission

Lodging Tax Advisory Committee

Planning Commission

Salary Commission

**Have you served on
any city advisory
groups in the past?***

Yes No

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

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

Type the Year
2014

By typing the year in this box, you verify that you are a legitimate user.

The following form was submitted via your website: Citizen Advisory Group Application

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

Applicant Name: Frank W. Ostrander

Email:

Phone:

Address:

City: Bainbridge Island

State: Wa

Zip: 98110

Current Employer: retired Foreign Service Officer, U.S. Department of State

Current Position: retired

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

Have you served on any city advisory groups in the past?: No

Please share your qualifications for this appointment (skills, activities, training, education) if any: Education: Rutgers: BA (History), Master of City and Regional Planning, Juris Doctor, Harvard: Master of Public Administration.

Experience: 1988-2011 Foreign Service Officer, U.S. Department of State. Specialized in Economic and Environmental issues including two years in the Office of Ocean Affairs dealing with multilateral environmental challenges in the Caribbean and Pacific regions, two years as head of the U.S. delegation to the Council of the International Maritime Organization, postings to U.S. diplomatic missions in South Africa, Germany, Canada, Iraq and Bosnia.

1974 - 1987 Attorney in Oregon and Massachusetts. As an Assistant Oregon Attorney General frequently represented State agencies in complex land use and environmental matters.

Additional Experience: Captain (Ret.) U.S. Navy Judge Advocate General Corps. Specialized in International Law. Assignments included three years in the International and Operational Law Department at the Naval War College and the Navy International Law office in the Pentagon.

Please share your community interests (groups, committees, organizations) if any: I participated in the public input process for the redesign of Waterfront Park.

Type the Year: 2014

Additional Information:

Form Submitted on: 5/4/2014 2:09:36 PM

Submitted from IP Address: 24.19.110.165

Referrer Page: <http://www.bainbridgewa.gov/FormCenter/Citizen-Advisory-Groups-7/Citizen-Advisory-Group-Application-46>

Form Address: <http://www.bainbridgewa.gov/FormCenter/Citizen-Advisory-Groups-7/Citizen-Advisory-Group-Application-46>

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Kitsap Regional Coordinating Council (KRCC) TransPOL and Puget Sound Regional Council (PSRC) Transportation Policy Board Appointments	Date: December 9, 2014
Agenda Item: New Business	Bill No.: 14-201
Proposed By: Mayor Blair	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

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

The Bainbridge Island Governance Manual Section 2.26 allows, with Council approval, a Councilmember to serve for a calendar year as the Council's Liaison. There are typically four types of organization:

- A county-wide or regional policy or governing body or intergovernmental organization (such as the Kitsap Regional Coordinating Council)
- A community organization (such as an arts, business or social service organization)
- A governing or inter-agency board functioning in the city (such as the Parks Board or Intergovernmental Working Group – IGWG); and
- A citizen board, commission or committee of the City, whether or not the charter call for an ex officio Council member (such as the Utility Advisory Committee or Lodging Tax Advisory Committee).

City Council is being asked to appoint liaisons to the Kitsap Regional Coordinating Council (KRCC) TransPOL and Puget Sound Regional Council (PSRC) Transportation Policy Board.

RECOMMENDED ACTION

Motion:

Discuss and consider appointments.

KITSAP REGIONAL COORDINATING COUNCIL

The Kitsap Regional Coordinating Council (KRCC) is the forum established through an inter-local agreement among its current core members - Kitsap County, the four Kitsap Cities (Bremerton, Bainbridge Island, Port Orchard, and Poulsbo) and the Port of Bremerton - to work together on issues that affect the entire community. In addition, Naval Base Kitsap is an Ex Officio member to provide coordination among local and federal actions, and Kitsap's two federally-recognized Tribes are Associate Members.

At this time, KRCC serves four purposes:

1. The KRCC Executive Board is responsible for the distribution of state and federal grant funds:
 - o Federal Transportation Funding (via the Puget Sound Regional Council)
 - o Community Development Block Grant Program (except for City of Bremerton)
 - o State 2060 & 2163 Low Income Housing Grant Programs
2. KRCC is recognized by State and regional agencies as the "voice" for Kitsap County on countywide transportation planning and policy issues.
3. KRCC coordinates the review and monitoring of the Kitsap Countywide Planning Policies and the related Population Forecasting and Distribution required by the State of Washington Growth Management Act, through its Executive Board and multi-jurisdictional senior staff committees.
4. KRCC is the vehicle for other multi-jurisdictional collaborative projects identified in its annual Work Program, for example:
 - o Kit~Net (Broadband)
 - o Coordinated State Legislative Agenda
 - o Solid Waste Facility & Program Planning

The **Executive Board of Directors** of the KRCC is comprised of elected officials from its member agencies:

- Kitsap County: All 3 Commissioners
- City of Bremerton: Mayor + 2 Councilmembers
- City of Bainbridge Island: Mayor + 1 Councilmember
- City of Poulsbo: Mayor
- City of Port Orchard: Mayor + 1 Councilmember
- Suquamish Tribe: 1 Councilmember
- Port Gamble S'Klallam Tribe: 1 Councilmember
- Port of Bremerton: 1 Commissioner
- Naval Base Kitsap: 1 Senior Officer

Each member agency except the County selects an alternate to its representatives on the Executive Board. Councilmember terms are 2 years.

Executive Board Meetings are typically held the fourth Tuesday of the month from 10:15 am-12:15 PM in the Main Meeting Chamber on the lobby level of the Norm Dicks Government Center: 345 6th Street, Bremerton. A Study Session for Board Members runs 9:00 - 10:00am. 2015 Board meeting dates to be determined.

KRCC TRANSPOL

The Transportation Policy Committee (TransPOL) includes representatives from each of the Council's member agencies, representatives to the Puget Sound Regional Council (PSRC) and Peninsula Regional Transportation Planning Organization and Kitsap Transit. This committee usually meets monthly and makes recommendations to the full KRCC Board for review and action.

Now is the time to turn this action plan into reality. KEDA is the organization responsible to carry out the Kitsap 20/20 action plan.

PUGET SOUND REGIONAL COUNCIL

Transportation Policy Board

The Transportation Policy Board (TPB) includes representatives of the PSRC's member jurisdictions and regional business, labor, civic and environmental groups. The TPB meets monthly to advise the Executive Board on key transportation issues.

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: City Council Position #4, Central Ward Vacancy	Date: December 9, 2014
Agenda Item: New Business	Bill No.: 14-202
Proposed By: Doug Schulze, City Manager	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

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

Background:

As a result of the recent resignation of Councilmember David Ward, the City Council is required to fill the position, by appointment, until the next general election. The process for filling vacancies in an Optional Code City is established in RCW 42.12.070. When one position is vacant, the remaining members of the governing body shall appoint a qualified person to fill the vacant position.

If the City Council fails to appoint a qualified person to fill a vacancy within ninety days of the occurrence of the vacancy, the authority of the City Council to fill the vacancy will cease and the Kitsap County Council would be required to appoint a qualified person to fill the vacancy.

The individual appointed will serve until a qualified person is elected at the next election (November 3, 2015) at which a member of the governing body normally would be elected. The person elected will take office immediately upon certification of the election results and serve the remainder of the unexpired term (expiring on 12/31/15) and the new term (1/1/16 – 12/31/19).

Application materials submitted by the deadline will be posted on the City website for public review and the interview process will be conducted in open, public session, including video recording for Comcast Cable Channel 12 and the City website. No more than five candidates should be interviewed for the vacant position, if possible. The City Council may wish to consider appointing an ad hoc committee to screen applicants if more than five applications are received.

- Continued Page 2 -

RECOMMENDED ACTION

Council approval of the timeline, application questions and interview questions. In addition, the City Council should approve the application screening process and interview process.

Motion:

I move the City Council approve the proposed timeline, application and interview questions, application screening process and interview process for filling vacant Council Position #4.

DESCRIPTION/SUMMARY – continued from Page 1**Background:**

Although the interview process and Council decision on the appointment must occur in an open, public session, the City Council may convene an executive session for the purpose of discussing qualifications of the applicants for the position. In addition to the interview questions, it is recommended that each candidate being interviewed be provided with an opportunity to make public comments regarding his/her qualifications. Comments could be limited to 3 – 5 minutes each.

A proposed Notice of the Vacancy, Application Packet and timeline is attached for Council review, discussion and approval.



Council Vacancy Notification December 10, 2014

Deadline to Apply for Council Vacancy December 30

The City of Bainbridge Island is now accepting applications from Bainbridge Island residents to fill a vacancy on the City Council. A position on the seven-member City Council is open following the resignation of Councilmember David Ward, who held Position No. 4, Central Ward.

The term of the vacated position will commence once a candidate is appointed by a majority vote of the City Council, and will expire after the results of the November 3, 2015 general election are certified.

The timeline for filling the Council vacancy is as follows:

- **Tuesday, December 30, 2014:** Applications are due to City Clerk by 4:00 p.m.
- **Thursday, January 15, 2015:** Candidate interviews beginning at 6:00 p.m. (Special City Council Meeting) and appointment
- **Tuesday, January 20, 2015:** Swearing in of new Councilmember at 7:00 p.m. (City Council Study Session)

Residents interested in applying for the Council vacancy must have resided in the City of Bainbridge Island for at least one year prior to Council appointment, must currently reside within the Central Ward, and must be registered to vote.

Interested residents may obtain application forms at City Hall, located at 280 Madison Avenue North, or receive them in the mail. To receive forms in the mail, contact City Clerk Roz Lassoﬀ at 206.780.8624 or rlassoff@bainbridgewa.gov. In addition, the application form can be completed and submitted electronically.

Applications are due no later than 4:00 p.m. on Tuesday, December 30, 2014. Applications received after 5:00 p.m. on December 30, 2014 will not be accepted.

The City of Bainbridge Island operates under the Council-Manager form of government. The seven-member City Council serves as the legislative body of the City. The Council is responsible for setting policy, adopting the annual budget, adopting laws, determining the services the City provides and the funding levels for those services, and appointing citizens to its advisory boards and commissions.

Click [here](#) for Washington State Law (RCW) regarding Council vacancies.

For more information on the Council vacancy, contact City Clerk Roz Lassoﬀ at 206.780.8624 or rlassoff@bainbridgewa.gov.

APPLICATION FOR APPOINTMENT TO BAINBRIDGE ISLAND CITY COUNCIL POSITION #4

Thank you for your interest in serving the community as a member of the Bainbridge Island City Council.

The timeline for filling the Council vacancy is as follows:

Tuesday, December 30, 2014: Applications are due to City Clerk by 4:00 p.m.

Thursday, January 15, 2015: Candidate interviews beginning at 6:00 p.m. (Special City Council Meeting) and appointment

Tuesday, January 20, 2015: Swearing in of new Councilmember at 7:00 p.m. (Study Session)

To be considered, your application must be completed and received by the City Clerk at Bainbridge Island City Hall (280 Madison Avenue North) no later than 4:00 pm on Tuesday, December 30, 2014. Applications received after 4:00 pm will not be accepted. Additional written information after this date will not be accepted, unless requested by the City Council.

Please submit the following items:

- Application (see page 3)
- A **1 page** cover letter indicating your interest and general qualifications for the position.
- A resume of **no more than 2 pages**.
- Answers to the Supplemental Questions of **no more than 3 pages total**.

For further information, please contact

Mayor Anne Blair at 206.842-6722 or

ablair@bainbridgewa.gov.

This application and any correspondence should be addressed to:

Roz Lassooff, City Clerk
Council Recruitment
280 Madison Avenue North
Bainbridge Island, WA 98110

Councilmember Eligibility, Requirements & Public Disclosure

To be eligible to be appointed to the Bainbridge Island City Council, you:

- Must have continuously resided within the Bainbridge Island city limits for a minimum of one year prior to your appointment to the Council, and
- Must currently reside within the Central Ward, and
- Must be a registered voter in the City of Bainbridge Island.

If you hold, participate in or are involved in any contract(s) with the City of Bainbridge Island, please explain your involvement in your cover letter.

If you hold any other elected public office, please state what office and where in your cover letter.

Please note that:

- Once a Councilmember application is filed with the City, it is a public record available to the public.
- The applications received from all candidates who meet the minimum requirements of State law, along with the answers to the supplemental questions, will be posted on the City of Bainbridge Island website as part of the Council's meeting packet the week of the initial interview.
- If appointed, you will be required by state law to file financial disclosure statements with the Washington Public Disclosure Commission (www.pdc.wa.gov).

City Council Duties & Compensation

The Bainbridge Island City Council is the legislative authority of the City of Bainbridge Island. The City operates under the Council-Manager form of government. The seven-member City Council serves as the legislative body of the City. The Council is responsible for setting policy, adopting the biennial budget, adopting laws, determining the services to be provided and the funding levels for those services, and appointing citizens to its advisory boards and commissions.

The duties of a City Councilmember will likely involve an average minimum commitment of 18 – 20 hours per month for preparation, participation, and attendance at various meetings and community activities. Beyond the broad duties previously mentioned, Councilmember duties include, but are not limited to:

- Attendance is required at regular City Council meetings, which are held weekly on Tuesday evenings of each month, from 7:00 pm to 10:00 pm and occasionally later. From time to time, the City Council or Mayor may call special City Council meetings to handle city business. Attendance is also required at the Council's annual Planning Session usually held over a weekend in January/February and a Mini-Planning Session usually held on a Saturday in June.
- Councilmembers are expected to serve on Council Sub-Committees, regional boards and commissions, and to represent the City Council at various community functions. These various meetings and functions occur normally during the evenings, but may also occur on some weekends, and during some weekdays.
- Some travel is expected locally, regionally, and/or within the State of Washington, involving various organizations which the City of Bainbridge Island is a member. Councilmembers may also at their discretion travel and attend training, education and/or participate in other organizations at the local, regional, state, or in some instances on the national level. Travel, education, and training expenses for local, regional, state, and national activities are reimbursed in accordance with City policy applicable to all employees and city officials, subject to the budgetary limit set for each councilmember and for the city council as a whole.

The Councilmember salary as of January 1, 2015, is \$1,000 per month.

Interview Questions

Each candidate should come to the interview prepared to speak to the following questions:

1. Are there any regional issues or forums in which you have a particular interest or expertise? (e.g. transportation, water supply, human services, water quality, fiscal management, solid waste, etc.)
2. Do you want to serve on the City Council because of a particular local issue on which you want to work or are your interests more broadly distributed?

APPLICATION FOR APPOINTMENT TO BAINBRIDGE ISLAND CITY COUNCIL POSITION #4

Applicant Information

(Please type or print)

Applicant Name _____

Residence Address _____

Home Phone _____ Work/Cell Phone _____

E-Mail _____

Cover Letter & Resume

Please attach a one page cover letter and a resume of no more than two pages to this application.

Supplemental Questions

Please respond to the following questions regarding your interest in the position of Councilmember for the City of Bainbridge Island on separate pages using no more than 3 pages total:

1. Why are you interested in serving as a Bainbridge Island City Councilmember?
2. What strength would you bring to the Council?
3. What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?
4. Explain your current and past community involvement and/or service on city, nonprofit, or public boards, committees, task forces, or commissions and how this has contributed to the Bainbridge Island community. Address its relevance to the position of Bainbridge Island City Councilmember.
5. What do you wish to accomplish during this appointed term as Bainbridge Island City Councilmember?
6. What is your vision for our City and community?
7. Is there anything else that you may wish to add that would help us get to know you a little better?

Please return this form, your cover letter, resume and answers to the supplemental questions to the City Clerk at Bainbridge Island City Hall (280 Madison Avenue North) **no later than 4:00 pm on Tuesday, December 30, 2014**. Applications received after 4:00 pm will not be accepted.

The application and any correspondence should be addressed to:

Roz Lassooff, City Clerk
Councilmember Recruitment
280 Madison Avenue North
Bainbridge Island, WA 98110

Filling a Vacancy in a City or Town Council

Posted on August 13, 2014 by Paul Sullivan

With 281 cities and towns in Washington and with city and town councils typically consisting of five to seven members, there are bound to be vacancies in council positions on a fairly regular basis. Vacancies typically occur due the death, resignation, or loss of residency. If there is a vacancy, a replacement needs to be appointed. This post addresses the requirements and process for doing that.

What are the rules for filling a vacant council position? The statutes merely provide that a vacancy “shall be filled as provided in chapter 42.12 RCW.” See, for example, RCW 35A.12.050. RCW 42.12.070(1) states that “the remaining members of the governing body shall appoint a qualified person to fill the vacant position.” If there is more than one vacancy to fill, one position is filled first and then, with that added appointee, a vote is taken to fill the other position(s). *Id.* If, due to vacancies, there is only one councilmember remaining or if all council positions are vacant, the county legislative authority appoints a qualified person or persons until the council has two members, who can then begin the appointment of the remaining members.

The appointment should be made within 90 days of the vacancy’s occurrence; if it is not, the city council loses its authority to do so and the county legislative body, within 180 days of the vacancy’s occurrence, makes the appointment. RCW 42.12.070(4). If the county legislative authority fails to make the appointment within that time period, the governor may be petitioned by the city council or county legislative authority to do so, and the governor may make the appointment if the county legislative authority has not, in the meantime, done so. *Id.*

The person appointed must have the same qualifications for the council position at the time of appointment as would a person elected into the position. In second class and code cities and in towns, he or she must be a registered voter and a city or town resident. RCW 35.23.031 (second class cities); RCW 35.27.080 (towns); RCW 35A.12.030 and 35A.13.020 (code cities). The code city statutes also provide that the person must be a resident of the city for a period of at least one year preceding his or her appointment. Cities with wards or districts also require that some or all council positions be filled by a resident of the particular ward or district.

The first class city statutes are silent as to eligibility requirements, but a general statute, RCW 42.04.020, requires that, to hold any elective office, a person must be a U.S. citizen and an “elector” of the jurisdiction. (The state constitution states that an elector – a person entitled to vote – is a person who is a U.S. citizen, 18 years of age or older, and a resident in the state, county, and precinct at least 30 days immediately preceding the election. Though, to be able to vote, you have to register, so, technically, being a registered voter is not the same as being an elector.) Most all of the 10 first class city charters require the person be a registered voter, and some require residency of a year or more.

What process should be followed to make the actual appointment? Must the vacancy be advertised? Are applications required? Must the council interview candidates? The answer is that there is no process required by state law. So, what process is used is up to each city or town council. A council could, if it so chooses, just appoint the first qualified person who comes in the door. In my experience, though, most councils advertise that there is a vacancy, and they ask interested persons to either fill out an application or write a letter of interest to the council for consideration. Typically, the council will then interview candidates in an open session, as required by the Open Public Meetings Act, before making the appointment. (The council may, however, evaluate the qualifications of

candidates in an executive session. RCW 42.30.110(1)(h)). The vote to fill the vacancy must be in open session. For one example of how a city council might proceed, see Bothell City Council Protocol Manual, Section 12.02.

One final note: the person appointed to fill the vacancy must now obtain open government training (open public meetings and public records) within 90 days of assuming office. RCW 42.30.205.

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About Paul Sullivan

Paul has worked with local governments since 1974 and has authored MRSC publications on local elections, ordinances, and general local government operation. He also provides training on the Open Public Meetings Act.

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This entry was posted in [Legal](#). Bookmark the [permalink](#).

MRSC Insight

The Twenty Ten Theme. Blog at WordPress.com.

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Consent Agenda Items	Date: December 9, 2014
Agenda Item: Consent Agenda	Bill No.: 14-201
Proposed By: Executive	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

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

DESCRIPTION/SUMMARY

Action Item:

Consideration of Consent Agenda Items A through K: A. Accounts Payable Voucher and Payroll Approval, B. Special/Regular Business Meeting Minutes October 28, 2014, C. Special/Regular Study Session Meeting Minutes November 4, 2014, D. Rescheduled Special/Regular Business Meeting Minutes November 10, 2014, E. Special/Regular Study Session Meeting Minutes November 18, 2014, F. Special Meeting Minutes November 22, 2014, G. Ordinance No. 2014-42, H. Ordinance No. 2014-43, I. General Sewer Plan, Professional Service Agreement Amendment No. 1 Extension, J. High Performance Organization (HPO) Leadership Philosophy, K. Annual Contract Renewals (Kitsap Humane Society Interlocal Agreement, Kitsap County Prosecutor's Office Professional Services Agreement, Public Defender Services Contract - Thom Alpaugh, 4. Community Services Agreements - Helpline House, Bainbridge Youth Services, Housing Resources Board and Udo Wald Concession Agreement.

RECOMMENDED ACTION

Motion:

I move that the City Council approve Consent Agenda Items A through K: A. Accounts Payable Voucher and Payroll Approval, B. Special/Regular Business Meeting Minutes October 28, 2014, C. Special/Regular Study Session Meeting Minutes November 4, 2014, D. Rescheduled Special/Regular Business Meeting Minutes November 10, 2014, E. Special/Regular Study Session Meeting Minutes November 18, 2014, F. Special Meeting Minutes November 22, 2014, G. Ordinance No. 2014-42, H. Ordinance No. 2014-43, I. General Sewer Plan, Professional Service Agreement Amendment No. 1 Extension, J. High Performance Organization (HPO) Leadership Philosophy, K. Annual Contract Renewals (Kitsap Humane Society Interlocal Agreement, Kitsap County Prosecutor's Office Professional Services Agreement, Public Defender Services Contract - Thom Alpaugh, 4. Community Services Agreements - Helpline House, Bainbridge Youth Services, Housing Resources Board and Udo Wald Concession Agreement.

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: November 24, 2014 - December 8, 2014
CITY COUNCIL: November 22, 2014 - December 9, 2014

Last check from previous run: 337295 dated 11/26/14 issued to Timothy & Beth Ziemba in the amount of 12.87

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
ACH	11/26/14	164	COBI Utilities November Billing	2,468.19
ACH	11/26/14	166	Department of Licensing - Firearms - CPL Transmittal	1,077.00
EFT	11/26/14	165	WA State Department of Revenue/October Excise Taxes	16,340.48
ACH	12/01/14	N/A	Bank of NY Mellon/2004 LTGO Principal & Interest	158,022.50
ACH	12/01/14	N/A	Bank of NY Mellon/2007 LTGO Principal & Interest	240,040.00
ACH	12/01/14	N/A	Bank of NY Mellon/2008 LTGO Interest	29,801.25
ACH	12/01/14	N/A	Bank of NY Mellon/2009 LTGO Principal & Interest	602,225.00
ACH	12/01/14	N/A	Bank of NY Mellon/2011 LTGO Principal & Interest	511,175.00
ACH	12/01/14	N/A	Bank of NY Mellon/2013 LTGO Principal & Interest	360,775.00
Manual	11/20/14	337296	CenturyLink/Citywide Phone Service	919.57
Manual	11/26/14	337297	PCD/Kent Scott/Refund BLD20297MIS	530.02
Manual Checks, Electronic Disbursements				1,923,374.01

Regular Run	12/10/14	337298 - 337365	Regular Check Run	502,141.53
Total Disbursements				2,425,515.54

Retainage Release	N/A	N/A	No Retainage Release	Ø
Travel Advance	N/A	N/A	No Advance Travel	Ø

Prepared and Reviewed by Linda Steinberg Linda Steinberg, Accounts Payable

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished,
the services rendered, or the labor performed as described herein and that the claim
is a just, due, and unpaid obligation against the City of Bainbridge Island,
and that I am authorized to authenticate and certify to said claim.

Karl R. Shaw
Karl R. Shaw, Accounting Manager

12-3-2014
Date

ACH UP

11/25/2014 14:35 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

|P 1
|apcshdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
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INVOICE DTL DESC

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Invoice: 10460NOV14				79.67	91011768 547500	WFP IRRIGATION GG-C/E-PARKS-WTR/SWR			
Invoice: 10461NOV14				194907	10461NOV14	11/06/2014		ACHNOV14	734.71
				734.71	91011768 547500	WFP RESTROOM GG-C/E-PARKS-WTR/SWR			
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				396.41	91011755 547500	COMMONS GG-C/E-COMMONS-WTR/SWR			
Invoice: 10465NOV14				194910	10465NOV14	11/06/2014		ACHNOV14	40.00
				40.00	91011768 547500	BJUNE WATERFRONT IRRIGATION GG-C/E-PARKS-WTR/SWR			
Invoice: 11573NOV14				194911	11573NOV14	11/06/2014		ACHNOV14	862.63
				862.63	91011768 547500	PRITCHARD PARK GG-C/E-PARKS-WTR/SWR			
Invoice: 12755NOV14				194912	12755NOV14	11/06/2014		ACHNOV14	48.36
				48.36	91011768 547500	STRAWBERRY PLANT PARK IRRIGATION GG-C/E-PARKS-WTR/SWR			

CHECK 164 TOTAL: 2,468.19

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 2,468.19

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	2,468.19

*** GRAND TOTAL *** 2,468.19

11/25/2014 14:35 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

|P 2
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT		JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2014 11	236								
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		2,468.19	
	11/26/2014	ACHNOV14	112614			AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			2,468.19
	11/26/2014	ACHNOV14	112614			AP CASH DISBURSEMENTS JOURNAL			
						GENERAL LEDGER TOTAL		2,468.19	2,468.19
APP 631-130000						DUE TO/FROM CLEARING		2,468.19	
	11/26/2014	ACHNOV14	112614						
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			2,468.19
	11/26/2014	ACHNOV14	112614						
						SYSTEM GENERATED ENTRIES TOTAL		2,468.19	2,468.19
						JOURNAL 2014/11/236 TOTAL		4,936.38	4,936.38

11/25/2014 14:35
lsteinberg

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 3
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
001 GENERAL FUND	2014 11	236	11/26/2014			
001-130000				GENERAL - DUE TO/FROM CLEARING		2,468.19
001-213000				GENERAL - ACCOUNTS PAYABLE	2,468.19	
				FUND TOTAL	2,468.19	2,468.19
631 CLEARING FUND	2014 11	236	11/26/2014			
631-130000				DUE TO/FROM CLEARING	2,468.19	
635-111100				CASH		2,468.19
				FUND TOTAL	2,468.19	2,468.19

11/25/2014 14:35

CITY OF BAINBRIDGE ISLAND

P 4

lsteinberg

A/P CASH DISBURSEMENTS JOURNAL

apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001 GENERAL FUND			2,468.19
631 CLEARING FUND		2,468.19	
	TOTAL	2,468.19	2,468.19

** END OF REPORT - Generated by Linda Steinberg **

ACH FA

12/02/2014 10:03 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

|P 1
|apcshdsb

CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

166 12/02/2014 MANL 969 WA ST DEPT OF LICENS 195031 NOV14CPL 11/26/2014 ACHNOVFA 1,077.00
Invoice: NOV14CPL
1,077.00 41654860 586000 CPL NOV14 TRANSMITTAL
GUN PERMIT OUT

CHECK 166 TOTAL: 1,077.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 1,077.00

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	1,077.00

*** GRAND TOTAL *** 1,077.00

12/02/2014 10:03 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

|P 2
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2014 11	287								
APP 650-213000						ACCOUNTS PAYABLE		1,077.00	
11/26/2014	ACHNOVFA	112614				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			1,077.00
11/26/2014	ACHNOVFA	112614				AP CASH DISBURSEMENTS JOURNAL			
						GENERAL LEDGER TOTAL		1,077.00	1,077.00
APP 631-130000						DUE TO/FROM CLEARING		1,077.00	
11/26/2014	ACHNOVFA	112614							
APP 650-130000						DUE TO/FROM CLEARING			1,077.00
11/26/2014	ACHNOVFA	112614							
						SYSTEM GENERATED ENTRIES TOTAL		1,077.00	1,077.00
						JOURNAL 2014/11/287	TOTAL	2,154.00	2,154.00

12/02/2014 10:03
lsteinberg

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 3
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
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631-130000				DUE TO/FROM CLEARING	1,077.00	
635-111100				CASH		1,077.00
				FUND TOTAL	1,077.00	1,077.00
650 AGENCY FUND	2014 11	287	11/26/2014			
650-130000				DUE TO/FROM CLEARING		1,077.00
650-213000				ACCOUNTS PAYABLE	1,077.00	
				FUND TOTAL	1,077.00	1,077.00

12/02/2014 10:03
lsteinberg

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
631	CLEARING FUND	1,077.00	
650	AGENCY FUND		1,077.00
	TOTAL	1,077.00	1,077.00

** END OF REPORT - Generated by Linda Steinberg **

Exc Tax

11/25/2014 14:40 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

|P 1
|apchdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO CHK DATE TYPE VENDOR NAME VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

165 11/26/2014 MANL 124 WA ST DEPT OF REVENU 194913 2014-11 11/26/2014 EFTNOV14 16,340.48
Invoice: 2014-11

34.34 91421351 553000	FINANCE - SEWER - EXTRNL TAXES
3,163.64 91421351 553000	FINANCE - SEWER - EXTRNL TAXES
19.13 91421351 553000	FINANCE - SEWER - EXTRNL TAXES
5.69 91411341 553000	FINANCE - WATER EXTRNL TAXES
3.75 91411341 553000	FINANCE - WATER EXTRNL TAXES
9,625.59 91431383 553000	FINANCE - SSWM - EXTRNL TAXES
3,002.61 91411341 553000	FINANCE - WATER EXTRNL TAXES
378.37 91421351 553000	FINANCE - SEWER - EXTRNL TAXES
14.96 51011217 520000	PD-C/E-PARKING ENF-BEN
10.17 53011212 531100	PD-C/E-PATROL SUPPLIES
5.61 53011212 531100	PD-C/E-PATROL SUPPLIES
31.75 51011217 531100	PD-C/E-PARKING ENF-SUPPLIES
5.13 51011217 531100	PD-C/E-PARKING ENF-SUPPLIES
1.52 51011211 531100	PD-C/E-ADM-SUPPLIES
8.10 54025212 531100	MARINE - SUPPLIES
19.31 54025212 531100	MARINE - SUPPLIES
4.09 81011881 535500	IT - C/E COMPUTER PARTS & EQ
6.72 72011325 531100	ENG - C/E FACIL SUPPLIES

CHECK 165 TOTAL: 16,340.48

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 16,340.48

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	16,340.48

*** GRAND TOTAL *** 16,340.48

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JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2014 11	237	APP 402-213000	11/26/2014	EFTNOV14	112614			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		3,595.48	
APP 635-111100	11/26/2014	EFTNOV14	112614				CASH AP CASH DISBURSEMENTS JOURNAL				16,340.48
APP 401-213000	11/26/2014	EFTNOV14	112614				ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		3,012.05		
APP 403-213000	11/26/2014	EFTNOV14	112614				ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		9,625.59		
APP 001-213000	11/26/2014	EFTNOV14	112614				GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		107.36		
GENERAL LEDGER TOTAL										16,340.48	16,340.48
APP 631-130000	11/26/2014	EFTNOV14	112614				DUE TO/FROM CLEARING		16,340.48		
APP 402-130000	11/26/2014	EFTNOV14	112614				DUE TO/FROM CLEARING				3,595.48
APP 401-130000	11/26/2014	EFTNOV14	112614				DUE TO/FROM CLEARING				3,012.05
APP 403-130000	11/26/2014	EFTNOV14	112614				DUE TO/FROM CLEARING				9,625.59
APP 001-130000	11/26/2014	EFTNOV14	112614				GENERAL - DUE TO/FROM CLEARING				107.36
SYSTEM GENERATED ENTRIES TOTAL										16,340.48	16,340.48
JOURNAL 2014/11/237 TOTAL										32,680.96	32,680.96

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
001 GENERAL FUND	2014 11	237	11/26/2014			
001-130000				GENERAL - DUE TO/FROM CLEARING		107.36
001-213000				GENERAL - ACCOUNTS PAYABLE	107.36	
				FUND TOTAL	107.36	107.36
401 WATER OPERATING FUND	2014 11	237	11/26/2014			
401-130000				DUE TO/FROM CLEARING		3,012.05
401-213000				ACCOUNTS PAYABLE	3,012.05	
				FUND TOTAL	3,012.05	3,012.05
402 SEWER OPERATING FUND	2014 11	237	11/26/2014			
402-130000				DUE TO/FROM CLEARING		3,595.48
402-213000				ACCOUNTS PAYABLE	3,595.48	
				FUND TOTAL	3,595.48	3,595.48
403 STORM & SURFACE WATER FUND	2014 11	237	11/26/2014			
403-130000				DUE TO/FROM CLEARING		9,625.59
403-213000				ACCOUNTS PAYABLE	9,625.59	
				FUND TOTAL	9,625.59	9,625.59
631 CLEARING FUND	2014 11	237	11/26/2014			
631-130000				DUE TO/FROM CLEARING	16,340.48	
635-111100				CASH		16,340.48
				FUND TOTAL	16,340.48	16,340.48

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		107.36
401	WATER OPERATING FUND		3,012.05
402	SEWER OPERATING FUND		3,595.48
403	STORM & SURFACE WATER FUND		9,625.59
631	CLEARING FUND	16,340.48	
	TOTAL	16,340.48	16,340.48

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CASH ACCOUNT: 635			111100	CASH						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
INVOICE DTL DESC										
337296	11/20/2014	PRTD	551 CENTURYLINK	194891	0225NOV14	11/02/2014		M112014	79.87	
Invoice: 0225NOV14						O&M FIRE ALARM MONITORING				
				79.87	91011897 542100	GG-C/E-O&M YARD FAC-PHONE				
				194892	0754NOV14	11/02/2014		M112014	71.94	
Invoice: 0754NOV14						FLETCHER BAY WELL TELEMETRY				
				71.94	91411891 542100	GG-WTR-FAC-PHONE				
				194893	1745NOV14	11/02/2014		M112014	38.49	
Invoice: 1745NOV14						CITY HALL ELEVATOR LINE				
				38.49	91011189 542100	GG-C/E-CITY HALL-PHONE				
				194894	3271NOV14	11/02/2014		M112014	37.48	
Invoice: 3271NOV14						O&M DIAL IN EMERGENCY				
				37.48	91011897 542100	GG-C/E-O&M YARD FAC-PHONE				
				194895	3542NOV14	11/02/2014		M112014	37.48	
Invoice: 3542NOV14						POLICE DIAL IN EMERGENCY				
				37.48	91011215 542100	GG-C/E-PD-PHONE				
				194896	3736NOV14	11/07/2014		M112014	79.87	
Invoice: 3736NOV14						CITY HALL FIRE ALARM				
				79.87	91011189 542100	GG-C/E-CITY HALL-PHONE				
				194897	4110NOV14	11/02/2014		M112014	37.48	
Invoice: 4110NOV14						CITY HALL DIAL IN EMERGENCY				
				37.48	91011189 542100	GG-C/E-CITY HALL-PHONE				
				194898	5100NOV14	11/02/2014		M112014	48.28	
Invoice: 5100NOV14						POLICE BACK DOOR LINE				
				48.28	91011215 542100	GG-C/E-PD-PHONE				
				194899	5211NOV14	11/07/2014		M112014	122.26	
Invoice: 5211NOV14						POLICE PHONE SERVICE				
				122.26	91011215 542100	GG-C/E-PD-PHONE				
				194900	8731NOV14	11/07/2014		M112014	38.29	
Invoice: 8731NOV14						COMMONS FIRE ALARM				
				38.29	91011755 542100	GG-C/E-COMMONS-PHONE				
				194901	9136NOV14	11/07/2014		M112014	89.94	
Invoice: 9136NOV14						CITY HALL SECURITY ALARM				
				89.94	91011189 542100	GG-C/E-CITY HALL-PHONE				
				194902	9791NOV14	11/02/2014		M112014	137.49	
Invoice: 9791NOV14						POLICE T1 MANDUS-CENCOM				
				137.49	91011215 542100	GG-C/E-PD-PHONE				
				194903	9840NOV14	11/07/2014		M112014	50.35	
Invoice: 9840NOV14						HEAD OF BAY WELL TELEMETRY				
				50.35	91411891 542100	GG-WTR-FAC-PHONE				

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CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

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INVOICE DTL DESC

Invoice: 9858NOV14 194904 9858NOV14 11/07/2014 M112014 50.35
SANDS AVE WELL TELEMETRY
50.35 91411891 542100 GG-WTR-FAC-PHONE

CHECK 337296 TOTAL: 919.57

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 919.57

COUNT AMOUNT

TOTAL PRINTED CHECKS 1 919.57

*** GRAND TOTAL *** 919.57

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JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2014 11	195								
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		746.93	
11/20/2014	M112014	112014				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			919.57
11/20/2014	M112014	112014				AP CASH DISBURSEMENTS JOURNAL			
APP 401-213000						ACCOUNTS PAYABLE		172.64	
11/20/2014	M112014	112014				AP CASH DISBURSEMENTS JOURNAL			
						GENERAL LEDGER TOTAL		919.57	919.57
APP 631-130000						DUE TO/FROM CLEARING		919.57	
11/20/2014	M112014	112014							
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			746.93
11/20/2014	M112014	112014							
APP 401-130000						DUE TO/FROM CLEARING			172.64
11/20/2014	M112014	112014							
						SYSTEM GENERATED ENTRIES TOTAL		919.57	919.57
						JOURNAL 2014/11/195	TOTAL	1,839.14	1,839.14

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A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
001 GENERAL FUND	2014 11	195	11/20/2014			
001-130000				GENERAL - DUE TO/FROM CLEARING		746.93
001-213000				GENERAL - ACCOUNTS PAYABLE	746.93	
				FUND TOTAL	746.93	746.93
401 WATER OPERATING FUND	2014 11	195	11/20/2014			
401-130000				DUE TO/FROM CLEARING		172.64
401-213000				ACCOUNTS PAYABLE	172.64	
				FUND TOTAL	172.64	172.64
631 CLEARING FUND	2014 11	195	11/20/2014			
631-130000				DUE TO/FROM CLEARING	919.57	
635-111100				CASH		919.57
				FUND TOTAL	919.57	919.57

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		746.93
401	WATER OPERATING FUND		172.64
631	CLEARING FUND	919.57	
	TOTAL	919.57	919.57

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CASH ACCOUNT: 635 111100 CASH

CHECK NO CHK DATE TYPE VENDOR NAME VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

337297	11/26/2014	PRTD	8084 SCOTT, KENT	194914	BLD20297MIS	11/26/2014	M112614	530.02
Invoice: BLD20297MIS						PCD/REFUND BLD20297MIS		
				405.31	47148	345830	PLAN CHECKING FEES	
				124.71	47148	322110	PLAN'G REVIEW OF BLDG PERMITS	

CHECK 337297 TOTAL: 530.02

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 530.02

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	530.02

*** GRAND TOTAL *** 530.02

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JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2014 11	260								
APP 407-213000						ACCOUNTS PAYABLE		530.02	
11/26/2014	M112614	112614				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			530.02
11/26/2014	M112614	112614				AP CASH DISBURSEMENTS JOURNAL			
						GENERAL LEDGER TOTAL		530.02	530.02
APP 631-130000						DUE TO/FROM CLEARING		530.02	
11/26/2014	M112614	112614							
APP 407-130000						DUE TO/FROM CLEARING			530.02
11/26/2014	M112614	112614							
						SYSTEM GENERATED ENTRIES TOTAL		530.02	530.02
						JOURNAL 2014/11/260	TOTAL	1,060.04	1,060.04

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A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
407	BUILDING & DEVELOPMENT FUND	2014 11	260	11/26/2014			
	407-130000				DUE TO/FROM CLEARING		530.02
	407-213000				ACCOUNTS PAYABLE	530.02	
					FUND TOTAL	530.02	530.02
631	CLEARING FUND	2014 11	260	11/26/2014			
	631-130000				DUE TO/FROM CLEARING	530.02	
	635-111100				CASH		530.02
					FUND TOTAL	530.02	530.02

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|A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
407 BUILDING & DEVELOPMENT FUND			530.02
631 CLEARING FUND		530.02	
	TOTAL	530.02	530.02

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CASH ACCOUNT: 635 111100 CASH

CHECK NO CHK DATE TYPE VENDOR NAME VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

337298 12/10/2014 PRD 5 ACE HARDWARE 194915 29201 11/17/2014 12/07/14 46.18
Invoice: 29201 PW/HEXKEY SETS X 2

46.18 73421355 531100 WIN COLL-SUPPLIES

Invoice: 29207

194916 29207 11/17/2014 12/07/14 72.12

PW/MISC HARDWARE
O&M-C/E-CH FAC-SUPPLIES

72.12 73011183 531100

Invoice: 29229

194917 29229 11/19/2014 12/07/14 12.59

PW/BLACKTOP SEALER
WIN COLL-SUPPLIES

12.59 73421355 531100

CHECK 337298 TOTAL: 130.89

337299 12/10/2014 PRD 863 INTERSTATE BATTERIES 194918 21074911 11/06/2014 12/07/14 124.73
Invoice: 21074911 PW/BATTERY-EQ#143-LOVEL LIFT

124.73 73421355 531100 WIN COLL-SUPPLIES

CHECK 337299 TOTAL: 124.73

337300 12/10/2014 PRD 43 ANS OF WASHINGTON 194920 11/20/2014 11/20/2014 12/07/14 125.00
Invoice: 11/20/2014 FIN/NOTARY TRAINING-LL

125.00 41011144 443410 FIN - C/E TRAINING

CHECK 337300 TOTAL: 125.00

337301 12/10/2014 PRD 2922 ARXCIS INC 194919 997406 11/13/2014 12/07/14 420.00
Invoice: 997406 PW/Crane INSPECTION

420.00 73011897 541100 O&M-C/E-PWYD FAC-PROF SVCS

CHECK 337301 TOTAL: 420.00

337302 12/10/2014 PRD 55 BAINBRIDGE ISLAND RE 195041 601062 11/21/2014 12/07/14 74.38
Invoice: 601062 PCD/LEGL AD-DEVENNY NOI

74.38 63470586 544000 CUR - DEV ZONING ADVERTISING

Invoice: 601064

195042 601064 11/21/2014 12/07/14 105.07

PCD/LEGAL AD-FREESTONE VAR
CUR - DEV ZONING ADVERTISING

105.07 63470586 544000

Invoice: 601069

195043 601069 11/21/2014 12/07/14 94.44

PCD/LEGAL AD-HATLEVEIT NOA
CUR - DEV ZONING ADVERTISING

94.44 63470586 544000

Invoice: 601072

195044 601072 11/21/2014 12/07/14 79.10

PCD/LEGAL AD-SUNDBERG NOI
CUR - DEV ZONING ADVERTISING

79.10 63470586 544000

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CASH ACCOUNT: 635 111100 CASH

CHECK NO CHK DATE TYPE VENDOR NAME VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

CHECK 337302 TOTAL: 352.99

337303 12/10/2014 PRD 5412 BENEFIT ADMINISTRATI 195032 1411518 11/20/2014 12/07/14 170.50
Invoice: 1411518

2014 FLEX PLAN

13.64 21011125 520000 COURT - BENEFITS
40.92 31011131 520000 EXEC - C/E BENEFITS
22.17 41011141 520000 FIN - C/E ADMIN BENEFITS
17.05 51011211 520000 PD-C/E ADMIN-BENEFITS
15.35 61011581 520000 PCD - C/E ADMIN BENEFITS
40.92 71011321 520000 PW - C/E BENEFITS
20.45 81011881 520000 IT - C/E ADMIN BENEFITS

CHECK 337303 TOTAL: 170.50

337304 12/10/2014 PRD 64 BAINBRIDGE ISLAND AR 194921 1269 11/01/2014 12/07/14 715.00
Invoice: 1269

EX/CURRENTS ADVERTIS-WINTER
EXEC-C/E-OUTREACH-ADV

715.00 31011572 542450

CHECK 337304 TOTAL: 715.00

337305 12/10/2014 PRD 4751 BLUEBEAM SOFTWARE IN 194923 69936 11/25/2014 12/07/14 330.00
Invoice: 69936

IT/CAD SOFTWARE AN MAINT
IT - C/E COMPUTER SUPPORT

330.00 81011881 548500

CHECK 337305 TOTAL: 330.00

337306 12/10/2014 PRD 7872 NORTHERN TOOL & EQUI 194922 31768135 11/19/2014 12/07/14 107.77
Invoice: 31768135

PW/ADJUST FLOW CONTROL
O&M-STREET-DIS RESPON-SUPPLIES

107.77 73111252 531100

CHECK 337306 TOTAL: 107.77

337307 12/10/2014 PRD 853 KATHRYN M CARRUTHERS 194979 11/17/2014 11/17/2014 12/07/14 200.00
Invoice: 11/17/2014

CRT/PRO TEM-4 HRS
COURT - JUDGE PRO TEMPORE SVCS

200.00 21011125 541210

CHECK 337307 TOTAL: 200.00

337308 12/10/2014 PRD 551 CENTURYLINK 195033 0399NOV14 11/23/2014 12/07/14 2,507.05
Invoice: 0399NOV14

CITYWIDE PHONE SERVICE
GG-WWTP-TELEPHONE/FAX
GG-WTR-FAC-PHONE
GG-C/E-COMMONS-PHONE
GG-C/E-CITY HALL-PHONE
GG-C/E-O&M YARD FAC-PHONE
GG-C/E-COURT BLDG-PHONE

1,526.27 91425358 542100
610.92 91411891 542100
44.91 91011755 542100
89.92 91011189 542100
151.17 91011897 542100
42.60 91011255 542100

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CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC

41.26 91011215 542100

GG-C/E-PD-PHONE

CHECK 337308 TOTAL: 2,507.05

337309 12/10/2014 PRD 6129 CHIEF
Invoice: 162324

195016 162324

11/11/2014 12/07/14

60.33

POL/UNIFORM PANT/838

60.33 51011211 520000

PD-C/E ADMIN-BENEFITS

CHECK 337309 TOTAL: 60.33

337310 12/10/2014 PRD 634 CITY OF BAINBRIDGE I
Invoice: BLD20462SOL

194925 BLD20462SOL

11/21/2014 12/07/14

288.01

PW/SR CTR SOLAR 20462SOL

288.01 73311473 64980000703 SEN CENTER SOLAR PANELS-PERMIT

CHECK 337310 TOTAL: 288.01

337311 12/10/2014 PRD 634 CITY OF BAINBRIDGE I
Invoice: 11/20/2014

194926 11/20/2014

11/20/2014 12/07/14

225.00

POL/EVENT PERMIT-PRK DEP

25.00 01136 362400

FACILITIES RENTALS-SHORT TERM

200.00 62238 386000

PARK/DOCK USE DEPOSIT

CHECK 337311 TOTAL: 225.00

337312 12/10/2014 PRD 460 CITY OF BI - PETTY C
Invoice: 44930

195000 44930

11/04/2014 12/07/14

6.69

EX/CLEANING SUPPLIES-ROZ

6.69 31011131 531100

EXEC - C/E SUPPLIES

195001 44931

11/12/2014 12/07/14

.21

USPS POSTAGE DUE

Invoice: 44931

.21 91011189 542500

GG-C/E-CITY HALL-POSTAGE

195002 44932

11/19/2014 12/07/14

6.45

ENG/BUCKETS-HILL

Invoice: 44932

6.45 72431831 531100

ENG - SSWM ADM SUPPLIES

195003 44933

11/19/2014 12/07/14

8.50

ENG/WORKGROUP BRIDGE/PRKG

Invoice: 44933

8.50 72431831 443410

ENG - SSWM ADM TRAINING

195004 44934

11/25/2014 12/07/14

6.49

PW/POSTAGE REIMB-BERRY

Invoice: 44934

6.49 91011189 542500

GG-C/E-CITY HALL-POSTAGE

CHECK 337312 TOTAL: 28.34

12/03/2014 07:46 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC

INVOICE NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
337313	12/10/2014	PRTD	103 CITY OF BAINBRIDGE I	194924	2120229	11/20/2014		12/07/14	157.48
Invoice: 2120229									
				28.16	73111290 531100	SANDS AVE WELL WATER USE			
				44.85	73421355 531100	O&M-STREET-MAINT O/H-SUPPLIES			
				84.47	73431835 531100	WIN COLL-SUPPLIES			
						OFFICE SUPPLIES			
CHECK 337313 TOTAL:									157.48
337314	12/10/2014	PRTD	6920 COMCAST	195017	11/20/2014	11/20/2014	21400034	12/07/14	11.45
Invoice: 11/20/2014									
				11.45	51011211 545000	POL/HD XFINITY CONVERTER BOX			
						PD-C/E-ADMIN RENTS/LEASE			
CHECK 337314 TOTAL:									11.45
337315	12/10/2014	PRTD	142 COPIERS NORTHWEST IN	194980	INV1119321	11/13/2014		12/07/14	133.85
Invoice: INV1119321									
				133.85	21011125 545000	CRT/IR3235I COPIER LEASE			
						COURT - RENTS & LEASES - OPER			
337315	12/10/2014	PRTD	142 COPIERS NORTHWEST IN	194981	INV1119322	11/13/2014		12/07/14	29.61
Invoice: INV1119322									
				29.61	21011125 548100	CRT/IR3235I COPIER MAINT			
						COURT - REPAIRS			
CHECK 337315 TOTAL:									163.46
337316	12/10/2014	PRTD	7016 CUSTOM PRINTING	194927	4522	11/17/2014		12/07/14	79.13
Invoice: 4522									
				39.57	65470597 531100	PCD/BUSINESS CARDS-CC, GV			
				39.56	63470588 531100	CODE - DEV OFFICE SUPPLIES			
						CUR - DEV DEV PLAN OFC SUPPLY			
CHECK 337316 TOTAL:									79.13
337317	12/10/2014	PRTD	5060 DARREL EMEL'S TREE S	195009	4598	11/10/2014		12/07/14	2,364.23
Invoice: 4598									
				2,364.23	73111427 548100	PW/TAKE DOWN ALDER-NEWBRKL			
						O&M-ACCESS RDSIDE R&M			
337317	12/10/2014	PRTD	5060 DARREL EMEL'S TREE S	195010	4617	11/17/2014		12/07/14	2,907.73
Invoice: 4617									
				2,907.73	73111427 548100	PW/TAKE DOWN CEDAR-PT WHITE			
						O&M-ACCESS RDSIDE R&M			
CHECK 337317 TOTAL:									5,271.96
337318	12/10/2014	PRTD	7144 DTMICRO, INC	194928	2111	11/15/2014		12/07/14	135.88
Invoice: 2111									
				135.88	91011215 542100	IT/ILEADS CONN-KC DEC14			
						GG-C/E-PD-PHONE			

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CASH ACCOUNT: 635 111100 CASH

CHECK NO CHK DATE TYPE VENDOR NAME VOUCHER INVOICE INV DATE PO CHECK RUN NET

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CHECK 337318 TOTAL: 135.88

337319 12/10/2014 PRD 4437 JOHN M ELLSWORTH CO 194929 0381802-IN 11/11/2014 12/07/14 395.82
Invoice: 0381802-IN PW/DSL NOZZLE PUMP

395.82 73434438 66400000517 CAP EQ REPLACEMENT-SSWM

CHECK 337319 TOTAL: 395.82

337320 12/10/2014 PRD 2342 ENVIRONMENTAL SCIENC 195034 110935 11/06/2014 21400114 12/07/14 4,561.14
Invoice: 110935 EAGLE HRBR BCH MAIN MONITORING

4,561.14 72423434 64110000471 BEACH MAIN REPL DES-CAP ENG

CHECK 337320 TOTAL: 4,561.14

337321 12/10/2014 PRD 5681 SANDY L FRANCIS 194982 11/18/2014 11/18/2014 12/07/14 270.16
Invoice: 11/18/2014 CRT/INVESTIGATIVE SERVICES

270.16 21011125 541100 COURT - PROFESSIONAL SERVICES

CHECK 337321 TOTAL: 270.16

337322 12/10/2014 PRD 7570 GRANITE CONSTRUCTION 194933 PAYREQ2-658 11/19/2014 21400113 12/07/14 252,946.25
Invoice: PAYREQ2-658 MADISON AVENUE OVERLAY

252,946.25 72321953 66300000658 MAD AVE OVERLAY-CONSTR

CHECK 337322 TOTAL: 252,946.25

337323 12/10/2014 PRD 6765 GREY CHEVROLET 195011 6040184/1 11/10/2014 12/07/14 167.78
Invoice: 6040184/1 PW/STUCK KEY REPAIR-VEH#31

167.78 73421355 548100 WIN COLL-R&M

CHECK 337323 TOTAL: 167.78

337324 12/10/2014 PRD 5275 GROUP HEALTH COOPERA 194932 74007371 11/01/2014 12/07/14 190.00
Invoice: 74007371 PW/CDL EXAMS-KF, RN

95.00 73111290 520000 O&M-STREET-MAINT O/H-BENEFITS
95.00 73431835 520000 BENEFITS

CHECK 337324 TOTAL: 190.00

337325 12/10/2014 PRD 5754 HEATH AND ASSOCIATES 194934 6426 11/19/2014 12/07/14 6,750.00
Invoice: 6426 PCD/PLN50074 TRAF IMP-DENOVA

6,750.00 65538 38600000197 TRAFFIC ANALYSIS-3PARTY-RECEIP

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CASH ACCOUNT: 635 111100 CASH

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INVOICE DTL DESC

						CHECK	337325 TOTAL:	6,750.00
337326	12/10/2014	PRTD	1079 INT'L MUNICIPAL SIGN	194937	58661-2015	11/20/2014	12/07/14	75.00
		Invoice: 58661-2015				PW/2015 DUES/ROGER		
				75.00	73011483 549100	O&M-C/E-MECH SHOP-LIC/DUES		
				194938	54047-2015	11/20/2014	12/07/14	75.00
		Invoice: 54047-2015				PW/2015 DUES/BIDLENCIK		
				75.00	73011483 549100	O&M-C/E-MECH SHOP-LIC/DUES		
						CHECK	337326 TOTAL:	150.00
337327	12/10/2014	PRTD	8083 JAMES FALCONER REID	194930	14-045	11/24/2014	12/07/14	3,325.00
		Invoice: 14-045				HR/CM PERFORMANCE APPRAISAL		
				3,325.00	33011161 541100	HR-C/E-PROF SVCS		
						CHECK	337327 TOTAL:	3,325.00
337328	12/10/2014	PRTD	7961 KATY BIGELOW, ARBORI	195006	3495	11/13/2014	12/07/14	250.00
		Invoice: 3495				PW/WILLOW TREE ASSESSMENT		
				250.00	73111427 54110000214	ARBORIST-O&M-STREET-PRO SVCS		
				195007	3506	11/24/2014	12/07/14	281.25
		Invoice: 3506				PW/ASSESS TREES-3 LOCATIONS		
				125.00	73111427 54110000214	ARBORIST-O&M-STREET-PRO SVCS		
				186.25	73111427 54110000214	ARBORIST-O&M-STREET-PRO SVCS		
						CHECK	337328 TOTAL:	531.25
337329	12/10/2014	PRTD	2306 KITSAP COUNTY PROSEC	194939	2014-12	11/24/2014	12/07/14	7,801.33
		Invoice: 2014-12				KC PROSECUTING ATTORNEY 2014		
				7,801.33	32011521 541112	LGL-CRIMINA-OUTSIDE PROSECUTOR		
						CHECK	337329 TOTAL:	7,801.33
337330	12/10/2014	PRTD	1496 KITSAP COUNTY SEWER	194940	25084-BLAKELY	11/20/2014	12/07/14	700.00
		Invoice: 25084-BLAKELY				DEC14/14 BLAKELY		
				700.00	73426356 551000	SIS-SD#7 PROCESSING CHGS		
				194941	25084-LYNWOOD	11/20/2014	12/07/14	2,795.00
		Invoice: 25084-LYNWOOD				DEC14/LYNWOOD		
				2,795.00	73426356 551000	SIS-SD#7 PROCESSING CHGS		
				194942	25084-SIS	11/20/2014	12/07/14	8,600.00
		Invoice: 25084-SIS				DEC14/167 SIS		
				8,600.00	73426356 551000	SIS-SD#7 PROCESSING CHGS		

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CASH ACCOUNT: 635 111100 CASH

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INVOICE DTL DESC

194943 25084-BLOSSOM 11/20/2014 21400016 12/07/14 985.00

Invoice: 25084-BLOSSOM

DEC14/BLOSSOM HILL

985.00 73426356 551000 SIS-SD#7 PROCESSING CHGS

CHECK 337330 TOTAL: 13,080.00

337331 12/10/2014 PRD 338 KITSAP COUNTY SHERIF 195018 JAIL HOUSING-SEP2014 11/17/2014 21400054 12/07/14 4,267.72

Invoice: JAIL HOUSING-SEP2014

POL/PRISONER BOARD

4,267.72 51011236 551000 POLICE - C/E PRISONER DETENT'N

195019 JAIL MEDICAL-SEP2014 11/17/2014 21400054 12/07/14 48.75

Invoice: JAIL MEDICAL-SEP2014

POL/PRISONER MEDS

48.75 51011236 551000 POLICE - C/E PRISONER DETENT'N

CHECK 337331 TOTAL: 4,316.47

337332 12/10/2014 PRD 1971 KELLEY IMAGING SYSTE 194935 16132295 11/14/2014 12/07/14 264.21

Invoice: 16132295

PCD/4540C COPIER LEASE/FAX BD

264.21 61470581 545000 PCD - DEV ADMIN RENTS & LEASES

CHECK 337332 TOTAL: 264.21

337333 12/10/2014 PRD 1010 PAUL L KING 194944 43606 11/13/2014 12/07/14 103.27

Invoice: 43606

PW/TIMBERLINE LOCK SETS

103.27 73011183 548100 O&M-C/E-CH FAC-REPAIRS

CHECK 337333 TOTAL: 103.27

337334 12/10/2014 PRD 309 KITSAP TIRE CENTER I 195012 191650 11/10/2014 12/07/14 3,703.17

Invoice: 191650

PW/TIRES/WHEEL SWITCH-VEH#1

740.63 73111423 548100 REPAIRS & MAINTENANCE

2,962.54 73111427 548100 O&M-ACCESS RDSIDE R&M

CHECK 337334 TOTAL: 3,703.17

337335 12/10/2014 PRD 8082 KRATZER, CHARLIE 194945 11/19/14 11/19/2014 12/07/14 34.99

Invoice: 11/19/14

ENG/VOLUNTEER BOOT REIMB

34.99 72431835 53110000451 MONITORING-SUPPLIES

CHECK 337335 TOTAL: 34.99

337336 12/10/2014 PRD 6577 LAKESIDE INDUSTRIES 194960 PAYREQ1-597 11/20/2014 21400133 12/07/14 128,027.85

Invoice: PAYREQ1-597

SR305 SHOULDER WIDENING - IMPR

128,027.85 72334953 66300000597 SR305 SHOULDER/VINEYARD-CONSTR

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CASH ACCOUNT: 635 111100 CASH
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CHECK 337336 TOTAL: 128,027.85

337337 12/10/2014 PRD 6789 LAMB'S OFFICE SUPPLY 194947 0001790-001 11/07/2014 12/07/14 28.33
Invoice: 0001790-001

28.33 41011141 531100

FIN/LEGAL FOLDERS
FIN - C/E ADMIN SUPPLIES

Invoice: 0001797-001

194983 0001797-001

11/08/2014

12/07/14

284.49

CRT/MISC OFFICE SUPPLIES

284.49 21011125 531100

COURT - SUPPLIES

Invoice: 0001797-002

194984 0001797-002

11/12/2014

12/07/14

194.34

CRT/TAPE/BRT DR250 DRUM

194.34 21011125 531100

COURT - SUPPLIES

Invoice: 0001910-001

195020 0001910-001

11/24/2014

12/07/14

235.54

POL/COPY PAPER/1 COLOR PAPER

235.54 51011211 531100

PD-C/E-ADM-SUPPLIES

CHECK 337337 TOTAL: 742.70

337338 12/10/2014 PRD 7849 LAW OFFICE OF THOMAS 195040 11/25/14 11/25/2014 21400013 12/07/14 4,291.63
Invoice: 11/25/14

4,291.63 32011281 541113

PUBLIC DEFENDER SERVICES 2014
LGL-C/E-PUBLIC DEF-OUTSIDE ATT

CHECK 337338 TOTAL: 4,291.63

337339 12/10/2014 PRD 6917 GROVER DYKES AUTO GR 195015 146908 10/27/2014 21400076 12/07/14 26,728.63
Invoice: 146908

26,728.63 73434438 66400000517 CAP EQ REPLACEMENT-SSWM

SSWM VEHICLE 71 REPLACEMENT

CHECK 337339 TOTAL: 26,728.63

337340 12/10/2014 PRD 7970 LUNT, JOHN 194948 103014-005 07/31/2014 12/07/14 412.50
Invoice: 103014-005

412.50 31011572 541100

EX/COBI BUDGET ICONS/LAYOUT
EXEC-C/E-OUTREACH-PROF SVCS

Invoice: 103014-006

194949 103014-006

07/31/2014

12/07/14

150.00

EX/CURRENTS AD

150.00 31011572 541100

EXEC-C/E-OUTREACH-PROF SVCS

CHECK 337340 TOTAL: 562.50

337341 12/10/2014 PRD 6454 MAP LTD 195035 27835 11/20/2014 21400000 12/07/14 6,860.00
Invoice: 27835

6,860.00 72433438 64110000662 WARDWELL RECONSTR-DESIGN

WARDWELL - DESIGN

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CHECK 337341 TOTAL: 6,860.00

337342 12/10/2014 PRD 4749 PARFITT WAY MANAGEME 194950 1206 11/22/2014 12/07/14 214.20
Invoice: 1206
214.20 33011161 531100 HR/ROOM RENTAL/FOOD/BEV
HR-C/E-SUPPLIES

CHECK 337342 TOTAL: 214.20

337343 12/10/2014 PRD 360 PROBUILD COMPANY LLC 194951 1544377 10/27/2014 12/07/14 165.07
Invoice: 1544377
165.07 73435838 531100 PW/VISQUEEN/KNIFE/SCISSORS
O&M-DECANT-SUPPLIES

Invoice: 1544379
194952 1544379 10/27/2014 12/07/14 114.12
114.12 73435838 531100 PW/20 X 100 VISQUEEN
O&M-DECANT-SUPPLIES

Invoice: 154473
194953 154473 10/29/2014 12/07/14 -146.73
-146.73 73435838 531100 PW/RETURN 24 X 100 VISQUEEN
O&M-DECANT-SUPPLIES

CHECK 337343 TOTAL: 132.46

337344 12/10/2014 PRD 4698 PUBLIC SAFETY CENTER 195021 5555922 11/06/2014 12/07/14 359.76
Invoice: 5555922
359.76 53011560 531100 POL/BIOHAZARD WIPES
POLICE - C/E PATROL EP OFC SUP

Invoice: 5556897
195022 5556897 11/10/2014 12/07/14 210.00
210.00 53011560 531100 POL/EXAM GLOVES
POLICE - C/E PATROL EP OFC SUP

CHECK 337344 TOTAL: 569.76

337345 12/10/2014 PRD 1205 PUGET SOUND ENERGY 194999 710NOV14 11/20/2014 12/07/14 199.10
Invoice: 710NOV14
199.10 91421355 547100 VILLAGE CTR LIFT STATION
GG-SWR-ELECTRIC

CHECK 337345 TOTAL: 199.10

337346 12/10/2014 PRD 7435 KANMAN INC 194954 22114475 11/01/2014 12/07/14 180.00
Invoice: 22114475
90.00 73435838 545000 PW/UNITS-SHOP/DECANT FACIL
O&M-DECANT-RENTS
90.00 73011897 545000 O&M-C/E-PWYD FAC-RENTS

Invoice: 22114476
194955 22114476 11/01/2014 12/07/14 90.00
90.00 73011768 545000 PW/UNIT-PRITCHARD PARK
O&M-C/E-PARKS-OP LEASES

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CASH ACCOUNT: 635 111100 CASH
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CHECK 337346 TOTAL: 270.00

337347 12/10/2014 PRD 557 RELIABLE STORAGE BAI 195045 12588 12/02/2014 12/07/14 484.00
Invoice: 12588 PCD/DEC14 RENTAL UNIT M007,8
484.00 61470581 545000 PCD - DEV ADMIN RENTS & LEASES

CHECK 337347 TOTAL: 484.00

337348 12/10/2014 PRD 7385 CHARLES P. SHANE 194985 000785 11/17/2014 12/07/14 250.00
Invoice: 000785 CRT/PUBLIC DEFEND SVC-17539302
250.00 32011281 541113 LGL-C/E-PUBLIC DEF-OUTSIDE ATT

Invoice: 000786 194986 000786 11/17/2014 12/07/14 93.75
CRT/PUBLIC DEFEND SVC-C10926
93.75 32011281 541113 LGL-C/E-PUBLIC DEF-OUTSIDE ATT

Invoice: 000787 194987 000787 11/17/2014 12/07/14 75.00
CRT/PUBLIC DEFEND SVC-15307109
75.00 32011281 541113 LGL-C/E-PUBLIC DEF-OUTSIDE ATT

Invoice: 000788 194988 000788 11/17/2014 12/07/14 62.25
CRT/PUBLIC DEFEND SVC-15078209
62.25 32011281 541113 LGL-C/E-PUBLIC DEF-OUTSIDE ATT

Invoice: 000793 194989 000793 11/17/2014 12/07/14 250.00
CRT/PUBLIC DEFEN SVC-22041301
250.00 32011281 541113 LGL-C/E-PUBLIC DEF-OUTSIDE ATT

CHECK 337348 TOTAL: 731.00

337349 12/10/2014 PRD 601 SOUND REPROGRAPHICS 195036 31469 11/25/2014 12/07/14 13.04
Invoice: 31469 ENG/LAMINATE CLOSURE SIGN
13.04 72111421 53110000222 STREET-ROADS PRES-SUPPLIES

CHECK 337349 TOTAL: 13.04

337350 12/10/2014 PRD 2467 STAPLES ADVANTAGE 194956 3247403602 11/01/2014 12/07/14 540.34
Invoice: 3247403602 FIN/ERGOTRON WORKSTATION
540.34 41011141 531100 FIN - C/E ADMIN SUPPLIES

Invoice: 3247403603 194957 3247403603 11/01/2014 12/07/14 39.12
FIN/HEADPHONES
39.12 41011141 531100 FIN - C/E ADMIN SUPPLIES

Invoice: 3247403604 194958 3247403604 11/01/2014 12/07/14 56.63
FIN/KLEENEX TISSUES
56.63 41011141 531100 FIN - C/E ADMIN SUPPLIES

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CHECK NO CHK DATE TYPE VENDOR NAME

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Invoice: 3247403605
194959 3247403605 11/01/2014 12/07/14 116.93
FIN/ENVELOPES/BATT/LABELS
116.93 41011141 531100 FIN - C/E ADMIN SUPPLIES

CHECK 337350 TOTAL: 753.02

337351 12/10/2014 PRTD 5730 SUMMIT LAW GROUP 194961 70244 11/20/2014 12/07/14 6,218.80
Invoice: 70244 LEGAL/PAULSON/BONKOWSKI
6,218.80 32011152 54111100655 PAULSON/FORTNER PRR SUIT-LEGAL

Invoice: 70455
194962 70455 11/20/2014 12/07/14 1,846.00
LEGAL/BARGAINING
1,846.00 32011152 54111000274 LABOR NEGOTIATION SVCS

Invoice: 70456
194963 70456 11/20/2014 12/07/14 338.00
LEGAL/GENERAL
338.00 32011152 541110 LGL-C/E-CIVIL-GEN'L OUTSIDE AT
CHECK 337351 TOTAL: 8,402.80

337352 12/10/2014 PRTD 6746 SYMBOL ARTS 195024 0223556-IN 11/12/2014 12/07/14 48.00
Invoice: 0223556-IN POL/RETROFIT BADGE/801
48.00 51011211 531100 PD-C/E-ADM-SUPPLIES

Invoice: 0223564-IN
195025 0223564-IN 11/12/2014 12/07/14 48.00
POL/RETROFIT BADGE/801
48.00 51011211 531100 PD-C/E-ADM-SUPPLIES
CHECK 337352 TOTAL: 96.00

337353 12/10/2014 PRTD 6714 TOSHIBA FINANCIAL SE 194964 16132296 11/14/2014 12/07/14 329.37
Invoice: 16132296 PCD/6550C COPIER LEASE
329.37 61470581 545000 PCD - DEV ADMIN RENTS & LEASES

Invoice: 161438225
195037 161438225 11/17/2014 12/07/14 229.16
ENG/4540C COPIER LEASE
229.16 72011321 545000 ENG - C/E ADMIN RENTS & LEASES
CHECK 337353 TOTAL: 558.53

337354 12/10/2014 PRTD 8010 TOVAR, JOSEPH 195046 1409-4 11/30/2014 21400140 12/07/14 2,023.35
Invoice: 1409-4 2016 COMP PLAN CONSULTING
2,023.35 61011582 54245000700 COMP PLAN UPDATE-COMM OUTREACH

CHECK 337354 TOTAL: 2,023.35

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CASH ACCOUNT: 635 111100 CASH

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337355	12/10/2014	PRTD	560 TWISS ANALYTICAL INC	194965	14-73239	11/04/2014		12/07/14	266.80
			Invoice: 14-73239						

PW/ROCKAWAY WTR TESTING
266.80 73415345 54110000391 LAB SVCS-WATER ROCKAWAY

				194966	14-73364	11/11/2014		12/07/14	38.64
			Invoice: 14-73364						

PW/WINSLOW WTR TESTING
38.64 73411345 54110000391 LAB SVCS-WATER

				194967	14-73365	11/11/2014		12/07/14	19.32
			Invoice: 14-73365						

PW/ROCKAWAY WTR TESTING
19.32 73415345 54110000391 LAB SVCS-WATER ROCKAWAY

				194968	14-73366	11/11/2014		12/07/14	19.32
			Invoice: 14-73366						

PW/O&M WTR TESTING
19.32 73011897 54110000391 LAB SVCS-PW YARD FAC

				194969	14-73407	11/11/2014		12/07/14	41.40
			Invoice: 14-73407						

PW/COBI BIOSOLIDS
41.40 73425358 54110000391 LAB & TESTING SVCS-WWTP

CHECK 337355 TOTAL: 385.48

337356	12/10/2014	PRTD	518 WA ST CRIMINAL JUSTI	195027	20114309	11/21/2014		12/07/14	75.00
			Invoice: 20114309						

POL/INSTRUCTOR TRAINING/821
75.00 53011212 443410 POLICE - C/E PATROL TRAINING

CHECK 337356 TOTAL: 75.00

337357	12/10/2014	PRTD	938 WA ST DEPT OF HEALTH	194990	005801-2015	11/24/2014		12/07/14	42.00
			Invoice: 005801-2015						

PW/2015 WTRWKS CERT/FRANTZ
42.00 73637892 549100 O&M-ALLOC-WTR-DUES/SUBSCR

				194991	006115-2015	11/24/2014		12/07/14	42.00
			Invoice: 006115-2015						

PW/2015 WTRWKS CERT/OTTE
42.00 73637892 549100 O&M-ALLOC-WTR-DUES/SUBSCR

				194992	007327-2015	11/24/2014		12/07/14	42.00
			Invoice: 007327-2015						

PW/2015 WTRWKS CERT/KRAMER
42.00 73637892 549100 O&M-ALLOC-WTR-DUES/SUBSCR

				194993	008184-2015	11/24/2014		12/07/14	42.00
			Invoice: 008184-2015						

PW/2015 WTRWKS CERT/MUELLER
42.00 73637892 549100 O&M-ALLOC-WTR-DUES/SUBSCR

				194994	010465-2015	11/24/2014		12/07/14	42.00
			Invoice: 010465-2015						

PW/2015 WTRWKS CERT/DILLON
42.00 73637892 549100 O&M-ALLOC-WTR-DUES/SUBSCR

				194995	012104-2015	11/24/2014		12/07/14	42.00
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Invoice: 012104-2015

42.00 73637892 549100

PW/2015 WTRWKS CERT/CLAIBORNE
O&M-ALLOC-WTR-DUES/SUBSCR

CHECK 337357 TOTAL: 252.00

337358 12/10/2014 PRD 7420 WA ST DEPT OF ENTERP 194971 7116229

Invoice: 7116229

135.00 63011586 443410

11/03/2014 12/07/14
PCD/EFFECTIVE MTG MGMT-KT
CUR - C/E TRAINING TRAVEL

135.00

CHECK 337358 TOTAL: 135.00

337359 12/10/2014 PRD 5271 WASHINGTON WATER SER 194970 0131710-NOV14

Invoice: 0131710-NOV14

123.37 91435838 547500

11/19/2014 12/07/14
NOV14 WATER/DECANT FACILITY
GG-DECANT-WATER/SEWER

123.37

CHECK 337359 TOTAL: 123.37

337360 12/10/2014 PRD 6860 WCI

Invoice: 143041885

194972 143041885

770.61 41637891 542100

10/31/2014 12/07/14
CITYWIDE PHONE SERVICE
FIN - ALLOC TELEPHONE

770.61

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337361 12/10/2014 PRD 4819 WEST PAYMENT CENTER 194996 830688110

Invoice: 830688110

260.34 21011125 549100

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CRT/EVIDENCE HANDBK SUBSCRIPT
COURT-DUES/SUBSCR/MEMBERSHIPS

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Invoice: 830668554

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574.25 32011152 549100

11/01/2014 12/07/14
LEGAL/DATA INFO CHARGES
LEGAL-C/E-DUES & SUBSCR SVCS

574.25

CHECK 337362 TOTAL: 574.25

337363 12/10/2014 PRD 499 WESTBAY AUTO PARTS I 194973 006348

Invoice: 006348

22.21 990 141100

11/04/2014 12/07/14
PW/PLATINUM FILTER KIT
MERCHANDISE

22.21

194974 008201

121.61 53011212 531100

11/10/2014 12/07/14
PW/RADIATOR VEH#117
PD-C/E-PATROL SUPPLIES

121.61

194975 009908

115.06 52011212 531100

11/17/2014 12/07/14
PW/BATTERY-POL VEH#184
POLICE - C/E INVEST SUPPLIES

115.06

Invoice: 009908

CASH ACCOUNT: 635111100CASH

CHECK NOCHK DATETYPE VENDOR NAMEVOUCHER INVOICEINV DATEPOCHECK RUNNET

INVOICE DTL DESC

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	87.82	73111264	531100	O&M-STREET-TRAF CONTROL-SUPPLY	
Invoice: 009893	195028	009893	11/17/2014	12/07/14	27.33
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337364 12/10/2014 PR	TD	5128 WHITNEY EQUIPMENT CO	194977	77152	10/28/2014	12/07/14	986.46
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986.46 73411345 548100					REPAIRS & MAINTENANCE		
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NUMBER OF CHECKS 68 *** CASH ACCOUNT TOTAL *** 502,141.53

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	68	502,141.53

*** GRAND TOTAL *** 502,141.53

12/03/2014 07:46 |CITY OF BAINBRIDGE ISLAND
lsteinberg |A/P CASH DISBURSEMENTS JOURNAL

|P 15
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: lsteinberg

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2014 12	26								
APP 402-213000						ACCOUNTS PAYABLE		19,804.04	
12/10/2014	12/07/14	121014				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			502,141.53
12/10/2014	12/07/14	121014				AP CASH DISBURSEMENTS JOURNAL			
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		45,223.53	
12/10/2014	12/07/14	121014				AP CASH DISBURSEMENTS JOURNAL			
APP 407-213000						ACCOUNTS PAYABLE		1,509.70	
12/10/2014	12/07/14	121014				AP CASH DISBURSEMENTS JOURNAL			
APP 101-213000						STREETS - ACCOUNTS PAYABLE		9,838.17	
12/10/2014	12/07/14	121014				AP CASH DISBURSEMENTS JOURNAL			
APP 401-213000						ACCOUNTS PAYABLE		1,922.14	
12/10/2014	12/07/14	121014				AP CASH DISBURSEMENTS JOURNAL			
APP 301-213000						ACCOUNTS PAYABLE		381,262.11	
12/10/2014	12/07/14	121014				AP CASH DISBURSEMENTS JOURNAL			
APP 622-213000						ACCOUNTS PAYABLE		200.00	
12/10/2014	12/07/14	121014				AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000						ACCOUNTS PAYABLE		34,559.69	
12/10/2014	12/07/14	121014				AP CASH DISBURSEMENTS JOURNAL			
APP 650-213000						ACCOUNTS PAYABLE		6,750.00	
12/10/2014	12/07/14	121014				AP CASH DISBURSEMENTS JOURNAL			
APP 631-213000						ACCOUNTS PAYABLE		1,022.61	
12/10/2014	12/07/14	121014				AP CASH DISBURSEMENTS JOURNAL			
APP 901-213000						ACCOUNTS PAYABLE		49.54	
12/10/2014	12/07/14	121014				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								502,141.53	502,141.53
APP 631-130000						DUE TO/FROM CLEARING		501,118.92	
12/10/2014	12/07/14	121014							
APP 402-130000						DUE TO/FROM CLEARING			19,804.04
12/10/2014	12/07/14	121014							
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			45,223.53
12/10/2014	12/07/14	121014							
APP 407-130000						DUE TO/FROM CLEARING			1,509.70
12/10/2014	12/07/14	121014							
APP 101-130000						STREETS - DUE TO/FROM CLEARING			9,838.17
12/10/2014	12/07/14	121014							
APP 401-130000						DUE TO/FROM CLEARING			1,922.14
12/10/2014	12/07/14	121014							
APP 301-130000						DUE TO/FROM CLEARING			381,262.11
12/10/2014	12/07/14	121014							
APP 622-130000						DUE TO/FROM CLEARING			200.00
12/10/2014	12/07/14	121014							
APP 403-130000						DUE TO/FROM CLEARING			34,559.69
12/10/2014	12/07/14	121014							
APP 650-130000						DUE TO/FROM CLEARING			6,750.00

JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
12/10/2014	12/07/14	121014							
APP 901-130000						DUE TO/FROM CLEARING			49.54
12/10/2014	12/07/14	121014							
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JOURNAL 2014/12/26 TOTAL								1,003,260.45	1,003,260.45

12/03/2014 07:46
lsteinberg

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

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|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT			ACCOUNT DESCRIPTION		
001 GENERAL FUND	2014 12	26	12/10/2014		
001-130000			GENERAL - DUE TO/FROM CLEARING		45,223.53
001-213000			GENERAL - ACCOUNTS PAYABLE	45,223.53	
			FUND TOTAL	45,223.53	45,223.53
101 STREET FUND	2014 12	26	12/10/2014		
101-130000			STREETS - DUE TO/FROM CLEARING		9,838.17
101-213000			STREETS - ACCOUNTS PAYABLE	9,838.17	
			FUND TOTAL	9,838.17	9,838.17
301 CAPITAL CONSTRUCTION FUND	2014 12	26	12/10/2014		
301-130000			DUE TO/FROM CLEARING		381,262.11
301-213000			ACCOUNTS PAYABLE	381,262.11	
			FUND TOTAL	381,262.11	381,262.11
401 WATER OPERATING FUND	2014 12	26	12/10/2014		
401-130000			DUE TO/FROM CLEARING		1,922.14
401-213000			ACCOUNTS PAYABLE	1,922.14	
			FUND TOTAL	1,922.14	1,922.14
402 SEWER OPERATING FUND	2014 12	26	12/10/2014		
402-130000			DUE TO/FROM CLEARING		19,804.04
402-213000			ACCOUNTS PAYABLE	19,804.04	
			FUND TOTAL	19,804.04	19,804.04
403 STORM & SURFACE WATER FUND	2014 12	26	12/10/2014		
403-130000			DUE TO/FROM CLEARING		34,559.69
403-213000			ACCOUNTS PAYABLE	34,559.69	
			FUND TOTAL	34,559.69	34,559.69
407 BUILDING & DEVELOPMENT FUND	2014 12	26	12/10/2014		
407-130000			DUE TO/FROM CLEARING		1,509.70
407-213000			ACCOUNTS PAYABLE	1,509.70	
			FUND TOTAL	1,509.70	1,509.70
622 EXPENDABLE TRUST FUND	2014 12	26	12/10/2014		
622-130000			DUE TO/FROM CLEARING		200.00
622-213000			ACCOUNTS PAYABLE	200.00	
			FUND TOTAL	200.00	200.00
631 CLEARING FUND	2014 12	26	12/10/2014		

12/03/2014 07:46
lsteinberg

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

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|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
631-130000				DUE TO/FROM CLEARING	501,118.92	
631-213000				ACCOUNTS PAYABLE	1,022.61	
635-111100				CASH		502,141.53
				FUND TOTAL	502,141.53	502,141.53
650 AGENCY FUND	2014 12	26	12/10/2014			
650-130000				DUE TO/FROM CLEARING		6,750.00
650-213000				ACCOUNTS PAYABLE	6,750.00	
				FUND TOTAL	6,750.00	6,750.00
901 GENERAL LONG TERM DEBT	2014 12	26	12/10/2014			
901-130000				DUE TO/FROM CLEARING		49.54
901-213000				ACCOUNTS PAYABLE	49.54	
				FUND TOTAL	49.54	49.54

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		45,223.53
101	STREET FUND		9,838.17
301	CAPITAL CONSTRUCTION FUND		381,262.11
401	WATER OPERATING FUND		1,922.14
402	SEWER OPERATING FUND		19,804.04
403	STORM & SURFACE WATER FUND		34,559.69
407	BUILDING & DEVELOPMENT FUND		1,509.70
622	EXPENDABLE TRUST FUND		200.00
631	CLEARING FUND	501,118.92	
650	AGENCY FUND		6,750.00
901	GENERAL LONG TERM DEBT		49.54
TOTAL		501,118.92	501,118.92

** END OF REPORT - Generated by Linda Steinberg **

PAYROLL

PAYROLL CHECK RUN: 12 - 5 - 2014

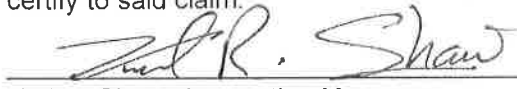
Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	12/5/2014	031818 - 031925	P/R check run - direct deposit	235,761.52
Normal	12/5/2014	106896 - 106900	P/R check run - regular	21,845.00
Vendor	12/5/2014	106901 - 106914	P/R vendor check run	238,457.75
EFTPS	12/5/2014		Federal Tax Electronic Transfer	107,007.58
			TOTAL:	603,071.85

Prepared and Reviewed by:


Deborah Lee

Date 12-4-2014

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Bainbridge Island, and that I am authorized to authenticate and certify to said claim.


Karl R. Shaw, Accounting Manager

Date 12-4-2014

ITEMS DISCUSSED

1. EXECUTIVE SESSION: CURRENT LITIGATION (RCW 42.30.110(1)(i))
2. CALL TO ORDER/ROLL CALL/ PLEDGE OF ALLEGIANCE
3. ACCEPTANCE OR MODIFICATION OF AGENDA/CONFLICT OF INTEREST DISCLOSURE
4. PUBLIC COMMENT
5. CITY MANAGER'S REPORT
6. PUBLIC HEARINGS
 - A. ORDINANCE NO. 2014-34, PROPERTY TAX LEVY FOR COLLECTION IN 2015, AB 14-154 – FINANCE
 - B. ORDINANCE NO. 2014-27, ADOPTING THE 2015-2020 SIX-YEAR CAPITAL FACILITIES PLAN, AB 14-041 – FINANCE
 - C. ORDINANCE NO. 2014-33, ADOPTING TWO-YEAR BIENNIAL BUDGET FOR 2015-2016, AB 14-153 – FINANCE
7. ORDINANCES/2ND READING
 - A. ORDINANCE NO. 2014-35, ELIMINATING THE AUTOMATIC ANNUAL FEE ADJUSTMENT TO THE CITY'S WATER UTILITY RATES FOR 2015, AB 14-155 – FINANCE
 - B. ORDINANCE NO. 2014-36, ELIMINATING THE AUTOMATIC ANNUAL FEE ADJUSTMENT TO THE CITY'S SEWER UTILITY RATES FOR 2015, AB 14-156 – FINANCE
 - C. ORDINANCE NO. 2014-37, ELIMINATING THE AUTOMATIC ANNUAL FEE ADJUSTMENT TO THE CITY'S STORM AND SURFACE WATER UTILITY RATES FOR 2015, AB 14-157 – FINANCE
8. UNFINISHED BUSINESS
 - A. RESOLUTION NO. 2014-23, APPROVING THE 2016 COMPREHENSIVE PLAN UPDATE (NAVIGATE BAINBRIDGE) PUBLIC PARTICIPATION PROGRAM, AB 14-50 – PLANNING
 - C. MCNABB SETTLEMENT AGREEMENT, AB 14-182 – EXECUTIVE [MOVED UP]
9. NEW BUSINESS [MOVED UP]
 - A. UTILITY ADVISORY COMMITTEE APPOINTMENT, AB 14-180 – MAYOR BLAIR
 - B. MAYOR'S YOUTH ADVISORY COUNCIL APPOINTMENTS, AB 14-181 – MAYOR BLAIR
10. CONSENT AGENDA [MOVED UP]
 - A. ACCOUNTS PAYABLE VOUCHERS AND PAYROLL APPROVAL
 - B. REGULAR BUSINESS MEETING MINUTES SEPTEMBER 9, 2014
 - C. SPECIAL/REGULAR STUDY SESSION MEETING MINUTES, SEPTEMBER 16, 2014
 - D. COMPUTER VOICE STRESS ANALYZER UPGRADE, AB 14-168 – POLICE
 - E. KITSAP COUNTY TRAFFIC SAFETY TASK FORCE MEMORANDUM OF UNDERSTANDING, AB 14-171 – POLICE
 - F. CITY HALL HVAC UPGRADE CONTRACT AWARD AND TERMINATE EARLIER CONTRACT AWARD, AB 14-074 – PUBLIC WORKS
 - G. LYNWOOD CENTER OUTFALL IMPROVEMENTS PROJECT – REQUEST TO RE-APPLY FOR STATEWIDE STORMWATER GRANT, AB 11-086 – PUBLIC WORKS
8. UNFINISHED BUSINESS (CONTINUED) [MOVED DOWN]
 - B. SCOPE OF WORK FOR GRANT APPLICATION TO THE PUGET SOUND MARINE AND NEARSHORE GRANT PROGRAM, "IMPROVING COMPLIANCE WITH PUGET SOUND MARINE SHORELINE REGULATIONS", AB 14-089 – PLANNING
11. COMMITTEE REPORTS
12. REVIEW UPCOMING COUNCIL MEETING AGENDAS
13. FOR THE GOOD OF THE ORDER
14. ADJOURNMENT

1. EXECUTIVE SESSION: CURRENT LITIGATION (RCW 42.30.110(1)(i)) 6:11 PM

At 6:13 PM, Mayor Blair recessed the October 28, 2014 meeting to an executive session with Councilmembers Bonkowski, Roth, Tollefson, Townsend, Ward and legal counsel in the Planning Conference Room to discuss current litigation pursuant to RCW 42.30.110(1)(i)). The recording system was turned off and the door to Council Chambers was posted. Councilmember Blossom arrived during the executive session. No action was taken.

2. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE 6:57 PM

Mayor Blair called the meeting to order at 6:57 PM with Councilmembers Blossom, Bonkowski, Roth, Tollefson, Townsend and Ward present. She noted no action was taken during executive session. City Clerk Lassooff monitored the recording of the meeting and prepared the minutes. Everyone stood for the Pledge of Allegiance.

3. ACCEPTANCE OR MODIFICATION OF AGENDA/CONFLICT OF INTEREST DISCLOSURE

MOTION: *I move to accept the agenda as published.*
WARD/BONKOWSKI – Motion carried 7-0.

There were no conflicts of interest disclosed.

4. PUBLIC COMMENT 7:00 PM

Mark Leese, Harbor Steward, commented on the lack of financial support for the City dock as well as safety issues.

Dave Kircher, Harbor Commission Chair, 9061 Nisqually Way, commented on the commission's extensive work over the years on the City dock. He was very disappointed to learn that the budget so far gives priority to Waterfront Park and reduces the amount of money that would be made available for the dock to \$600,000. He said that given RCO's ranking of the dock it is highly unlikely that they will fund the project.

Jeff Kanter, 10833 Bill Point Bluff, read from a proposed statement regarding the Council's lack of funding for the dock.

Debbi Lester, 266 Ericksen Avenue NE, commented on the newly completed non-motorized segment on SR 305. She encouraged the City to work with Ms. Hanson on the Navigate Bainbridge community participation process as well as to consider Metroquest.com. She commented on the November 3 Suzuki Property community open house and workshop.

5. CITY MANAGER'S REPORT 7:12 PM

City Manager Schulze gave an update on his weekly report. There was a brief discussion regarding how citizens have had issues with signing up for the Comprehensive Plan Update/Navigate Bainbridge notifications.

6. PUBLIC HEARINGS

A. ORDINANCE NO. 2014-34, PROPERTY TAX LEVY FOR COLLECTION IN 2015, AB 14-154 – FINANCE

7:18:52 PM

City Manager Schulze gave a brief PowerPoint presentation explaining how property taxes are calculated.

Mayor Blair opened and immediately closed the public hearing at 7:22 PM as no one signed up to comment.

MOTION: *I move that the City Council approve Ordinance No. 2014-34 relating to the levy of property taxes for the City of Bainbridge Island for the fiscal year commencing January 1, 2015.*
BONKOWSKI/ROTH – Motion carried 7-0.

B. ORDINANCE NO. 2014-27, ADOPTING THE 2015-2020 SIX-YEAR CAPITAL FACILITIES PLAN, AB 14-041 – FINANCE 7:24 PM

Public Works Director Loveless explained project sheets have been updated to accurately mesh with the CIP sheets, Transportation CIP now includes a line for the Transportation Benefit District for annual roads preservation funding and adjustments have been made for grants projections. Mayor Blair wanted to know if the City had heard definitively about the results of the City dock grant application. Public Works Director Loveless indicated preliminary scoring posted on the RCO website showed the dock looked to be in the middle of the pack. Councilmember Bonkowski recalled a conversation regarding how the park was moved into 2015 and did not think it was fair at this point in time to say that we are spending \$1M on the park and only \$600,000 on the dock.

Councilmember Townsend asked staff to respond to public comments raised with respect to choosing one project over the other. Public Works Director Loveless replied Council's direction was clear with respect to moving construction of the park into 2015 and leaving the dock where it was pending realization of the grant possibilities. Councilmember Townsend also recalled difficulties with moving the dock into 2015 because of the fish window, permitting, design process, etc. to which Public Works Director Loveless replied even the park will be difficult depending on various timelines. Councilmember Townsend asked what staff's expectation was regarding when we could likely have the dock completed. Public Works Director Loveless indicated if the City was successful in receiving grant funding, we could proceed with construction in 2016 however if we do not receive the grant, then the City would need to look at the availability of using the WSF settlement as well as other funds to complete the project.

Mayor Blair opened the public hearing at 7:32 PM.

Robert Dashiell, 6370 NE Tolo Road, commented on the funding earmarked for the new police station, perhaps replacing the wooden Waterfront Park Trail bridge with a metal one and potentially replacing the last remaining ductile iron sewer line in Eagle Harbor that has yet to be replaced.

Mayor Blair closed the public hearing at 7:37 PM.

Mayor Blair noted the underwater beach mains around Lovell are on the 20-year CIP. Deputy Mayor Roth said he found the dock, in his mind, as the highest priority due for safety and economic development implications, etc. and wanted to make sure that was on the record.

MOTION: *I move the City Council schedule Ordinance No. 2014-27 adopting the 2015-2020 Capital Facilities Plan, for third reading and approval on November 25, 2014.*
BONKOWSKI/TOLLEFSON – Motion carried 7-0.

C. ORDINANCE NO. 2014-33, ADOPTING TWO-YEAR BIENNIAL BUDGET FOR 2015-2016, AB 14-153
– FINANCE 7:42 PM

Finance Director Schroer gave a brief introduction and explained no changes have been made to the budget pending the completion of Council deliberations.

Mayor Blair opened the public hearing at 7:44 PM.

Robert Dashiell, 6370 NE Tolo Road, commented on what he believed was a status quo budget, the priority based budget process and his disappointment of the City's failure to overall the SSWM Utility. He suggested a legal review be performed on setting the parameters of the SSWM Utility.

Dave Kircher thanked the Council for clarifying their position on the funding of Waterfront Park and the City Dock. He pledged that the Harbor Commission would be available to the Council when it comes to decision time after we receive word about the grant.

The public hearing was closed at 7:48 PM.

Deputy Mayor Roth responded on staff's behalf that this budget was not status quo. City Manager Schulze responded to comments made by Mr. Dashiell regarding priority based budgeting. Councilmember Bonkowski hoped that there was linkage between priority based budgeting and the budget document. Councilmember Blossom acknowledged Mr. Dashiell's comments regarding the SSWM Utility. She suggested the answer could be to do something akin with what was done with the Water Utility and have a utility business advisor come in. City Manager Schulze recalled prior Council action that the Utility Advisory Committee would review any policy related to utilities first before it came to Council. Public Works Director Loveless explained the Utility Advisory Committee has the topic on their agenda this coming week. Councilmember Bonkowski was not sure that legal review was part of the Utility Advisory Committee's purview. Public Works Director Loveless indicated the City Attorney would advise.

City Manager Schulze encouraged the Council to show their cards regarding any budget suggestions or changes they would like to make because time is running out.

Councilmember Ward commented on personnel expenses versus revenues. Deputy Mayor Roth commented on funding community services and how he would like to see additional funding allocated.

8:04 PM **MOTION:** *I move that the City Council schedule Ordinance No. 2014-33 adopting the 2015-2016 Biennial Budget, for the third reading on November 25, 2014.*
ROTH/BONKOWSKI – Motion carried 7-0.

7. ORDINANCES/2ND READING

A. ORDINANCE NO. 2014-35, ELIMINATING THE AUTOMATIC ANNUAL FEE ADJUSTMENT TO THE CITY'S WATER UTILITY RATES FOR 2015, AB 14-155 – FINANCE 8:05 PM

Finance Director Schroer gave a brief PowerPoint presentation on each of the three utilities and how the City compares to other jurisdictions in Washington.

Councilmember Bonkowski asked if there was a way to look at cities with under 5,000-10,000 customers as a more comparable way to evaluate our water and sewer rates. Finance Director Schroer indicated she would be happy to do that.

8:09 PM **MOTION:** *I move that the City Council approve Ordinance No. 2014-35 eliminating the automatic annual fee adjustment to water utility rates for 2015.*
BONKOWSKI/TOLLEFSON – Motion carried 7-0.

B. ORDINANCE NO. 2014-36, ELIMINATING THE AUTOMATIC ANNUAL FEE ADJUSTMENT TO THE CITY'S SEWER UTILITY RATES FOR 2015, AB 14-156 – FINANCE 8:10 PM

8:10 PM **MOTION:** *Ordinance No. 2014-36 eliminating the automatic annual fee adjustment of the City's sewer utility rates for 2015.*
BONKOWSKI/ROTH – Motion carried 7-0.

C. ORDINANCE NO. 2014-37, ELIMINATING THE AUTOMATIC ANNUAL FEE ADJUSTMENT TO THE CITY'S STORM AND SURFACE WATER UTILITY RATES FOR 2015, AB 14-157 – FINANCE

8:10 PM **MOTION:** *Ordinance No. 2014-37 eliminating the automatic annual fee adjustment of the City's storm and surface water utility rates for 2015.*
TOLLEFSON/BONKOWSKI – Motion carried 7-0.

8. UNFINISHED BUSINESS

A. RESOLUTION NO. 2014-23, APPROVING THE 2016 COMPREHENSIVE PLAN UPDATE (NAVIGATE BAINBRIDGE) PUBLIC PARTICIPATION PROGRAM, AB 14-50 – PLANNING 8:11 PM

Planning Director Cook indicated the program was developed by the Steering Committee working with staff, reviewed and unanimously recommended for approval by the Planning Commission. She briefly explained changes incorporated following last week's meeting (descriptive sentence added explaining the graphic depiction of the process in Appendix A *How to Get and Stay Involved* section, removed Priority Based Budgeting icon, remove reference to priority base results and replace with the word themes, update Appendix B, community group outreach list, to include a date so each time a group is added, the date will be updated). She indicated after the packet was prepared, Councilmember Bonkowski suggested, and staff has included, an update to the community group outreach list that includes Kitsap County and the Kitsap Regional Coordinating Council as well as timeline corrections. Councilmember Blossom asked if Laura Hansen was working with the City to which Planning Director Cook indicated Ms. Hansen would be facilitating the community visioning workshops on November 12 and 17.

Following comments regarding signing up via email to receive information, City Manager Schulze will follow-up on the process.

8:18 PM **MOTION:** *I move to approve Resolution No. 2014-23 adopting the Public Participation Program for the 2016 Comprehensive Plan Update.*
TOLLEFSON/BONKOWSKI – Motion carried 7-0.

Councilmember Ward requested item B be delayed until ETAC Chair Sale arrived.

C. MCNABB SETTLEMENT AGREEMENT, AB 14-182 – EXECUTIVE [MOVED UP] 8:20 PM

City Attorney Marshall explained the agreement brings to a close litigation that has been pending since 2006 involving the McNabb's filing a lawsuit against the City and Park District for siltation on their property. She indicated prior to the settlement agreement, the parties attended mediation and a memorandum of understand was developed (which was reduced to a settlement agreement). She noted the terms included that the City would relocate the sewer outfall located on the property, that the Parks District would contribute \$10,000 towards that cost and that the City is not promising in any way that the change in location of the sewer outfall will decrease the siltation but agrees to relocate it in any event. She also noted the settlement of the McNabb's damage claim would be in the amount of \$400,000 of which \$300,000 was payable by the City (covered by insurance) and \$100,000 by Parks District. She indicated the Park's District did have the option to purchase the property however, the City did not. Lastly, the City and all parties will be forever released once the City applies for the permits. Mayor Blair added the McNabb's would dismiss the lawsuit pending the finance payment from the City. Councilmember Bonkowski asked if the capital plan needed to be revised to reflect the relocation to which City Manager Schulze indicated no as it was a smaller capital repair.

8:22 PM **MOTION:** *I move the City authorize the City Manager to execute the attached McNabb Settlement and Release Agreement.*
BONKOWSKI/TOLLEFSON – Motion carried 7-0.

9. NEW BUSINESS

A. UTILITY ADVISORY COMMITTEE APPOINTMENT, AB 14-180 – MAYOR BLAIR [MOVED UP] 8:23 PM

Mayor Blair entertained a motion with regard to the appointment of Emily Sato to the Utility Advisory Committee Position 2 for a three-year term expiring June, 2017.

WARD/TOWNSEND – Motion carried 7-0.

B. MAYOR'S YOUTH ADVISORY COUNCIL APPOINTMENTS, AB 14-181 – MAYOR BLAIR 8:24 PM

Mayor Blair indicated 30 applications were received and 18 students were selected. She noted 9 juniors would serve for a two-year and 9 seniors would serve through the end of this school year.

She then entertained a motion regarding the list as presented, both juniors and seniors, and that they be appointed for the terms as stated.

TOWNSEND/WARD – Motion carried 7-0.

Mayor Blair anticipated the first meeting would be November 10. Councilmember Bonkowski believed it was important that the City come up with a way to acknowledge their volunteerism (i.e. letter or certificate).

10. CONSENT AGENDA 8:26 PM

A. ACCOUNTS PAYABLE VOUCHERS AND PAYROLL APPROVAL

Accounts Payable Void Manual Check Number 336947, Manual Check Numbers 336973 through 336979, Regular Run Check Numbers 336980 through 337077 for a total of \$710,49315. Travel Advance Check Number 64 in the amount of \$100.00. Payroll Direct Deposit Check Numbers 031486 through 031559, Payroll Regular Check Numbers 106836 through 106841, Vendor Check Numbers 106842 through 106853, Miscellaneous Check Numbers 106854 through 106855 and Federal Tax Electronic Transfer for a total of \$444,409.65.

B. REGULAR BUSINESS MEETING MINUTES SEPTEMBER 9, 2014

C. SPECIAL/REGULAR STUDY SESSION MEETING MINUTES, SEPTEMBER 16, 2014

D. COMPUTER VOICE STRESS ANALYZER UPGRADE, AB 14-168 – POLICE

E. KITSAP COUNTY TRAFFIC SAFETY TASK FORCE MEMORANDUM OF UNDERSTANDING, AB 14-171 – POLICE

F. CITY HALL HVAC UPGRADE CONTRACT AWARD AND TERMINATE EARLIER CONTRACT AWARD, AB 14-074 – PUBLIC WORKS

Approve City staff decision to terminate the earlier City Hall HVAC Upgrade contract award with Ameritech in the base bid amount of \$33,283.07 from the April 28, 2014 City Council meeting and award the City Hall HVAC Upgrade contract to Air Management Solutions in the base bid amount of \$37,019.96.

G. LYNWOOD CENTER OUTFALL IMPROVEMENTS PROJECT – REQUEST TO RE-APPLY FOR STATEWIDE STORMWATER GRANT, AB 11-086 – PUBLIC WORKS

***MOTION:** I move the City Council approve consent agenda items A through G: A) Accounts Payable Voucher and Payroll Approval, B) Regular Business Meeting Minutes September 9, 2014, C) Special/Regular Study Session Meeting Minutes, September 16, 2014, D) Computer Voice Stress Analyzer Upgrade, E) Kitsap County Traffic Safety Task Force Memorandum of Understanding, F) City Hall HVAC Upgrade Contract Award and Terminate Earlier Contract Award and G) Lynwood Center Outfall.*

***BONKOWSKI/TOWNSEND** – Motion carried 6-0. Councilmember Blossom recused due to a conflict of interest regarding item G, Lynwood Center Outfall.*

Deputy Mayor Roth requested a point of privilege and asked whether it was appropriate to read for the record the names of the Mayor's Youth Advisory Council – Seniors: Mikelle Ackerley, Nick Allen, Maxsena Butler, Savana Gordon, Margaret Hoberg, Kellie Miller, Ian O'Keefe, Richard Perry and Grayson Wildsmith; Juniors: Audrey Baker, Clair Branley, Jem Bullock, Faith Eckford-Prosser, Connor Lee, Nate Marx, Brian Messing, Amy Willerford and Zarye Wassne).

8. UNFINISHED BUSINESS (CONTINUED)

B. SCOPE OF WORK FOR GRANT APPLICATION TO THE PUGET SOUND MARINE AND NEARSHORE GRANT PROGRAM, "IMPROVING COMPLIANCE WITH PUGET SOUND MARINE SHORELINE REGULATIONS", AB 14-089 – PLANNING [MOVED DOWN] 8:31 PM

Planning Director Cook introduced Planner Carr who recently joined the City and worked on the grant application.

Mayor Blair said a decision needed to be made as to whether the City wanted to implement a monitoring program that goes beyond the minimal DOE monitoring and scope requirements.

Planning Director Cook explained how DOE's monitoring requirements apply to the general provisions of insuring no net loss of ecological functions. She shared various approaches offered in the DOE handbook which included determining the frequency of the review, selecting no net loss indicators to monitor and developing a process and method to track those indicators. She explained DOE recognizes that the requirements are vague and are still a work in progress. She noted how the City has a framework for a monitoring program that would meet DOE's requirements and asked for Council's guidance.

Councilmembers discussed the merits of the grant application, future funding implications, etc.

Planning Director Cook indicated the grant will give the City baseline information and the next step is to develop a monitoring program that uses that data. She shared her concern about what the monitoring program would look like and staffing the program. Following brief comments, a motion was made.

9:04 PM **MOTION:** *I move that City Council ask the City Manager to submit the grant application.*
BONKOWSKI/WARD – *Motion carried 6-1 with Mayor Blair voting against.*

11. COMMITTEE REPORTS 9:05 PM

Councilmember Bonkowski reported on KRCC's organizational changes. Mayor Blair added that KRCC postponed taking action on the housing grant recommendations to which both Deputy Mayor Roth Councilmember Bonkowski responded action was taken.

Councilmember Townsend reported on a recent LTAC meeting.

Councilmember Ward reported that he was given an opportunity to observe the eelgrass sampling process with DOE.

Mayor Blair reported on BI Ride ridership statistics.

12. REVIEW UPCOMING COUNCIL MEETING AGENDAS 9:11 PM

City Manager Schulze reviewed the November 4 study session agenda and long-range calendar. He suggested adding a discussion of the petition and options for Winslow Way parking regulations to the November 10 meeting.

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

Mayor Blair indicated she received a letter from the City of Redmond asking the City to sign on to a letter to Governor Inslee and the legislature regarding the continuation of development and tax incentive programs and asked whether Council was comfortable with that. There was consensus to do so. Mayor Blair introduced a proclamation which she received from Bremerton Mayor Lent asking that the City declare November as Hip/Hop History Month. Following brief comments, Council declined to support the proclamation.

14. ADJOURNMENT 9:19 PM

The October 28, 2014 business meeting adjourned at 9:19 PM.

Anne S. Blair, Mayor

Rosalind D. Lassoff, City Clerk

ITEMS DISCUSSED

1. CALL TO ORDER / ROLL CALL
2. ACCEPTANCE OR MODIFICATION OF AGENDA / CONFLICT OF INTEREST DISCLOSURE
3. CITY MANAGER'S REPORT
4. PRESENTATION
 - A. KITSAP ECONOMIC DEVELOPMENT ALLIANCE QUARTERLY REPORT, AB 14-057
5. STAFF INTENSIVE
 - A. POLICE FACILITY SITE CONSIDERATIONS, AB 14-008
 - B. LOVGREEN PROPERTY DISCUSSION, AB 14-046
 - C. PUBLIC WORKS CONTRACTS, AB 14-185
 1. ISLAND-WIDE RIGHT-OF-WAY GAPS ACQUISITION PROFESSIONAL SERVICES AGREEMENT, AB 14-184
 2. SPORTSMAN CLUB TRAIL CONSTRUCTION AWARD, AB 14-164
 - D. Q3 2014 FINANCIAL REPORT, AB 14-078
 - E. ORDINANCE NO. 2014-41, Q3 2014 BUDGET ADJUSTMENTS, AB 14-064
 - F. BUDGET DELIBERATIONS ON 2015 – 2016 PRELIMINARY PROPOSED BUDGET, AB 14-053
6. COUNCIL DISCUSSION
7. COMMITTEE REPORTS
8. REVIEW UPCOMING COUNCIL MEETING AGENDAS
9. FOR THE GOOD OF THE ORDER
10. ADJOURNMENT

1. CALL TO ORDER / ROLL CALL 6:59 PM

Deputy Mayor Roth called the regular meeting to order at 7:00 PM with Councilmembers Blair, Bonkowski, Blossom, Tollefson, Ward, and Townsend present. Records Management Coordinator Jahraus monitored the recording of the meeting and prepared the minutes.

2. ACCEPTANCE OR MODIFICATION OF AGENDA / CONFLICT OF INTEREST DISCLOSURE 6:59 PM

***MOTION:** I move to accept the agenda as presented.*

***BONKOWSKI/WARD:** The motion carried 7-0.*

3. CITY MANAGER'S REPORT 7:00 PM

City Manager Schulze recapped his report of October 31.

4. PRESENTATION 7:07 PM

A. KITSAP ECONOMIC DEVELOPMENT ALLIANCE QUARTERLY REPORT, AB 14-057

John Powers, Executive Director, reported on activity during the 3rd Quarter including recruitment, website hits and business retention. Mr. Powers also gave an overview of the information contained in the agenda packet.

5. STAFF INTENSIVE 7:28 PM

A. POLICE FACILITY SITE CONSIDERATIONS, AB 14-008

After council discussion, a recommendation was made to limit consideration to sites within the Winslow Master Plan area; with preference given to the site located immediately north of City Hall and the site of the City-owned gravel parking lot. Council also recommended that City Manager Schulze review the Coultis property adjacent to the fire department on Madison and the Visconsi property on High School Road as other alternatives.

Public Comment

Charles Schmid said if it was any consolation, it took a long time to choose the site for City Hall.

Jennifer Pells asked why the Suzuki property was eliminated as a possible site.

Robert Dashiell stated he is disappointed that that an architect did not do a design for the existing police station.

B. LOVGREEN PROPERTY DISCUSSION, AB 14-046 8:13 PM

Public Works Director Loveless had a prepared PowerPoint to illustrate the status of the Lovgreen Property and potential re-use options such as City spoils disposal.

Next steps on property feasibility: complete review of regulatory requirements, communicate with area residents about impacts, coordinate with BIMPRD on options for shared use/public access and prepare site for operations.

Public Comment

Charles Schmid asked about the Vincent Road landfill and why Lovgreen could not be co-located with Vincent Road; Public Works Director Loveless explained why a co-location would not be feasible.

8:33 PM **MOTION:** *I move that the City Council approve that City Staff continue moving forward with completing the regulatory requirements, communicating with area residents about potential future impacts at the property, and preparing the site for operations expending approximately \$30,000.00 for this effort.*
BLOSSOM/WARD: *The motion carried 7-0.*

C. PUBLIC WORKS CONTRACTS, AB 14-185 8:33 PM

1. ISLAND-WIDE RIGHT-OF-WAY GAPS ACQUISITION PROFESSIONAL SERVICES AGREEMENT, AB 14-184

The Island-wide Right-of-Way Gaps Acquisition professional services agreement consists of as-needed support services for right-of-way acquisition on projects identified in the City's Capital Facilities Plan that require right-of-way acquisition. Tasks may include, but are not limited to, appraisals, title reports, property owner negotiations, preparations leading to the consideration of condemnation proceedings, and coordination with WSDOT on federally funded, grant-related projects. Per the Agreement, ROW acquisition services will occur on an "as-needed" basis through December 31, 2017. The agreement supports the Transportation Benefit District Resolution No. 2014-03 as a qualifying transportation project for 2014.

The City solicited statements of qualification from the consultant roster, and two firms were interviewed. Following the interview process, Roland Resources Inc. was selected as the most qualified consultant to perform the work.

8:36 PM **MOTION:** *I move that the City Council forward the Professional Services Agreement with Roland Resources Inc. not to exceed \$90,000.00 for the Island-wide Right-of-Way Gaps Acquisition project to the November 10, 2014 City Council consent agenda.*
BLAIR/WARD: *The motion carried 7-0.*

2. SPORTSMAN CLUB TRAIL CONSTRUCTION AWARD, AB 14-164 8:37 PM

The Sportsman Club Trail consists of a gravel trail adjacent to Sportsman Club Road within an easement on the Sportsman Club property from approximately High School Road to New Brooklyn Road. This contract will complete the segment from High School Road to just past the Sportsman Club pond.

Bids were solicited using the Small Works Roster process and three bids were received at the October 24, 2014 bid opening. The apparent low bidder is Wyser Construction Company in the base bid amount of \$38,362.50. The engineer's estimate is \$26,806.00.

City staff reviewed the bids and contractor's qualifications and recommends that the City Council award this contract to Wyser Construction Company in the base bid amount of \$38,362.50.

8:38 PM **MOTION:** *I move that the City Council forward the contract with Wyser Construction Company, Inc. for the Sportsman Club Trail construction project in the base bid amount of \$38,362.50 to the November 10, 2014 consent agenda.*
WARD/BONKOWSKI: *The motion carried 7-0.*

D. Q3 2014 FINANCIAL REPORT, AB 14-078 8:38 PM

Finance Director Schroer addressed council using a PowerPoint to illustrate the City's 3rd Quarter financial position.

E. ORDINANCE NO. 2014-41, Q3 2014 BUDGET ADJUSTMENTS, AB 14-064 8:44 PM

Finance Director Schroer described projects added in 2014 including: Community Center Solar Panels - \$25,000, Public Art - \$35,000, New software capabilities - \$32,000, Network infrastructure replacement - \$35,000 and funding transferred from Annual Roads Program authorization. Total transfer is \$225,000 across all projects, including new projects.

8:51 PM **MOTION:** *I move that the City Council forward Ordinance No. 2014-41 amending the 2014 Budget of the City and providing for uses not foreseen at the time the 2014 budget was adopted to the November 10, 2014 consent agenda.*
BONKOWSKI/BLAIR: *The motion carried 6-0; one abstention (Councilmember Tollefson).*

F. BUDGET DELIBERATIONS ON 2015 – 2016 PRELIMINARY PROPOSED BUDGET, AB 14-053 8:52 PM

On a recommendation from Mayor Blair, funding for the Kitsap Economic Development Alliance was increased by \$2500.00 for a total of \$7500.00.

The Housing Trust Fund will be funded at \$100,000 in 2015 and 2016.

City Manager Schulze stated that administration has a pretty good understanding of what Council's adjustments are to the budget. He suggested that Council could take action at the November 10 meeting therefore freeing up the meeting scheduled on November 25.

6. COUNCIL DISCUSSION

7. COMMITTEE REPORTS 9:02 PM

Councilmember Tollefson reported on the Suzuki property public meeting that took place on Monday, November. It was very well attended. With assist from Councilmember Ward and City staff, a letter to the editor will be written to the Bainbridge Review with a full recap of the meeting.

Councilmember Blossom attended the Utility Advisory Committee for Councilmember Ward. She also attended a Board of Health meeting.

Councilmember Bonkowski was present at the Puget Sound Regional Meeting.

Councilmember Tollefson reported on the Sound to Olympic Trail project.

8. REVIEW UPCOMING COUNCIL MEETING AGENDAS 9:11 PM

City Manager Schulze reviewed the November 10, 2014 agenda and upcoming calendar items.

9. FOR THE GOOD OF THE ORDER 9:22 PM

Mayor Blair reminded council that the review of City Manager Schulze's evaluation needs to be completed and returned to the consultant by Friday, November 7.

Mayor Blair also added Puget Sound Energy will now have online tools to determine when power will be restored should there be an outage.

10. ADJOURNMENT 9:24 PM

The meeting was adjourned at 9:24 p.m.

Anne S. Blair, Mayor

Kelly Jahraus, Records Management Coordinator

ITEMS DISCUSSED

1. EXECUTIVE SESSION: CURRENT AND POTENTIAL LITIGATION (RCW 42.30.110(1)(i))
2. CALL TO ORDER/ROLL CALL/ PLEDGE OF ALLEGIANCE
3. ACCEPTANCE OR MODIFICATION OF AGENDA/CONFLICT OF INTEREST DISCLOSURE
4. PUBLIC COMMENT
5. CITY MANAGER'S REPORT
6. NEW BUSINESS
 - A. WINSLOW WAY PARKING REGULATIONS, AB 14-186 – EXECUTIVE
7. UNFINISHED BUSINESS
 - A. ORDINANCE NO. 2014-33, ADOPTING TWO-YEAR BIENNIAL BUDGET FOR 2015-2016, AB 14-153 – FINANCE
 - B. ORDINANCE NO. 2014-27, ADOPTING THE 2015-2020 SIX-YEAR CAPITAL FACILITIES PLAN, AB 14-041 – PUBLIC WORKS
8. CONSENT AGENDA
 - A. ACCOUNTS PAYABLE VOUCHERS AND PAYROLL APPROVAL
 - B. SPECIAL/REGULAR BUSINESS MEETING MINUTES SEPTEMBER 23, 2014
 - C. SPECIAL/REGULAR STUDY SESSION MEETING MINUTES, OCTOBER 7, 2014
 - D. ISLAND-WIDE RIGHT-OF-WAY GAPS ACQUISITION PROFESSIONAL SERVICES AGREEMENT, AB 14-184 – PUBLIC WORKS
 - E. SPORTSMAN CLUB TRAIL CONSTRUCTION AWARD, AB 14-164 – PUBLIC WORKS
 - F. ORDINANCE NO. 2014-41, Q3 2014 BUDGET AMENDMENTS, AB 14-064 – FINANCE
11. COMMITTEE REPORTS
12. REVIEW UPCOMING COUNCIL MEETING AGENDAS
13. FOR THE GOOD OF THE ORDER
14. ADJOURNMENT

1. EXECUTIVE SESSION: CURRENT AND POTENTIAL LITIGATION (RCW 42.30.110(1)(i)) 6:30 PM

At 6:30 PM, Mayor Blair recessed the November 10, 2014 meeting to an executive session with Councilmembers Blossom, Bonkowski, Roth, Tollefson, Townsend, and legal counsel in the Planning Conference Room to discuss current and potential litigation. Councilmember Ward was not in attendance. The recording system was turned off and the door to Council Chambers was posted. At 6:58 PM, Mayor Blair extended the executive session 15 minutes. No action was taken.

2. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE 7:08 PM

Mayor Blair called the meeting to order at 7:08 PM with aforementioned Councilmembers present. Councilmember Ward had an excused absence. City Clerk Lassooff monitored the recording of the meeting and prepared the minutes. Everyone stood for the Pledge of Allegiance.

3. ACCEPTANCE OR MODIFICATION OF AGENDA/CONFLICT OF INTEREST DISCLOSURE 7:09 PM

MOTION: *I move to accept the agenda as written.*

BONKOWSKI/ROTH – *Motion carried 6-0.*

There were no conflicts of interest disclosed.

4. PUBLIC COMMENT 7:10 PM

Shannon Lee Wilford, Battlepoint Drive, Island Vinters, asked that the Council consider changing the parking times to one hour in front of her store and two hours across the street from 6 AM to 8 PM.

Birgul Soak asked that parking times be reduced from three to one or two hours in front of her store, Shirvan Rug.

Marty Lawrence Grant, 5989 Battlepoint Drive, shared her concern regarding Winslow Way parking, especially in front of her store, That's-A-Some Pizza. She suggested having one hour on her side of the street, two hours on the other side and bump up the free parking limit from 6 PM to 8 PM.

5. CITY MANAGER'S REPORT 7:18PM

City Manager Schulze provided an update from his weekly report.

6. NEW BUSINESS

A. WINSLOW WAY PARKING REGULATIONS, AB 14-186 – EXECUTIVE 7:21 PM

City Manager Schulze introduced a temporary solution addressing the lack of on-street parking on Winslow Way via a PowerPoint presentation. He explained approximately 40 parking spaces at the police station would be made available to employees of Winslow Way businesses to reduce the number of vehicles using on-street parking during business hours. He noted the on-street parking spaces on Winslow Way between SR 305 and Ericksen Avenue would be reduced from 3-hour to 1-hour parking and 3 spaces on each side of Winslow Way between Ericksen Avenue and Madison Avenue could also be restricted to 1-hour or even 30 minutes. He noted any changes would be implemented as soon as possible and the effects of these changes would be monitored and adjusted based upon feedback from the Parking Enforcement Officer, community members and downtown businesses.

There was a brief discussion regarding increasing the parking restriction time limit to 8:00 PM, enforcement issues and potentially changing all parking limits on Winslow Way to 1 or 2 hours.

City Manager Schulze indicated these changes are administrative in nature and no Council motion is necessary. Mayor Blair suggested City Manager Schulze contact business owners who signed the petition.

7. UNFINISHED BUSINESS

A. ORDINANCE NO. 2014-33, ADOPTING TWO-YEAR BIENNIAL BUDGET FOR 2015-2016, AB 14-153 – FINANCE 7:36 PM

Finance Director Schroer briefly reviewed the changes to date as follows: fund Housing Trust Fund at \$100,000 for 2015 and 2016 for total additional spending of \$200,000, dedicate \$300,000 of Transportation Benefit District support to qualifying annual roads program projects in 2015 (increasing total budget for that program), fund the Kitsap Economic Development Alliance at \$7,500 for 2015 and 2016 for a total additional spending of \$5,000, updates to capital projects shown in the CIP summary sheets and supporting agenda packet, increase the Lodging Tax Advisory Committee appropriation from \$125,000 to \$135,000 for 2015 and 2016 for a total additional spending of \$20,000 and eliminate new funding proposed for Annual Road Safety Program for 2015 and 2016 (this change removes a proposed new spending category, but preserves the intent to consider safety projects in conjunction with other repair and maintenance. The budget changes results in a total savings of \$100,000 over the biennium). She noted the result of these changes preserves the balanced budget and fully funds all policy reserves

7:40 PM **MOTION:** *I move we approve the proposed 2015-2016 Budget.*
BONKOWSKI/ROTH – Motion carried 6-0.

B. ORDINANCE NO. 2014-27, ADOPTING THE 2015-2020 SIX-YEAR CAPITAL FACILITIES PLAN, AB 14-041 – PUBLIC WORKS 7:40 PM

Finance Director Schroer indicated no changes were made since the last time Council discussed this item.

7:40 PM **MOTION:** *I move that the City Council approve Ordinance No. 2014-27 adopting the 2015-2020 Capital Facilities Plan.*
BONKOWSKI/ROTH – Motion carried 6-0.

8. CONSENT AGENDA 7:41 PM

A. ACCOUNTS PAYABLE VOUCHERS AND PAYROLL APPROVAL

Accounts Payable ACH Check Number 162, EFT Check Number 163, Void Manual Check Numbers 336993 and 336841, Manual Check Numbers 337078 through 337086 and Regular Run Check Numbers 337087 through 337153 for a total of \$327,468.49. Payroll Direct Deposit Check Numbers 031600 through 031708, Payroll Regular Run Check Numbers 106856 through 106864, Payroll Vendor Check Numbers 106865 through 106877 and Federal Tax Electronic Transfer for a total of \$629,976.06.

B. SPECIAL/REGULAR BUSINESS MEETING MINUTES SEPTEMBER 23, 2014

C. SPECIAL/REGULAR STUDY SESSION MEETING MINUTES, OCTOBER 7, 2014

D. ISLAND-WIDE RIGHT-OF-WAY GAPS ACQUISITION PROFESSIONAL SERVICES AGREEMENT, AB 14-184 – PUBLIC WORKS

The Island-wide Right-of-Way (ROW) Gaps Acquisition professional services agreement with Roland Resources Inc. for \$90,000.00 consists of as-needed support services for right-of-way acquisition on projects identified in the City's Capital Facilities Plan which require right-of-way acquisition.

E. SPORTSMAN CLUB TRAIL CONSTRUCTION AWARD, AB 14-164 – PUBLIC WORKS

The Sportsman Club Trail consists of a gravel trail adjacent to Sportsman Club Road within an easement on the Sportsman Club property from approximately High School Road to New Brooklyn Road. The contract with the Wyser Construction Company, Inc. for \$38,362.50 will complete the segment from High School Road to just past the Sportsman Club pond.

F. ORDINANCE NO. 2014-41, Q3 2014 BUDGET AMENDMENTS, AB 14-064 – FINANCE

***MOTION:** I move the City Council approve consent agenda items A through F: Item A) Accounts Payable Voucher and Payroll, Item B) Special/Regular Business Meeting Minutes, September 23, 2014, Item C) Special/Regular Study Session Minutes, October 7, 2014, Item D) Island-wide Right-of-Way Gaps Acquisition Professional Services Agreement, Item E) Sportsman Club Trail Construction Award and Item F) Ordinance No. 2014-41, Q3 2014 Amendments.*

***BONKOWSKI/ROTH** – Motion carried 6-0.*

11. COMMITTEE REPORTS 7:42 PM

Mayor Blair reported on the Mayor's Youth Advisory Council meeting held earlier today.

12. REVIEW UPCOMING COUNCIL MEETING AGENDAS 7:44 PM

City Manager Schulze reviewed the November 18, 2014 study session agenda. He indicated due to the Thanksgiving holiday, the November 25 meeting would be rescheduled to Saturday November 22 so that consent agenda items can be approved prior to the executive session to evaluate the performance of an employee. There was a brief discussion regarding future agendas.

13. FOR THE GOOD OF THE ORDER 7:50 PM

Mayor Blair asked whether the Council would be interested in scheduling a study session or workshop around culverts early next year. Councilmember Bonkowski asked if the topic was part of the Stormwater Management Plan being reviewed to which City Manager Schulze replied that issue is more related to the utility in general and this is a specific discussion about culverts and what is actually required. Councilmember Tollefson would like to understand the dynamics so we know if there is some communication we should be having with the Suquamish Tribe or other tribal interests as well as know whether the money is being spent the right way. Mayor Blair wondered if Council was interested in putting forward a discussion of the City's leash law early next year. Councilmember Townsend wondered where the lines between the City and Parks District are drawn and whether or not it makes sense to have some continuity there. Mayor Blair replied within the subcommittee there was a bright line drawn between the two agencies. Councilmember Blossom understood the subcommittee completed its work. There was a brief discussion of the Park District's establishment of a dog park at Strawberry Hill Park.

14. ADJOURNMENT 7:57 PM

The meeting adjourned at 7:57 PM.

Anne S. Blair, Mayor

Rosalind D. Lassoff, City Clerk

ITEMS DISCUSSED

1. EXECUTIVE SESSION POTENTIAL LITIGATION (RCW 42.30.110(1)(I))
2. CALL TO ORDER / ROLL CALL
3. ACCEPTANCE OR MODIFICATION OF AGENDA / CONFLICT OF INTEREST DISCLOSURE
4. CITY MANAGER'S REPORT
5. PRESENTATIONS
 - A. HIGH PERFORMANCE ORGANIZATION (HPO) LEADERSHIP PHILOSOPHY, AB 14-190
 - B. SOUND TO OLYMPIC TRAIL ALIGNMENT PRESENTATION & SUPPLEMENTAL AGREEMENT # 2, AB 14-096
 - C. OPEN PUBLIC MEETINGS ACT (OPMA) AND PUBLIC RECORDS ACT (PRA), AB 14-189
6. STAFF INTENSIVE
 - A. PUBLIC WORKS CONTRACTS, AB 14-188
 1. DRIPPING WATER CREEK CULVERT REPLACEMENT PROJECT BUDGET AMENDMENT NO. 2, AB 14-039
 - B. ORDINANCE NO. 2014-40, REQUIRING PERMITS FOR THE FILMING AND PRODUCTION OF MOTION PICTURES AND TELEVISION PROGRAMS, AB 14-078
 - C. POLICE FACILITY SITE CONSIDERATIONS, AB 14-008
 - D. BAINBRIDGE PERFORMING ARTS LEASE AMENDMENT FOR PUBLIC ART SITE, AB 14-191
7. COUNCIL DISCUSSION
8. COMMITTEE REPORTS
9. REVIEW UPCOMING COUNCIL MEETING AGENDAS
- ~~10. FOR THE GOOD OF THE ORDER~~
11. ADJOURNMENT

1. EXECUTIVE SESSION: POTENTIAL LITIGATION (RCW 42.30.110(1)(I)) 6:16 PM

Deputy Mayor Roth called an executive session to order at 6:15 p.m. with Councilmembers Blair, Blossom, Bonkowski, Tollefson, Townsend, Ward, and City Attorney Marshall to discuss potential litigation in the Planning Conference Room. The recording system was turned off and a notice was posted on the door to the Council Chamber. No action was taken.

2. CALL TO ORDER / ROLL CALL 7:01 PM

Deputy Mayor Roth called the regular meeting to order at 7:00 p.m. with Councilmembers Blair, Blossom, Bonkowski, Tollefson, Townsend, and Ward. Records Management Coordinator Jahraus monitored the recording of the meeting and prepared the minutes.

3. ACCEPTANCE OR MODIFICATION OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

***MOTION:** I move to accept the agenda as presented.*

***BLAIR/BONKOWSKI:** The motion carried 7-0.*

4. CITY MANAGER'S REPORT/NAVIGATE BAINBRIDGE UPDATE 7:02 PM

City Manager Schulze briefed Council on the status of Winslow Way parking, the Navigate Bainbridge visioning workshops, and Puget Sound Energy's online power outage map. One of the planning commissioners resigned; executive will be advertising for a replacement.

5. PRESENTATIONS 7:05 PM

A. HIGH PERFORMANCE ORGANIZATION (HPO) LEADERSHIP PHILOSOPHY, AB 14-190

Executive Assistant Amber Richards explained the work completed by staff since late 2013 on the High Performance Organization training and the formation of a leadership policy.

B. SOUND TO OLYMPIC TRAIL ALIGNMENT PRESENTATION & SUPPLEMENTAL AGREEMENT # 2, AB 14-096 7:16 PM

MacLeod Reckord representative Connie Reckord used a PowerPoint to give an overview of the project and schedule, alignment options, evaluation criteria and preferred options.

Public Comment 7:41 PM

Ross Hathaway, president of Squeaky Wheels, thanked Don Willott for his tireless efforts on the project.

Doug Rauh, Kenneth Place, would like to see the trail continue north.

Debbi Lester, Ericksen Avenue, suggested pursuing more grant opportunities and perhaps opening a bank account to accept donations.

Don Willott, past chair of the Non-Motorized Committee, wrote the concept for the STO trail. He wanted to point out that the grant was built from the ground up and the City was six out of 70 competitors.

7:49 PM **MOTION:** *I move that the City Council forward Supplemental Agreement Number 2 with MacLeod Reckord in the amount of \$263,488.25 for the STO Trail project design to the November 22, 2014 special meeting consent agenda.*
BONKOWSKI/WARD: *The motion carried 7-0.*

C. OPEN PUBLIC MEETINGS ACT (OPMA) AND PUBLIC RECORDS ACT (PRA), AB 14-189 7:50 PM

City Attorney Marshall reviewed the Public Records Act via a PowerPoint. RCW 42.56 was amended effective July 1, 2014 to require that every local elected official and every local government PRO must receive records training. The PRA PowerPoint presentation satisfies the refresher requirement; a presentation on the OPMA was provided as well.

Public Comment

Debbi Lester offered comment pertaining to social media.

6. STAFF INTENSIVE 8:23 PM

A. PUBLIC WORKS CONTRACTS, AB 14-188

**1. DRIPPING WATER CREEK CULVERT REPLACEMENT PROJECT BUDGET AMENDMENT
NO. 2, AB 14-039**

Amendment Number 2 in the amount of \$28,900.00 is due to the requirement to import additional backfill materials after discovering that the existing soils could not be utilized as structural backfill and the need to import additional streambed gravels as well as changes to the water-main relocation as required by the Kitsap Public Utility District.

8:24 PM **MOTION:** *I move that the City Council forward the Dripping Water Creek project Budget Amendment Number 2 in the amount of \$28,900.00 from the Annual Drainage Program fund to the November 22, 2014 special meeting consent agenda.*
BLAIR/BONKOWSKI: *The motion carried 7-0.*

**B. ORDINANCE NO. 2014-40, REQUIRING PERMITS FOR THE FILMING AND PRODUCTION OF MOTION
PICTURES AND TELEVISION PROGRAMS, AB 14-078 8:26 PM**

Bainbridge Island's scenic beauty makes it an attractive location for the filming of television commercials, television programs, and movies. Requiring permits for filming for commercial purposes will allow the City Manager the opportunity to place conditions on filming and production to insure that such filming and production activities do not interfere with the public health and safety. The City of Bainbridge Island does not have anything on the books to monitor any filmmaking.

City Attorney Marshall provided background on the draft ordinance; it was an amalgamation of ordinances now in place for the City of Seattle and the City of Tacoma. Whether or not the City has an ordinance in place and how broad it extends is a policy decision for Council. Staff is ready to move in any direction Council needs.

After discussion, Council decided no action would be taken at this particular meeting.

Public Comment 8:46 PM

Doug Rauh, Kenneth Place, made comment on the various gray areas a permit could cover.

Matt Longmire, local filmmaker, stated he is in support and it is all about the language of the ordinance. He will be communicating with City Manager Schulze.

Debbi Lester, Ericksen Avenue, stated she had sent Council the Seattle Film and Music Manual and City of Seattle fee and permits documents.

C. POLICE FACILITY SITE CONSIDERATIONS, AB 14-008 8:53 PM

This item continues the City's work to plan for replacement of the existing Police Station. City Manager Schulze reported that at this time, the City has not received information from the Visconsi development on options for that location, so there is no detail available for that site alternative. A written proposal is anticipated from Visconsi; their plans are not yet firm except for the site plan. As of a few weeks ago, potential negotiations going on could result in significant changes resulting in it not being possible for them to lease to the City. We are competing with retail office space.

Public Comment 9:00 PM

Doug Rauh, Kenneth Place, is very involved with the Washington State Ferries; he commented that our ferry terminal is considered the safest throughout the system. He encouraged Council to look at the present location of the police department to site the new facility.

Debbi Lester, Ericksen Avenue, asked about the potential impact of police on a residential street.

Deputy Mayor Roth summarized:

- police and court will be at one location with or without a parking structure
- the City will communicate to Visconsi we want definite action in January
- all four sites are still in consideration
- that any new information is communicated to Council

D. BAINBRIDGE PERFORMING ARTS LEASE AMENDMENT FOR PUBLIC ART SITE, AB 14-191 9:20 PM

As a preliminary step to the installation of Pod at the BPA site, it is recommended that the City revise the lease agreement with BPA to formalize the location of the City-owned Pod on BPA property, and to identify the City as the party responsible for maintenance and insurance of the Pod.

9:21 PM ***MOTION:** I move to authorize the City Manager to Approve the First Amendment to the Ground Lease between the City and BPA in substantially the same form as shown on Attachment A.*
***TOWNSEND/WARD:** The motion carried 7-0.*

7. COUNCIL DISCUSSION 9:22 PM

Councilmember Bonkowski requested scheduling time to discuss Waterfront Park and allocation of funds between the park and dock early in the New Year. City Manager Schulze stated that executive is working off the council-directive given during the budget process. Construction on the park was to begin in 2015; for that to happen we need to have a design contract awarded in January. Now is the time to decide if we want to hold off. A delay will consequently result in construction beginning in 2016.

Deputy Mayor Roth suggested we proceed forward on the design; as a Council, a commitment needs to be made on the park and dock one way or another giving a strong signal that within whatever parameters we will see this project completed. Proceeding forward will not preclude having a robust discussion at the business meeting on December 9.

8. COMMITTEE REPORTS 9:37 PM

Councilmember Bonkowski attended the PSRC Transportation Policy board meeting.

Both Councilmember Ward and Townsend attended the Tree Ordinance Committee meeting held earlier in the day.

Councilmember Blair reported that the Kitsap Regional Coordinating Council would be taking a formal vote on their agency's restructuring at the next meeting, particularly dues paid. Both she and Councilmember Bonkowski are delegates; Councilmember Blair confirmed that Council is comfortable with them acting on the Council's behalf.

The Intergovernmental Working Group (IGWG) met on Monday, November 17. Councilmember Blair attended.

Councilmember Blair also attended the board meeting of Kitsap Transit. Every four years, a special committee is formed to look at the composition of the board. An elected representative from each jurisdiction is required to sit on the committee.

***MOTION:** I move that Councilmember Blair be appointed to the special committee with Kitsap Transit.*
***TOLLEFSON/BONKOWSKI:** The motion carried 7-0.*

An at-large position is also available; Councilmember Bonkowski accepted the position.

9. REVIEW UPCOMING COUNCIL MEETING AGENDAS 9:52 PM

City Manager Schulze reviewed upcoming agendas and long-range calendar.

~~10. FOR THE GOOD OF THE ORDER 9:57 PM~~

11. ADJOURNMENT 9:58 PM

Deputy Mayor Roth adjourned the meeting at 9:58 p.m.

Anne S. Blair, Mayor

Kelly Jahraus, Records Management Coordinator

ITEMS DISCUSSED

1. CALL TO ORDER / ROLL CALL
2. ACCEPTANCE OR MODIFICATION OF AGENDA / CONFLICT OF INTEREST
3. CONSENT AGENDA
 - A. ACCOUNTS PAYABLE VOUCHER AND PAYROLL APPROVAL
 - B. SPECIAL/REGULAR BUSINESS MEETING MINUTES, OCTOBER 14, 2014
 - C. SPECIAL/REGULAR STUDY SESSION MINUTES, OCTOBER 21, 2014
 - D. DRIPPING WATER CREEK CULVERT REPLACEMENT PROJECT BUDGET AMENDMENT NO. 2, AB 14-039 – PUBLIC WORKS
 - E. SOUND TO OLYMPICS TRAIL PROJECT DESIGN SUPPLEMENTAL AGREEMENT NO. 2, AB 14-096 – PUBLIC WORKS
 - F. KITSAP PUBLIC FACILITIES DISTRICT, BOARD OF DIRECTORS NOMINATION OF TOM BULLOCK, AB 14-062 – MAYOR BLAIR
4. EXECUTIVE SESSION: PENDING LITIGATION (RCW 42.30.110(1)(i))
5. ADJOURNMENT

1. CALL TO ORDER / ROLL CALL

Mayor Blair called the special meeting to order at 9:20 AM with Councilmembers Blossom, Tollefson, Townsend and Ward present. Councilmember Bonkowski had a excused absence. Also present were City Manager Schulze and City Attorney Marshall. City Clerk Lassoff prepared the minutes.

2. ACCEPTANCE OR MODIFICATION OF AGENDA / CONFLICT OF INTEREST

***MOTION:** Review Performance of an Employee was removed and postponed to a later date. The agenda was approved as modified.*

***TOLLEFSON/TOWNSEND** – Motion carried 6-0.*

3. CONSENT AGENDA

- A. ACCOUNTS PAYABLE VOUCHER AND PAYROLL APPROVAL
- B. SPECIAL/REGULAR BUSINESS MEETING MINUTES, OCTOBER 14, 2014
- C. SPECIAL/REGULAR STUDY SESSION MINUTES, OCTOBER 21, 2014
- D. DRIPPING WATER CREEK CULVERT REPLACEMENT PROJECT BUDGET AMENDMENT NO. 2, AB 14-039 – PUBLIC WORKS
- E. SOUND TO OLYMPICS TRAIL PROJECT DESIGN SUPPLEMENTAL AGREEMENT NO. 2, AB 14-096 – PUBLIC WORKS
- F. KITSAP PUBLIC FACILITIES DISTRICT, BOARD OF DIRECTORS NOMINATION OF TOM BULLOCK, AB 14-062 – MAYOR BLAIR

***MOTION:** I move we approve Consent Agenda Items A through F.*

***TOLLEFSON/ROTH** – Motion carried 6-0.*

4. EXECUTIVE SESSION: PENDING LITIGATION (RCW 42.30.110(1)(i))

Mayor Blair adjourned the meeting to an executive session to discuss pending litigation with legal counsel and aforementioned Councilmembers present. The door was posted. No action was taken.

5. ADJOURNMENT

The special meeting adjourned at 10:20 AM.

Anne S. Blair, Mayor

Rosalind D. Lassoff, City Clerk

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BIL



PROCESS INFORMATION

Subject: Ordinance No. 2014-42 Relating to Sewer Connection Requirements and Amending Bainbridge Island Municipal Code Section 13.12.010

Date: December 9, 2014

Agenda Item: Consent Agenda

Bill No.: AB: 14-197

Proposed by: Public Works Director Barry Loveless

BUDGET INFORMATION

Dept/Fund: N/A

Expenditure Req.: N/A

Budgeted? ☐ Yes ☐ No

Budget Amend? ☐ Yes ☐ No

REFERRAL/REVIEW

Study Session: 12/02/14

Recommendation: Forward to 12/09/14 Consent Agenda

City Manager ☒ Yes ☐ No

Legal ☒ Yes ☐ No ☐ N/A

Finance ☐ Yes ☐ No ☒ N/A

DESCRIPTION/SUMMARY

Action Item:

Consider approval of Ordinance No. 2014-42 Relating to Sewer Connection Requirements and Amending Bainbridge Island Municipal Code Section 13.12.010.

Background:

The current BIMC Section 13.12.010 states that property owners within the City sewer service area, and within 300' of an existing sewer main, shall not be allowed to install a septic system.

City Council desires to support sustainability and one way to accomplish this is to revise the existing Code to allow an exception to this policy, for composting toilets.

Ordinance No. 2014-42 would add subsection "D" to BIMC 13.12.010 to include an allowance to install an onsite sewage system for property owners installing a composting toilet system. See attached ordinance for further details.

RECOMMENDED ACTION

Motion:

I move that the City Council approve Ordinance No. 2014-42 Relating to Sewer Connection Requirements and Amending Bainbridge Island Municipal Code Section 13.12.010.

ORDINANCE NO. 2014-42

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to sewer connection requirements and amending Section 13.12.010 of the Bainbridge Island Municipal Code.

WHEREAS, City policy states the owner of property within the City's sewer service area, as identified in the City's Comprehensive Plan requiring sewer service, shall not be allowed to install a septic system if the distance from the property to an existing sewer main with capacity to serve the property is 300 feet or less; and

WHEREAS, the City Council desires to support sustainability, and one way to help accomplish this is to revise the established policy to allow an exception for composting toilets;

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

Section 1. Section 13.12.010 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

13.12.010 Connection – Required.

A. The owner of property within the city's sewer service area, as identified in the city's comprehensive plan, requiring sewer service shall not be allowed to install a septic system if the distance from the property to an existing sewer main with capacity to serve the property is 300 feet or less, except as described in BIMC 13.12.010.D. The distance shall be measured as a straight-line distance from the end of the main to the nearest corner or edge of the property to be served. The owner of the property shall apply to the city for sewer service, extend the sewer main, and connect the property to the city's sewer system. In addition, the owner of property containing a building or structure for human occupancy or other use necessitating sewer service which is located within the city's present or future sewer service area as identified in the city's comprehensive plan and which is located within 300 feet of a sewer main, and which is certified by the local health office to be a health hazard, shall apply to the city for sewer service, extend the sewer main, and connect the property to the city's sewer system.

B. The owner of property within the city's sewer service area as identified in the city's comprehensive plan requesting sewer service may, but shall not be required to, extend an existing sewer main with capacity to serve the property if the distance from the property to the main is more than 300 feet; provided, that sewer

extensions shall be sized and configured in accordance with the city's design and construction standards and specifications.

C. A person applying to request city sewer or contract sewer system capacity availability, to connect to the city's sewer or contract sewer system, or to change his or her use of the city's sewer or contract sewer system shall request city approval on a form to be provided by the city. The application shall contain the subject parcel tax account, owner, agent, application purpose, current or previous site use, and proposed site use information. The applicant shall complete and attach to the application a project summary in a format required by the city, a sewer connection analysis form to be provided by the city, and a site plan at one-half drawing scale showing proposed sewer mains, lift stations, and manholes for all applications other than for a change in use that does not require a building permit. The application shall be signed by the owner of the premises to be served, or by the owner's duly authorized agent, and shall be filed with the city. The applicant shall pay all related application and processing fees and costs, as established by resolution or ordinance of the city council.

D. The owner of property that meets the criteria set forth in BIMC 13.12.010.A shall be allowed to install an onsite sewage system, if the project meets the following requirements:

1. Property owner will install a composting toilet system approved by the Kitsap County health district, that requires no on-site toilet fluid disposal;

2. Property owner will install a stub-out connection with clean-out just inside the property line or grant an easement for a potential future sewer connection;

3. Gray water disposal must be handled through an onsite sewage system approved by the Kitsap County health district;

4. The property owner will be required to record a notice to property title with the Kitsap County auditor that mandates connection to the city's sewer system in the event the owner, or any future owner, decides to revert back to a flush toilet system; and

5. The property owner will be required to pay any required sewer system participation fees and connection fees that apply at the time of required connection.

Section 2. This ordinance shall take effect and be in force five (5) days from its passage, approval, and publication as required by law.

PASSED BY THE CITY COUNCIL this _____ day of _____, 2014.

APPROVED BY THE MAYOR this _____ day of _____, 2014.

Anne S. Blair, Mayor

ATTEST/AUTHENTICATE:

Rosalind D. Lassoff, CMC, City Clerk

FILED WITH THE CITY CLERK:	November 24, 2014
PASSED BY THE CITY COUNCIL:	
PUBLISHED:	
EFFECTIVE DATE:	
ORDINANCE NUMBER:	2014-42

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Ordinance No. 2014-43, Final 2014 Budget Adjustments	Date: December 9, 2014
Agenda Item: Consent Agenda	Bill No.: 14-064
Proposed By: Ellen Schroer, Finance Director	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

Study Session	Recommendation: Schedule 2 nd Reading
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒ Yes ☐ No ☐ N/A
	Finance ☒ Yes ☐ No ☐ N/A

DESCRIPTION/SUMMARY

Action Item:

Consider adopting Ordinance No. 2014-43 amending the 2014 Budget of the City and providing for uses not foreseen at the time the 2014 budget was adopted.

History:

Each quarter, staff provides detail on budget adjustments for Council approval. Attached for Council's consideration is an ordinance with final budget adjustments.

RECOMMENDED ACTION

Motion:

I move that the City Council adopt Ordinance No. 2014-43 amending the 2014 Budget of the City and providing for uses not foreseen at the time the 2014 budget was adopted.

ORDINANCE NO. 2014-43

AN ORDINANCE of the City of Bainbridge Island, Washington amending the 2014 Budget of the City and providing for uses not foreseen at the time the modifications to the biennial budget for 2014 budget were adopted.

WHEREAS, on December 11, 2013, the City Council adopted modifications to the biennial budget for 2014 by Ordinance No. 2013-37; and

WHEREAS, a number of situations have occurred during 2014 which require the City to expend money on items, projects and categories not included in the 2014 Budget; now, therefore,

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

Section 1. Ordinance No. 2013-37 and the 2014 budget are each amended as shown on the attached Exhibit A.

Section 2. The City's Finance Director is authorized and directed by this ordinance to make the necessary changes to the 2014 Budget. The Finance Director is further directed to make sufficient interfund equity transfers from the appropriate funds to cover the added amounts authorized by this ordinance.

Section 3. The Finance Director is authorized and directed to properly account for the Building and Development Services activities of the City and to transfer such expenditures as are appropriate under Generally Accepted Accounting Principles from the General Fund to the Building and Development Services Fund provided that such transfers do not authorize an increase in expenditures.

Section 4. This ordinance shall take effect and be in force five days from and after its passage, approval and publication as required by law.

PASSED by the City Council this _____ day of December , 2014.

APPROVED by the Mayor this _____ day of December, 2014.

Anne S. Blair, Mayor

ATTEST / AUTHENTICATE:

Rosalind D. Lassoff, City Clerk

FILED WITH THE CITY CLERK:	November 25, 2014
PASSED BY THE CITY COUNCIL:	, 2014
PUBLISHED:	, 2014
EFFECTIVE DATE:	, 2014
ORDINANCE NO:	2014-43

2014 BUDGET ADJUSTMENTS

presented to City Council December 2, 2014

approved on __ __, 2014

SUBJECT	DESCRIPTION	FUND / Department	AMOUNT	Change to Appropriation
REET Expenditure Authority	This item increases the expenditure authority for the REET Fund due to higher than forecast revenue. This adjustment allows REET revenue to be transferred to other funds to support qualifying expenditures.	REET / Finance	\$1,021,940	Increase. Source: REET Fund
Phone System Replacement	This item adds expenditure authority to replace the existing phone system. The City's existing phone system uses out of date technology and proprietary software which can be difficult to maintain. The new phone system will provide a unified communications platform, integrating various components of the phone, email, and cell phones used by City employees. This project was originally planned for 2016, but will be completed in 2015.	General / Executive Department	\$95,000	Increase. Source: General Fund
Police Vehicle Outfitting	This item moves expenditure authority from repair and maintenance and fuel budgets to capital equipment to cover higher than budgeted costs of the planned replacement of three police vehicles. Costs were higher than anticipated due to new technology which did not allow for the transfer of equipment from the older vehicles to the new vehicles.	General / Public Safety	\$12,000	Transfer from Operating to Capital Budget. Source: General Fund
Dripping Water Creek Culvert Replacement Project	This item increases expenditure authority for the Dripping Water Creek project and amends the 2014 CIP.	SSWM / Public Works	\$28,900	Transfer within SSWM capital budget.

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BIL



PROCESS INFORMATION

Subject: General Sewer Plan - Professional Service Agreement Amendment No. 1 Extension	Date: December 9, 2014
Agenda Item: Consent Agenda	Bill No.: AB: 12-108
Proposed by: Public Works Director Barry Loveless	

BUDGET INFORMATION

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

REFERRAL/REVIEW

Study Session: 12/02/14	Recommendation: Forward to 12/09/14 Consent Agenda		
City Manager ☒ Yes ☐ No	Legal ☒ Yes ☐ No ☐ N/A	Finance ☐ Yes ☐ No ☒ N/A	

DESCRIPTION/SUMMARY

Action Item:

Consider approval of the General Sewer Plan Professional Service Agreement Amendment No. 1 changing the termination date to December 31, 2015.

Background:

The City Council approved the General Sewer Plan award to Carollo Engineers in the amount of \$274,961.00 at the December 12, 2012 City Council meeting. Amendment No. 1 changes the termination date from December 31, 2014 to December 31, 2015.

RECOMMENDED ACTION

Motion:

I move that the City Council approve the General Sewer Plan - Professional Service Agreement Amendment No. 1 changing the termination date to December 31, 2015.

**AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES**

This Amendment No. 1 to the Agreement for Professional Services, dated as of the date written below (this "Amendment"), between the City of Bainbridge Island (the "City") and Carollo Engineers, Inc. (the "Consultant") amends that certain Agreement for Professional Services, dated December 28, 2012, between the City and the Consultant (the "Agreement").

WHEREAS, the City and the Consultant entered into the Agreement to retain an engineering firm for the purposes of completing a General Sewer Plan; and

WHEREAS, City desires to extend the term of the Agreement;

NOW, THEREFORE, the City and the Consultant agree to amend the Agreement as follows:

1. Section 6(A) is hereby amended to read as follows:

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until December 31, ~~2014~~2015, unless sooner terminated by either party as provided below.

2. Except as modified herein, all other terms and conditions to the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of _____, 2014.

CAROLLO ENGINEERS, INC.

CITY OF BAINBRIDGE ISLAND

By:_____

By:_____

Douglas Schulze, City Manager

Name:_____.

Title:_____

By:_____

Name:_____.

Title:_____

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: HPO Organizational Leadership Statements	Date: December 4, 2014
Agenda Item: Consent Agenda	Bill No.: 14-190
Proposed By: Amber Richards, Executive Assistant	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

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

History:

In late 2013 and early 2014, City staff went through High Performing Organization (HPO) training, provided by the Commonwealth Center for High Performing Organizations. This training was Council supported. Its purpose was to identify ways to increase staff engagement by fundamentally changing the hierarchical leadership structure of our organization, by allowing staff to practice leadership at all levels.

Since the completion of HPO training in February, staff have been working to incorporate elements of HPO into the organizational culture of the City through the creation of numerous working groups. One such group was conceived for the purpose of developing a leadership philosophy for the City. During the process, the group determined that it was necessary to expand the scope of the project to include revising the City's existing vision, and mission statements. The end goal was to forge a vision, mission, and leadership philosophy that are intertwined as parts of the whole organizational concept. The resulting vision, mission, and leadership philosophy statements were designed collaboratively, through direct staff participation and indirectly through feedback from City staff from each department, and at all levels of the organization. These statements are designed to provide direction for the future of our City, identifies tangible, measurable results, and additionally, speaks to who we are collectively and how we conduct ourselves.

RECOMMENDED ACTION

Motion:

I move to adopt the Organizational Leadership Statements.



City of Bainbridge Island Organizational Statements

Vision Statement

Preserve and enhance the special character of the Island through stewardship and response to the community's needs by conducting transparent operations, implementing responsible public policy, and fostering community engagement.

Mission Statement

The City will work towards this vision by accomplishing results in the following areas:

- Good Governance
- Green, Well-Planned Community
- Healthy and Attractive Community
- Reliable Infrastructure and Connected Mobility
- Safe City
- Vibrant Economy

Goal Statements

The City will accomplish its mission by meeting the following for each result area:

- Good Governance
 - Protects, manages, optimizes, and invests in its financial, human, physical, and technology resources
 - Develops sustainable fiscal and operational policies and fosters trust and transparency by ensuring accountability, efficiency, integrity, innovation, and best practices in all operations
 - Supports decision-making with timely and accurate short-term and long-range analysis that enhances vision and planning
 - Provides assurance of regulatory and policy compliance to minimize and mitigate risk
 - Provides responsive and accessible leadership and facilitates timely and effective two-way communication and input with all stakeholders

- Attracts, motivates, develops, and retains a high-quality, engaged, and productive workforce
- Green, Well-Planned Community
 - Applies consistent land use regulations to ensure orderly and strategically planned growth, limit sprawl, and offer appropriate regulation with consistent community input
 - Seeks to preserve, protect, and conserve natural resources
 - Incentivizes and encourages energy conservation, sustainability, recycling, and resource preservation
 - Creates and preserves access to open space, green space, shorelines, parks, and recreational opportunities, including collaboration with other organizations and community partners
 - Provides a multi-modal transportation system, emphasizing non-motorized mobility options for bicyclists and pedestrians, minimizing the impact to the Island's environment
 - Develops, preserves, and revitalizes residential neighborhoods that are safe, attractive, accessible to public transportation and provide diverse, affordable housing options
- Healthy and Attractive Community
 - Designs, develops, and enhances parks, trails, open spaces, and recreation facilities, ensuring they are convenient, safe, accessible, attractive, and well-maintained, including collaboration with other public and private entities
 - Ensures proactive code enforcement and regulation to provide for a safe, well-maintained, attractive, and healthy environment, ensuring access to clean air and water
 - Promotes and preserves the eclectic and nostalgic "feel" of the community to support and improve tourism and to strengthen the local economy
 - Provides connected transportation and communications networks to ensure accessibility throughout the community
 - Cultivates a strong sense of culture and community by ensuring access to parks and gathering spaces, exposure to the arts, quality education and opportunities for life-long learning
 - Provides for the basic physical needs and well-being of its citizens, ensuring a variety of available housing options, and providing economic and social support services to at-risk children and families, the homeless, and those in need of mental health services
 - Collaborates with regional governments and local non-profit social service agencies
- Reliable Infrastructure and Connected Mobility
 - Provides safe, integrated, convenient, and connected travel options for pedestrians, cyclists, and motorists to easily get around
 - Plans for the long-term maintenance, repair, and replacement of roads
 - Designs, constructs, and proactively maintains a reliable utility infrastructure that delivers safe, clean water, controls storm water drainage and effectively manages sewage treatment
 - Keeps citizens connected and informed, providing a reliable communications network and leveraging opportunities to provide information to citizens through community activities

- Plans, designs, and maintains functional public facilities and parking
- Partners with others in the community to regionally plan, cooperatively prepare and collaboratively invest in properly regulated, sustainable development
- Safe City
 - Well-prepared and adequately staffed to offer protections, enforce the law, and proactively prevent crime
 - Offers protection to lives and property by promptly responding to calls for service and being sufficiently trained and prepared to react and respond to reasonably foreseeable emergency situations
 - Provides for a safe transportation network that is well-maintained, accessible, enhances traffic flow and offers safe mobility to motorists, cyclists, and pedestrians alike
 - Ensures regulatory compliance in order to provide clean and well-maintained neighborhoods to protect property, the environment, and the lives of its residents and visitors
 - Creates an informed and engaged community that encourages volunteerism and partnerships
- Vibrant Economy
 - Actively recruits, retains, and supports a diverse mix of quality businesses that meet both the seasonal and day-to-day needs of the community
 - Supports and encourages training and career development opportunities for the local workforce
 - Provides a safe, accessible, reliable, connected and well-planned place to live and work
 - Collaborates with local organizations and business groups to market and cultivate its amenities, attractiveness, location, livability, and tourism opportunities
 - Stimulates and supports local businesses through incentives, community partnerships, available housing and efficient, fiscally-responsible, “business-friendly” processes

Leadership Philosophy

The City of Bainbridge Island affirms that each employee plays an integral role in increasing the effectiveness of the organization and, as such, is vital to the City’s success. Staff is empowered to reach personal and organizational goals through:

- Collaboration
- Ownership of organizational success
- Build trust at all levels
- Innovative practices

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Annual Contract Renewals	Date: December 9, 2014
Agenda Item: Consent Agenda	Bill No.: 14-196
Proposed By: Deputy City Manager Morgan Smith	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

Study Session: 12/2/14	Recommendation: Forward to 12/9/14 Consent Agenda
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒ Yes ☐ No ☐ N/A Finance ☒ Yes ☐ No ☐ N/A

DESCRIPTION/SUMMARY

Action Item:

Approve annual renewals for agreements which require City Council approval.

Background:

Provided for City Council consideration are:

- Interlocal agreement with Kitsap Humane Society (KHS). This renewal reflects a shorter term (reduced from 5 years to 3), an updated scope of services, and annual funding consistent with the previous agreement (including annual increases of 3%).
- Professional services agreement with Kitsap County Prosecutor's Office for prosecution services. This renewal maintains the terms of the previous annual agreement, with an increase in costs of roughly \$5,000.
- Amendment Number 2 to professional services agreement with Thom Alpaugh for public defense services. This amendment extends the existing term for an additional 6 months to allow the City Attorney to examine this contract in light of the recent court decision affecting public defense services.
- Professional services agreements for community service programs with Helpline House, Bainbridge Youth Services, and Housing Resources Board (HRB). These annual agreements reflect the Biennial Budget approved by City Council in November, but the contract amounts exceed the City Manager's authority and require City Council approval.
- Concession agreement with Udo Wald for use of space in Eagle Harbor for kayak rentals. This renewal extends an existing agreement, which was changed to an annual term beginning in 2014 to allow flexibility as planning moves ahead for the City Dock and Waterfront Park projects. The terms of the agreement are consistent with the previous version.

RECOMMENDED ACTION:

I move the City Council approve the following agreements and authorize the City Manager to execute the documents: Kitsap Humane Society Interlocal Agreement, Kitsap County Prosecutor's Office Professional Services Agreement, Public Defender Services Contract (Thom Alpaugh), Community Services Agreements (Helpline House, Bainbridge Youth Services, Housing Resources Board) and the Udo Wald Concession Agreement.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this “Agreement”) is entered into as of the date written below between the City of Bainbridge Island, a Washington state municipal corporation (the “City”) and Kitsap Humane Society, a nonprofit corporation organized under the laws of the State of Washington (the “Society”).

WHEREAS, the City desires to engage the Society to act as the Animal Control and Impounding Authority for the City; and

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

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

1. SERVICES BY CONSULTANT

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

2. PAYMENT

A. The City shall pay the Society for such services an annual total amount as follows:

2015	\$61,470
2016	\$63,314
2017	\$65,213

B. The Society shall submit monthly invoices for services performed in a previous calendar month in a format acceptable to the City. The Society shall maintain time and expense records and provide them to the City upon request.

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

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

3. INSPECTION AND AUDIT

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

4. INDEPENDENT CONTRACTOR

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

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

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

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

5. DISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

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

6. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until December 31, 2017, unless sooner terminated by either party as provided below.

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

7. OWNERSHIP OF WORK PRODUCT

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

8. GENERAL ADMINISTRATION AND MANAGEMENT

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

B. In the event that the Society and the City are both negligent, then the Society's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable

attorneys' fees and disbursements) that can be apportioned to the Society, its officers, employees and agents.

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

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

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

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

10. INSURANCE

Consultant shall maintain insurance as follows:

☒ Commercial General Liability as described in Attachment B.

☒ Professional Liability as described in Attachment B.

☒ Automobile Liability as described in Attachment B.

☐ None.

11. SUBLETTING OR ASSIGNING CONTRACT

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

12. EXTENT OF AGREEMENT/MODIFICATION

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

13. SEVERABILITY

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

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

14. FAIR MEANING

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

15. NON-WAIVER

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

16. NOTICES

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

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

To the Society: Kitsap County Humane Society
 9167 Dickey Rd NW
 Silverdale, WA 98383
 Attention: Executive Director

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

17. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of

this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

18. GOVERNING LAW

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

19. VENUE

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

20. COUNTERPARTS

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____, 2014.

KITSAP HUMANE SOCIETY,
SILVERDALE, WASHINGTON

CITY OF BAINBRIDGE ISLAND

By _____
Eric Stevens, KHS Executive Director

By _____
Douglas Schulze, City Manager

Board President

Tax I.D. #91-0728353

Bus. Lic. #

CITY OF BAINBRIDGE ISLAND

ATTACHMENT A TO 2015 ANIMAL CONTROL SERVICE AGREEMENT

The Kitsap Humane Society and Kitsap Animal Rescue and Enforcement routinely provide the following services to the citizens of Bainbridge Island:

- Complaint investigation of animal cruelty and violations.
- 24-hour, 7-day a week emergency services that include the following:
 - a. Injured stray animals
 - b. Animals injured in accidents owned or otherwise.
 - c. Removal of livestock on city maintained roadways.
 - d. Dogs declared potentially dangerous or dangerous dogs at large
 - e. Same day dog bites (unprovoked)
 - f. Law enforcement assistance.(After hours we are contacted through our answering service 692-6977 X 7216 or Cen-Com.)
- Deceased domestic animal pickup.
- Provide veterinarian care for injured stray or surrendered animals.
- A 24-hour lost and found pet information phone line (360-692-6977 X1).
- Provide exemplary kenneling and care facilities for all city strays including inoculations and flea treatment.
- Provide a redemption system for impounded animals.
- An adoption program that promotes responsible pet ownership as well as securing the spaying or neutering of the animals.
- Administrative staff to oversee the programs as well as support staff to handle phones, dispatching, accounting and all general office functions.
- Cooperatively work with local and out-of-state rescue groups to find homes for our community animals.
- Low cost spay/neuter surgeries for low-income citizens of Bainbridge Island.
- Animal food for low income citizens.
- Resource facility for court ordered community service.

1. The Society shall act as the Animal Control and Impounding Authority for the City, and shall provide impound services and facilities for all animals for which impounding is authorized as further described herein.

2. The Society shall faithfully enforce all ordinances of the City and/or statutes of the State of Washington now in effect relative to the care, treatment, control, impounding and licensing of animals.

3. The Society, under the authority and at the direction of the Health Officer of the Kitsap County Health District shall, pursuant to the direction of the Health Officer or in accordance with the request of the owner, quarantine all animals that shall have bitten a person so as to have

broken the skin; provided, that the responsibility for the release of such animals from confinement shall be that of the Health Department. It is the responsibility of the Health Officer to monitor animals under confinement, and the Society shall cooperate with the Health Officer in the record keeping necessary to monitor the keeping of quarantined animals. Such records shall be maintained for five (5) years.

4. Routine and “Emergency Service.” The Society shall perform the emergency services listed in lines a-f on the first page of this Attachment A during normal business hours of the Society; however, the clearing of livestock from roadways and the impoundment of injured animals shall be considered as an “emergency” and responded to 24 hours a day, 365 days a year. All “emergencies” shall be at the discretion of the Society and may include police, fire and other law enforcement assistance where animals have been involved such as traffic stops, accidents or fire. Nothing contained herein shall require the Society or its agents to respond after the Society’s normal business hours for routine animal complaints, pickups or patrols.

5. The Society shall accept all dogs, cats and other small pets brought to the Shelter by their owners and/or authorized person; provided, such animals shall not have bitten any person within the last ten (10) days so as to have broken the skin; provided further, that disposition of said animals shall be at the discretion of the Society. A nominal fee is charged for this service. Nothing herein contained shall be construed to prevent the Society from charging for euthanasia and/or cremation where such services are requested of the Society or deemed necessary.

6. The Society shall provide its animal control officers the necessary courtroom training to present evidence and provide testimony in the prosecution of all violations of any ordinance or statute pertaining to animals as herein defined.

7. The City, through the City Prosecutor, shall be responsible for prosecuting those cases deemed necessary to enforce City Ordinances relating to animal control. The City Prosecutor shall provide legal assistance to Society personnel in the interpretation and administration of said ordinances and laws.

8. The duties of the Society, as set forth herein, shall pertain to all domestic animals. The duties of the Society, as set forth herein, shall not pertain to wild animals or game birds.

9. The Society, during the term of this Agreement, shall function as a nonprofit corporation; provided, that nothing herein contained shall be construed to prevent the Society from selling impounded animals, strays or gift animals, nor from boarding a few animals under quarantine, at the request of the owners.

10. The Society shall be responsible for issuing licenses and collecting the fees for domestic animals adopted out of Kitsap Humane Society to Bainbridge Island residents, for all animals for which a license is required by Bainbridge Island City Ordinance, at no additional cost to the City of Bainbridge Island. License fees will be remitted to the City of Bainbridge Island on a monthly basis. The Society may impose a surcharge, for each license issued, to be retained by the Society to mitigate administrative costs.

ATTACHMENT B

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

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

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

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

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

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

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



Kitsap County
CONTRACT REVIEW SHEET
(Chapter 3.56 KCC)

A. GENERAL INFORMATION

1. Contractor City of Bainbridge Island
2. Purpose Provide prosecution legal services
3. Contract Amount \$98,011 Disburse ☐ Receive ☒
4. Contract Term January 1, 2015 – December 31, 2015
5. Contract Administrator Jacquelyn Aufderheide Phone 360.337.4973
Approved: _____ **Date** _____
Department Director

B. AUDITOR – ACCOUNTING INFORMATION

1. Contract Control Number KC-
2. Fund Name Legal services
3. Payment from-Revenue to CC/Account Nbr 9081.3380.15
4. **Encumbered By** _____ **Date** _____

C. AUDITOR'S ACCOUNTING – GRANTS REVIEW

Signature required only if contract is grant funded

1. ☐ Approved ☐ Not Approved
Reviewer _____ **Date** _____
2. Comments: _____

D. ADMINISTRATIVE SERVICES DEPARTMENT – RISK MANAGER REVIEW

1. ☐ Approved ☐ Not Approved
Reviewer _____ **Date** _____
2. Comments: _____

E. ADMINISTRATIVE SERVICES DEPARTMENT – BUDGET MANAGER REVIEW

Signature required only if contract is for \$50,000 or more, OR it will be signed by board of commissioners (regardless of dollar amount)

1. ☐ Approved ☐ Not Approved
Reviewer _____ **Date** _____
2. Comments: _____

F. PERSONNEL DEPARTMENT – PERSONNEL DIRECTOR REVIEW

Signature required only if union or employment contract

1. ☐ Approved ☐ Not Approved
Reviewer _____ **Date** _____
2. Comments: _____

G. PROSECUTING ATTORNEY REVIEW

1. ☐ Approved as to Form ☐ Not Approved as to Form
Reviewer _____ **Date** _____
2. Comments: _____

**H. CERTIFICATION BY CONTRACT ADMINISTRATOR: THIS CONTRACT IS
READY FOR CONSIDERATION BY THE AUTHORIZED CONTRACT SIGNER.**

(For contract signing authority, see KCC 3.56.075)

Contract Administrator _____

Date _____

Date Approved by Authorized Contract Signer: _____

Date _____

RETURN SIGNED ORIGINALS TO:

Tracy Osbourne, MS-35A (x5776)



Meeting Date:
Agenda Item No:

<u>Kitsap County Board of Commissioners</u>			
Department: Kitsap County Prosecuting Attorney's Office Staff Contact: Russell D. Hauge, Jacquelyn Aufderheide Title: Legal Services Agreement (Prosecution Services)			
Recommended Action: Move that the Board of County Commissioners execute the Legal Services Agreement (Prosecution Services) with the City of Bainbridge Island			
Summary:		This Legal Services Agreement (Prosecution Services) allows the Kitsap County Prosecuting Attorney's Office to provide prosecution services to the City of Bainbridge Island as assigned. The County will be compensated \$98,011.00 during 2015 for providing these services.	
Attachments:		Legal Services Agreement (Prosecution Services)	
<u>Fiscal Impact for this Specific Action</u>			
Expenditure required for this specific action:		No direct expenditures. Indirect expenditures include attorneys and support staff time, etc., which are included.	
Related Revenue for this specific action:		\$98,011	
Cost Savings for this specific action:		n/a	
Net Fiscal Impact:		n/a	
Source of Funds:		n/a	
<u>Fiscal Impact for Total Project</u>			
Project Costs:		n/a	
Project Costs Savings:		n/a	
Project Related Revenue:		\$98,011	
Project Net Total:		\$98,011	
<u>Fiscal Impact (DAS) Review</u>			
<u>Departmental/Office Review & Coordination</u>			
Department/Office		Elected Official/Department Director	
<u>Contract Information</u>			
Contract Number	Date Original Contract or Amendment Approved	Amount of Original Contract Amendment	Total Amount of Amended Contract

LEGAL SERVICES AGREEMENT

Prosecution Services

This Legal Services Agreement for Prosecution Services (this “Agreement”) is entered into between the City of Bainbridge Island (the “City”) and the Kitsap County Prosecuting Attorney (the “Prosecutor”) pursuant to the provisions of Chapter 39.34 RCW (Interlocal Cooperation Act) as of January 1, 2015.

WHEREAS, the Interlocal Cooperation Act permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the City and the Prosecutor wish to mutually cooperate for the purposes described herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section I

PURPOSE

The purpose of this Agreement is for the Prosecutor to provide legal services for the City for prosecution of municipal criminal complaints and civil infractions.

Section II

SERVICES

The Prosecutor will provide the full range of prosecution services (i.e., prosecution/case management, legal advisor and special projects as required) to the Police Department of the City, as more fully described in Exhibit A: Scope of Work, which is incorporated herein.

Section III

TERM OF AGREEMENT

The term of this Agreement is January 1, 2015 through December 31, 2015.

Section IV

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party, with or without cause, upon four months’ advance written notice to the other party.

Section V COMPENSATION

The City and the Prosecutor agree that compensation for services rendered under this Agreement shall be at an annual cost of \$98,011.00 beginning on January 1, 2015 and shall be paid in equal monthly installments.

Section VI OFFICE FACILITIES

The City will provide office space, furnishings and office equipment for one attorney and one support staff member of the Prosecutor.

Section VII INSURANCE AND HOLD HARMLESS

A. Insurance

Prior to and during the performance of the work covered by this Agreement, the Prosecutor shall provide the City with evidence that it has obtained and maintains in full force and effect during the term of this Agreement a policy of professional liability insurance, and/or errors and omissions insurance, providing coverage of at least \$1,000,000 for professional liability or errors and omissions in connection with the work to be performed by the Prosecutor under this Agreement. The Prosecutor shall furnish a certificate of insurance to the City for review by the City. The City shall be provided 30 days' written notice of any cancellation of such professional liability insurance.

B. Indemnification

Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, employees and agents against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees and agents in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the termination of this Agreement.

Section VIII GENERAL PROVISIONS

A. Integration. This Agreement constitutes the entire agreement between the parties. No other understandings or representations, oral or written, regarding the subject matter of this Agreement will be deemed to exist or bind the parties.

B. Amendments. Except as provided in Section V (relating to changes in compensation), this Agreement may be modified or amended only by a writing duly executed by authorized representatives of both parties.

C. Coverage. The City contracts with the Prosecutor for prosecution assistance on an annual basis. The Prosecutor shall be responsible for providing backup and coverage in the event of any absence or conflict at costs within the annual budget. Such backup and coverage shall be provided only by duly appointed deputy prosecuting attorneys.

D. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and addressed as follows:

If to the City:

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

If to the Prosecutor:

Kitsap County Prosecuting Attorney
614 Division Street, MS-35
Port Orchard, WA 98366

E. Files. All files and other documents maintained by the Prosecutor shall be the files of the City and accessible by the City through its City Attorney or other duly authorized representative during normal business hours. At the request of the City, any and all files maintained by the Prosecutor shall be tendered to the City.

F. Independent Contractor. Prosecutor and assistant(s) are professionals acting without direct supervision and are independent contractors. Prosecutor waives any claim in the nature of a tax, charge, cost or employee benefit which would attach if Prosecutor or assistant(s) were held to be employees of the City.

G. Non-Discrimination. Prosecutor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification. Prosecutor shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. Violation of this section shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work from City.

H. Governing Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated only in the Superior Court of Kitsap County, Washington.

I. Severability. The invalidity or unenforceability of any provision in this Agreement shall not affect the validity or enforceability of any other provisions that can be given effect without the offending provision.

J. No Waiver. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

K. Administration. This Agreement will be jointly administered by the City and the Prosecutor. This Agreement does not create any separate legal or administrative entity.

L. Financing; Budget. This Agreement does not contemplate joint financing of the activities within its scope, nor does it contemplate a joint budget.

M. Property Acquisition and Disposition. This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date stated above.

CITY OF BAINBRIDGE ISLAND

Douglas Schulze, City Manager

KITSAP COUNTY PROSECUTING ATTORNEY

Russell D. Hauge, Kitsap County Prosecuting Attorney

KITSAP COUNTY

BOARD OF COMMISSIONERS
KITSAP COUNTY, WASHINGTON

Charlotte Garrido, Chair

Robert Gelder, Commissioner

Linda Streissguth, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

EXHIBIT A: SCOPE OF WORK

The Prosecutor will provide the full range of criminal prosecution and civil infraction enforcement (i.e., prosecution/case management, legal advisor and special projects as required) to the City's commissioned officers and other enforcement personnel as applicable.

I. MUNICIPAL COURT

A. Appearance and Preparation for All Regularly Scheduled Monthly Calendars as Follows:

1. Non-jury trials
2. Motion calendars
3. Jury readiness calendars
4. Contested infractions calendars, including administrative hearings and traffic hearings, but only in cases where a Notice of Appearance has been filed by a licensed attorney and/or as otherwise agreed by the parties
5. Jury trial calendars
6. Arraignments
7. Sentencings
8. Revocation hearings
9. Motions
10. Preliminary hearings (probable cause)
11. In-Custody hearings

B. Miscellaneous:

1. Review cases, make decisions and file complaints
2. Obtain search and arrest warrants
3. Day-to-day advice, as needed, by telephone or in-person contact with City Police Department officers

II. SUPERIOR COURT

Appeals (preparation and appearance):

1. Commencing (only after discussion and authorization from City Attorney)
2. Defending

III. MEETINGS

- A. Attend All Meetings with Police Department, City staff or City Council as Requested or Required to Address Current Issues
- B. Prepare Memoranda Addressing Legal Ramifications of Courses of Action Contemplated as Part of Those Meetings

- IV. PROVIDE LIAISON BETWEEN CITY POLICE DEPARTMENT AND COURT SYSTEM REGARDING PROCEDURES AND ENFORCEMENT**
- V. PREPARE, REVIEW AND RESPOND TO ISSUES AS REQUESTED BY CITY ATTORNEY, CHIEF OF POLICE OR DEPUTY CHIEF OF POLICE**
- VI. RECOMMEND NEEDED MUNICIPAL CODE AMENDMENTS TO CITY ATTORNEY**
- VII. PROVIDE QUARTERLY REPORTS TO CITY AND CITY ATTORNEY'S OFFICE IDENTIFYING TOTAL CASE FILINGS AND CASE DISPOSITIONS**

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT**

This Amendment No. 1 to the Professional Services Agreement, dated as of the date written below (this "Amendment"), between the City of Bainbridge Island (the "City") and the Law Offices of Thomas S. Alpaugh, Inc. (formerly Thomas S. Alpaugh) (the "Attorney") amends that certain Professional Services Agreement, dated May 26, 2011, between the City and the Attorney, as amended by Amendment No. 1 to Professional Services Agreement, dated May 29, 2014 (the "Agreement").

WHEREAS, the City and the Attorney entered into the Agreement to provide legal representation for indigent persons charged with certain criminal offenses in the City's Municipal Court;

WHEREAS, the Agreement is scheduled to expire on December 31, 2014 absent an agreement between the parties to extend;

WHEREAS, a recent federal decision regarding misdemeanor public defense services in Washington state as well as new State Supreme Court guidelines on case weighting and the number of cases a public defender can handle necessitated changes in the City's public defense system, and the City's contract with Attorney needs to be updated accordingly;

WHEREAS, the parties desire to extend the term of the Agreement while they address changes in the City's public defender contract;

NOW, THEREFORE, the City and the Attorney agree to amend the Agreement as follows:

1. Section 2 of the Agreement is hereby amended to read as follows:

The term of this Agreement shall commence on June 1, 2011 and expire on ~~December 31, 2014~~ June 30, 2015. This Agreement may be extended thereafter by mutual agreement of the parties. Attorney agrees to continue to represent appointed clients where such appointment occurs prior to the end of the term of this Agreement, even should such cases be active beyond the term of this Agreement, provided, in no event shall Attorney be required to continue such representation without additional compensation beyond ~~May 31~~ September 30, 2015.

2. Except as modified herein, all other terms and conditions to the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of
December ____, 2014.

LAW OFFICES OF THOMAS S.
ALPAUGH, INC.

CITY OF BAINBRIDGE ISLAND

By:_____

By:_____
Douglas Schulze, City Manager

AGREEMENT FOR COMMUNITY SERVICES

THIS AGREEMENT FOR COMMUNITY SERVICES (this "Agreement") is entered into as of the date written below between the City of Bainbridge Island, a Washington state municipal corporation (the "City") and Helpline House, a Washington non-profit corporation (the "Service Provider").

WHEREAS, the City desires to assist the Service Provider by providing funds for social services; and

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

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

1. SERVICES BY SERVICE PROVIDER

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

The Service Provider will acknowledge support from the City in promotional materials.

2. PAYMENT

A. The City shall pay the Service Provider One Hundred Thirteen Thousand Dollars (\$113,000) for all services performed under this Agreement, to be billed quarterly. The Service Provider shall execute this Agreement by June 30, 2015 in order to receive funding for 2015.

B. The Service Provider shall submit quarterly invoices for services performed in a previous quarter in a format acceptable to the City. The Service Provider shall maintain time and expense records and provide them to the City upon request.

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

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

3. REPORT ON EXECUTION OF SERVICES

The Service Provider shall submit a final report prior to or accompanying their last invoice, due on January 22, 2016. In this report, the Service Provider shall:

1. Summarize the activities undertaken in providing the services described in Attachment A.
2. Reference the project objectives specified in Attachment A. Were those objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?
3. Reference the specific measurable results specified in Attachment A. Were they achieved? If not, what challenges prevented the achievement of the anticipated results?
4. Describe involvement of any partners specified in Attachment A, as well as any unexpected cooperative relationships that developed through implementation of the project.
5. Reference the project budget specified in the Attachment A. Provide an analysis of actual expenses and income in relation to the projected budget.

4. INSPECTION AND AUDIT

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

5. INDEPENDENT CONTRACTOR

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

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

tax or assessment as a result of this Agreement, the Service Provider shall pay the same before it becomes due.

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

6. DISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force until December 31, 2015, unless sooner terminated by either party as provided below.

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

8. OWNERSHIP OF WORK PRODUCT

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

9. GENERAL ADMINISTRATION AND MANAGEMENT

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

10. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

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

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

11. INSURANCE

Service Provider shall maintain insurance as follows:

- ☐ Commercial General Liability as described in Attachment B.
- ☐ Directors and Officers Liability as described in Attachment B.
- ☐ Automobile Liability as described in Attachment B.
- ☒ None.

12. SUBLETTING OR ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Service Provider to any other person or entity without the prior written

consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Service Provider as stated herein.

13. EXTENT OF AGREEMENT/MODIFICATION

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

14. SEVERABILITY

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

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

15. FAIR MEANING

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

16. NON-WAIVER

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

17. NOTICES

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

To the City:	City of Bainbridge Island 280 Madison Avenue North Bainbridge Island, WA 98110 Attention: City Manager
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To the Service Provider:	Helpline House 282 Knechtel Way NE Bainbridge Island, WA 98110
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Attention: Executive Director

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

18. SURVIVAL

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

19. GOVERNING LAW

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

20. VENUE

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

21. COUNTERPARTS

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of December ____, 2014.

HELPLINE HOUSE

CITY OF BAINBRIDGE ISLAND

By_____

By_____

Douglas Schulze, City Manager

Name_____

Title_____

Tax I.D. #_____

**Helpline House
2015**

Scope of Services – Case Management: \$96,132

- Assessment of immediate crisis needs and referral to local, county, state and federal emergency funds
- Coordination and advocacy with local, county, state and federal programs to maximize all available resources towards longer term solutions. We are a bridge
- Active coordination of services with key agencies, including Kitsap Mental Health, the YWCA ALIVE Program and Kitsap Community Resources
- Support for volunteers on working with persons with serious mental health issues and families in crisis
- A bridge to resources for the island's senior population and their families
- Use of the Statewide (Senior) Health Insurance Benefits Advisor (SHIBA) Program to assist Senior Citizens to select the best Medicare plan for their health care needs
- Advocacy on mental health, transportation and Medicare issues to the most vulnerable segment of our population
- Face-to-face meetings for assistance with prescription drug plans, for applications to the federally funded Supplemental Nutrition Assistance Program (SNAP), and for resources that support seniors to remain independent while growing older in this community
- Supervision and interaction with a staff of four professional social workers
- Coordination of direct services and referrals for local veterans for the Veterans Assistance Foundation (VAF)
- Use of group modalities to assist clients in learning new skills and processing strategies for more positive outcomes in everyday situations
- Screen families for scholarship eligibility for youth activities including sports, science, art and music organizations.
- Provide job search support through resume building, job referrals and transportation. Assistance for interviews.
- Contact with managers of low-income housing for those in need of housing

Specific deliverables

- Financial problems of approximately 480 clients with more than 1,250 services
- Housing problems of approximately 120 clients with more than 240 services
- Medical problems for 130 clients with approximately 285 services
- Mental health problems for more than 125 clients with over 775 services
- Medicare, Medicaid and SNAP (food security) advocacy and referral for up to 135 clients
- Employment assistance for approximately 90 clients with more than 150 services
- Scholarship evaluation for children's enrichment activities for approximately 145 clients with more than 300 services

These services will be delivered to approximately 90% of clients who reside on Bainbridge Island.

Scope of Services – Emergency Rental Assistance: \$16,868

Emergency rental provides rental assistance to residents of Bainbridge Island in order to prevent homelessness and to help families in crisis due to a job loss, reduction in hours, illness or other issues. Helpline House will screen all applicants for eligibility. All funding goes directly to rental payments for eligible applicants.

Specific deliverables

- Provide emergency rental assistance to approximately 36 households.

Helpline House will acknowledge support from COBI
in all promotional materials

AGREEMENT FOR COMMUNITY SERVICES

THIS AGREEMENT FOR COMMUNITY SERVICES (this “Agreement”) is entered into as of the date written below between the City of Bainbridge Island, a Washington state municipal corporation (the “City”) and Bainbridge Youth Services (the “Service Provider”).

WHEREAS, the City desires to assist the Service Provider by providing funds for counseling and outreach programs and services for the community’s adolescents; and

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

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

1. SERVICES BY SERVICE PROVIDER

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

The Service Provider will acknowledge support from the City in promotional materials.

2. PAYMENT

A. The City shall pay the Service Provider Thirty-Eight Thousand Four Hundred Fifty-Three Dollars (\$38,453) for all services performed under this Agreement, to be billed quarterly. The Service Provider shall execute this Agreement by June 30, 2015 in order to receive funding for 2015.

B. The Service Provider shall submit quarterly invoices for services performed in a previous quarter in a format acceptable to the City. The Service Provider shall maintain time and expense records and provide them to the City upon request.

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

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

3. REPORT ON EXECUTION OF SERVICES

The Service Provider shall submit a final report prior to or accompanying their last invoice, due on January 22, 2016. In this report, the Service Provider shall:

1. Summarize the activities undertaken in providing the services described in Attachment A.
2. Reference the project objectives specified in Attachment A. Were those objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?
3. Reference the specific measurable results specified in Attachment A. Were they achieved? If not, what challenges prevented the achievement of the anticipated results?
4. Describe involvement of any partners specified in Attachment A, as well as any unexpected cooperative relationships that developed through implementation of the project.
5. Reference the project budget specified in the Attachment A. Provide an analysis of actual expenses and income in relation to the projected budget.

4. INSPECTION AND AUDIT

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

5. INDEPENDENT CONTRACTOR

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

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

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

6. DISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force until December 31, 2015, unless sooner terminated by either party as provided below.

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

8. OWNERSHIP OF WORK PRODUCT

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

9. GENERAL ADMINISTRATION AND MANAGEMENT

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

10. HOLD HARMLESS AND INDEMNIFICATION

A. The Service Provider agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens,

liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the Service Provider, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the Service Provider under this Agreement.

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

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

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

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

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

11. INSURANCE

Service Provider shall maintain insurance as follows:

- ☒ Commercial General Liability as described in Attachment B.
- ☒ Directors and Officers Liability as described in Attachment B.
- ☐ Automobile Liability as described in Attachment B.
- ☐ None.

12. SUBLETTING OR ASSIGNING CONTRACT

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

13. EXTENT OF AGREEMENT/MODIFICATION

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

14. SEVERABILITY

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

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

15. FAIR MEANING

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

16. NON-WAIVER

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

17. NOTICES

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

To the City:	City of Bainbridge Island 280 Madison Avenue North Bainbridge Island, WA 98110 Attention: City Manager
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To the Service Provider:	Bainbridge Youth Services PO Box 11173 Bainbridge Island, WA 98110 Attention: Executive Director
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or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be

deemed effective when mailed or hand-delivered at the addresses specified above.

18. SURVIVAL

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

19. GOVERNING LAW

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

20. VENUE

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

21. COUNTERPARTS

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of December ____, 2014.

BAINBRIDGE YOUTH SERVICES

CITY OF BAINBRIDGE ISLAND

By _____

By _____
Douglas Schulze, City Manager

Name _____

Title _____

Tax I.D. # _____

ATTACHMENT A



City of Bainbridge Island

2015 Scope of Work

Organization: Bainbridge Youth Services

Contact Person: Marina Cofer-Wildsmith, Executive Director **Phone:** 780-1849

Email Address: marina@bainbridgeyouthservices.org

Organization's Mailing Address: P.O. Box 11173 Bainbridge Island, WA 98110

Funding for 2015: Amount granted: \$ 38,453.00 For: Program & Services

2015 Work Plan: Services provided by these funds will support the BYS mission to promote the social and emotional well being of all community adolescents and young adults through counseling and diverse outreach programs and services. Funds will pay counselors, primarily, with some dollars to support administrators, trainings, and support staff. Our training programs will be established based on the needs by parents through our Healthy Youth Summit series as well as by youth who sit our newly formed Teen Council.

Founded in 1962, BYS's primary function is to provide no cost, confidential counseling for youth ages 12 through 21. Although BYS receives many referrals from school teachers, guidance counselors, the school nurse, and parents, many students self refer to BYS counselors. BYS assures quality care for our clients by providing formal clinical supervision to counselors, by maintaining policies for clinical recordkeeping procedures, and by hiring masters' level clinicians who are eligible for licensure by the State of Washington.

Over the last decade we have counseled nearly 2,000 clients administering an average of over 1,170 hours (direct contact) each year of intervention care; referred 2,500 youth to over 4,500 job opportunities; reached over 10,000 youth with our outreach programs and recognized hundreds of "often missed" youth for doing extraordinary things to make our world a better place to live.

Many of our teens come to us in crisis, rooted either at home, school, with their peers or having been in trouble with the police. It's through our counseling and diligence that we get these youth through their time of crisis and stabilized.

BYS counselors report an increase over the last year in the number of students reporting heightened anxiety levels due to increased difficulties with peer relationships and home life situations. We are seeing a higher rate of clients experiencing anxiety and depression. Our counselors now administer anxiety and depression measurement tools and we have found that both our counseling and support groups lower both anxiety and depression rates dramatically.

The Bainbridge Island School District guidance counselors primarily provide academic counseling, and the need for BYS to help fill the gap for other counseling issues continues to grow. This is illustrated by the number of referrals from the high school and middle school guidance teams and by the WASA award given to us in 2012.

BYS is the only agency on Bainbridge and in North Kitsap County that provides no-fee, confidential mental health counseling to youth in need.

In addition to our core program of Counseling, BYS provides additional programs and services to support the Bainbridge Community and its youth. For example, through a partnership with the Kitsap County Juvenile Court System, BYS provides Diversion services to local families, providing an alternative to the traditional court experience. BYS also provides a Jobs Posting Service online for teens and community members as well as a new program providing paid internships for 6 weeks during the summer. Through our Compassionate Action awards, BYS recognizes over 100 + teen volunteers for their acts of compassion in the community.

And specifically in 2015 we are hosting a 4th Healthy Youth Summit in March and launching a public awareness campaign on "listening". Listening will be targeted towards both teens and parents. These activities will be in partnership with BI School District, Rotary Club of Bainbridge Island and Raising Resilience. We have a grant for this campaign from Bainbridge Community Foundation.

Lastly, in order to expand our reach to larger numbers of youth with our counseling we will be adopting a social media campaign strategy to market the newly created website askBYS.org, a website where both youth and parents can post questions to either a counselor or a medical doctor. Answers are supplied within two business days.

Deliverables: Specific client information is, of course, confidential. However, we do track service provision statistics through an encrypted data base and will submit counseling hours provided as part of our quarterly invoices and reports. We anticipate hundreds of hours of counseling to be provided each quarter to island teens in need of mental health support.

Additionally, we can provide a narrative of trends & topics in the counseling program as well as descriptions of additional efforts and programs taking place at Bainbridge Youth Services.

ATTACHMENT B

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

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

B. Directors and Officers Liability Insurance with limits no less than \$1,000,000.00 limit per occurrence.

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

Before commencing work and services, the Service Provider shall provide to the person identified in Section 9 of the Agreement a Certificate of Insurance evidencing the required insurance. City reserves the right to request and receive a certified copy of all required insurance policies.

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

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

AGREEMENT FOR COMMUNITY SERVICES

THIS AGREEMENT FOR COMMUNITY SERVICES (this “Agreement”) is entered into as of the date written below between the City of Bainbridge Island, a Washington state municipal corporation (the “City”) and Housing Resources Board (the “Service Provider”).

WHEREAS, the City desires to assist the Service Provider in delivering services for low-income City residents by providing funds for the HomeShare Program and the Independent Living Program; and

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

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

1. SERVICES BY SERVICE PROVIDER

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

The Service Provider will acknowledge support from the City in promotional materials.

2. PAYMENT

A. The City shall pay the Service Provider Fifty-Four Thousand One Hundred Sixty Dollars (\$54,160) for all services performed under this Agreement as described in Attachment A, to be billed quarterly in equal amounts. The Service Provider shall execute this Agreement by June 30, 2015 in order to receive funding for 2015.

B. The Service Provider shall submit quarterly invoices for services performed in a previous quarter in a format acceptable to the City. The Service Provider shall maintain time and expense records and provide them to the City upon request.

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

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

3. REPORT ON EXECUTION OF SERVICES

The Service Provider shall submit a final report prior to or accompanying their last invoice, due on January 22, 2016. In this report, the Service Provider shall:

1. Summarize the activities undertaken in providing the services described in Attachment A.
2. Reference the project objectives specified in Attachment A. Were those objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?
3. Reference the specific measurable results specified in Attachment A. Were they achieved? If not, what challenges prevented the achievement of the anticipated results?
4. Describe involvement of any partners specified in Attachment A, as well as any unexpected cooperative relationships that developed through implementation of the project.
5. Reference the project budget specified in the Attachment A. Provide an analysis of actual expenses and income in relation to the projected budget.

4. INSPECTION AND AUDIT

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

5. INDEPENDENT CONTRACTOR

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

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

tax or assessment as a result of this Agreement, the Service Provider shall pay the same before it becomes due.

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

6. DISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force until December 31, 2015, unless sooner terminated by either party as provided below.

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

8. OWNERSHIP OF WORK PRODUCT

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

9. GENERAL ADMINISTRATION AND MANAGEMENT

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

10. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

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

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

11. INSURANCE

Service Provider shall maintain insurance as follows:

☒ Commercial General Liability as described in Attachment B (Independent Living Program only).

☐ Directors and Officers Liability as described in Attachment B.

☐ Automobile Liability as described in Attachment B.

☐ None.

12. SUBLETTING OR ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Service Provider to any other person or entity without the prior written

consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Service Provider as stated herein.

13. EXTENT OF AGREEMENT/MODIFICATION

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

14. SEVERABILITY

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

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

15. FAIR MEANING

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

16. NON-WAIVER

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

17. NOTICES

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

To the City:	City of Bainbridge Island 280 Madison Avenue North Bainbridge Island, WA 98110 Attention: City Manager
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To the Service Provider:	Housing Resources Board 250 Madrona Way NE, Suite 110-B
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Bainbridge Island, WA 98110
Attention: Executive Director

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

18. SURVIVAL

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

19. GOVERNING LAW

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

20. VENUE

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

21. COUNTERPARTS

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of December ____, 2014.

HOUSING RESOURCES BOARD

CITY OF BAINBRIDGE ISLAND

By _____

By _____
Douglas Schulze, City Manager

Name _____

Title _____

Tax I.D. # _____

ATTACHMENT A

2015 SCOPE OF SERVICES

A. HomeShare Program

The HomeShare Program provides alternative affordable housing options using the existing housing stock. HRB works to match HomeSeekers with HomeProviders that have an accessory dwelling unit or extra space in their homes. HomeSeekers pay rent to the HomeProvider or trade work around the house in exchange for rent or partial rent. This program additionally provides assistance, education, and other resources to those who are searching for affordable housing. Staff works closely with HomeSeekers and HomeProviders to define their particular housing needs such as capacity to pay rent or provide services, rental income needed, applicable housing accommodations, length of time housing arrangement is needed, and desired characteristics of others in the home. Once a match is made, staff helps both parties develop a rental agreement and can assist both parties with communications if issues arise. Funding is spent as described below:

- 90% of the funding is to be used for salaries of staff working directly on the program and marketing and advertising expenses
- 10% of the funding is to be used for operational costs for administering this program

B. Independent Living Program

The Independent Living Program provides services to Bainbridge Island residents with specified or non-specified health impairments, diminished capacities, or physical challenges by making alterations to their living situations so that they may remain safely in their homes. Eligible residents who utilize this program are elderly and/or disabled and are the most vulnerable members of our community. Staff works closely with the resident(s) of the home to determine what the needs are in order for the resident to continue living safely and functionally in the space. Many have multiple complex needs and staff not only assesses each situation to determine what role Independent Living will play in solving issues, but also works with other partners in the community to find holistic solutions to the situation. This ensures that Independent Living funds are spent in the most sustainable way and can make a true difference in the life of the resident(s). The funding is used for the following program expenses:

- 47% of the funding to be used for salaries of staff working directly on program activities, which includes time spent qualifying applicants, assessing applicants and their living situation, and project managing work done in the home.
- 43% of the funding to be used for materials and contractor time for construction work performed and for the cost of an occupational therapist assessment of the home, if needed.
- 10% to be used for marketing, advertising and operational costs for administering the program

Total amount awarded: \$54,160

In years passed we have allotted a dollar amount to each program. For 2015 we would like to propose a total amount awarded and have the flexibility to assign the monies to one of the two programs. We have found that one program sometimes expends more of their dollars than another and having the ability to assign it quarterly would be very helpful to us and the clients.

ATTACHMENT B

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

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

B. Directors and Officers Liability Insurance with limits no less than \$1,000,000.00 limit per occurrence.

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

Before commencing work and services, the Service Provider shall provide to the person identified in Section 9 of the Agreement a Certificate of Insurance evidencing the required insurance. City reserves the right to request and receive a certified copy of all required insurance policies.

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

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

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT (this "Agreement") is between the City of Bainbridge Island, a municipal corporation ("City"), and Udo Wald ("Concessionaire").

R E C I T A L S

A. The Concessionaire operates a small boat rental concession on a barge located at the City's Waterfront Park, through which the Concessionaire rents small boats such as sea kayaks, canoes and paddle boats, as well as providing kayak instruction and guiding trips around Eagle Harbor and Bainbridge Island.

B. The City has determined that the small boat rental concession proposed by the Concessionaire is beneficial to Bainbridge Island residents and businesses, and promotes tourism within Bainbridge Island.

In consideration of the mutual covenants set forth below, the parties agree as follows:

1. Grant of Concession and Description of Concession Premises. The City grants to the Concessionaire for the term of this Agreement, the exclusive concession, right and privilege to operate a boat rental facility and provide other services at the City's Waterfront Park, subject to the terms and conditions set forth in this Agreement. The Concessionaire shall operate the concession business from a barge owned or provided by the Concessionaire (the "Concession Premises"), which shall be accessed from a City-owned dock located as described on Exhibit A, attached hereto and incorporated by this reference. The Concessionaire shall operate the concession business for public outdoor recreation purposes in compliance with any Outdoor Recreation Grant received in connection with the concession business and with the Land and Water Conservation Fund Act and the Act's implementing regulations, if any.

2. Term of Agreement. This Agreement shall be for a term of one year, commencing on January 1, 2015 and ending on December 31, 2015. In the event the City commences repairs or renovations to the City-owned dock, City shall have the right to terminate this Agreement with 60 days' advance written notice.

3. Payments to City.

3.1 Concessionaire shall pay to the City Three Thousand Seventy-Five Dollars (\$3,075) in equal installments on a quarterly basis, and payments shall be due by the last day of each quarter beginning March 31.

3.2 As used in this Agreement, "gross receipts" means the Concessionaire's total income for services authorized under this Agreement, including but not limited to, proceeds from all boat rentals, guided trips, or kayak instruction. Gross receipts does not include any money refunded to customers, any discount allowed by the Concessionaire to customers, or Washington State sales tax or any other tax imposed by any government agency directly on sales.

4. Operation and Services.

4.1 Services Authorized. The Concessionaire shall provide (1) sea kayaks, canoes, paddle boats, and such other boats or equipment as the City shall approve, for rental by the public, (2) guided boat trips around Eagle Harbor and other portions of Bainbridge Island, in such boats or vessels and on such routes as the City may approve, and (3) kayak instruction to the public, through qualified kayak instructors. Any fees charged by the Concessionaire for the authorized services shall be competitive with fees charged by similar service providers.

4.2 Hours of Operation. The Concessionaire shall keep the boat rental facility and boat dock operational and open to the public during the months of May through September, seven days each week. The Concessionaire's minimum hours of operation shall be as follows:

Weekends – 8:00 a.m. to 7:00 p.m., weather permitting
Weekdays - 10:00 a.m. to 6:00 p.m., weather permitting

The Concessionaire may continue with reduced hours after Labor Day through the third Friday of April of each year.

4.3 Equipment Available.

Boats. The Concessionaire shall supply and maintain in a safe condition for public rental the following boat equipment:

Double Sea Kayak	6
Single Sea Kayaks	14
Canoes	5
Paddle Boats	2

In the event customer demand indicates a need for a different minimum mix of boat types, the Concessionaire may, upon written approval of the City, maintain and supply a different number of boats.

Boat Accessory Equipment. The Concessionaire shall also provide and maintain in a safe condition the following boat accessory equipment:

Life Vests	32
Paddles	32
Boat Cushions	6

The Concessionaire shall issue life vests or other approved floatation devices to each person occupying a rented boat.

4.4 Emergency Service. The staff shall be trained in CPR/first aid and the site shall be equipped with basic first aid equipment at all times.

4.5 Concessionaire's Staff. The Concessionaire shall employ personnel in such numbers, skills and experience as necessary to properly conduct the Concessionaire's activities under this Agreement. The Concessionaire shall have on the premises, at all times that the Concessionaire is open for business, a qualified representative authorized to represent the Concessionaire.

4.6 Advertisement and Signs. The Concessionaire shall, at its own expense, promote and encourage the rental of boats and the other services authorized under this Agreement, and shall provide and install on the Concession Premises a sign approved by the City indicating that boat rentals and other services are available. All of the Concessionaire's signs, literature and advertising shall identify the City's boat dock as being publicly owned and operated as a public outdoor recreation facility, and shall indicate that the Concessionaire is a concessionaire so that the public is not misled into believing that the area is private. A sign shall be posted on the Concession Premises indicating that the facility is open to all segments of the public without restriction based on race, creed, sex, religion, national origin or residence.

4.7 Voice Message System. The Concessionaire shall have a voice message system to receive incoming telephone calls during non-operating hours and to provide the public with information regarding the boat rentals and other services authorized under this Agreement.

4.8 No Nuisances. The Concessionaire shall not permit any excessive or objectionable noise, odor, dust, vibration, or similar substance or condition to remain on or be emitted from the Concession Premises. The Concessionaire shall not interfere with access to or from the boat dock or any part thereof, and shall not create any nuisance in or adjacent to the Concession Premises or the boat dock.

5. Capital Improvements. The Concessionaire shall submit to the City, for approval, schematic designs, design development drawings, and final working drawings and specifications for any construction on the Concession Premises or the City's boat dock of improvements, additions, or alterations to convert the Concession Premises to the condition desired by the Concessionaire for the operation of its business. The Concessionaire shall not begin any such construction until after the City has approved the same in writing, and any improvement, alteration or addition shall be constructed in accordance with plans and specifications approved by the City. Immediately following the Concessionaire's receipt of notice from the City of any variation between approved plans and specifications and any improvement, addition or alteration in or on the Concession Premises or the boat dock, the Concessionaire shall either desist from the occupation or use of such improvement, addition or alteration and remove it from the Concession Premises or dock, or make the improvement, addition or alteration consistent with the approved plans and specifications. All improvements, additions, and alterations made to the Concession Premises or the boat dock shall be at the sole expense of the Concessionaire, unless otherwise specifically agreed in writing. All improvements, additions, and alterations made to the boat dock shall become the City's property upon the expiration or termination date of this Agreement, and shall remain on, and be surrendered with, the boat dock without disturbance or injury.

6. Disclaimer of Condition of Boat Dock. The City disclaims all representations, statements, and warranties, express or implied, with respect to the condition of the boat dock or

the use and occupancy of the boat dock authorized, other than those contained in this Agreement. The Concessionaire accepts the boat dock in its condition on the effective date of this Agreement.

7. Liens and Encumbrances. The Concessionaire shall keep the Concession Premises and the boat dock free and clear of any liens and encumbrances. At the request of the City, the Concessionaire shall deliver to the City written proof of the payment of any item which could be the basis of such a lien, if not paid.

8. Maintenance and Repair. The Concessionaire, at its sole cost and expense, shall keep and maintain the Concession Premises, and all improvements, alterations and additions to the Concession Premises, in a neat and sanitary condition in accordance with all applicable State and local public health standards. The Concessionaire shall preserve the Concession Premises and all improvements in good repair, so as to prevent deterioration that would discourage public use. The Concessionaire shall maintain the Concession Premises in a condition that is attractive and inviting to the public, as determined by the City.

9. Books and Records. The Concessionaire shall maintain separate, accurate, and auditable books and records, and shall maintain an accounting system having controls governing inventories and receipts, and detailed records of all income and expenses of all business generating gross receipts under this Agreement. All of the Concessionaire's books, records and accounting systems shall be subject to the approval of the City. The City shall have the right to inspect all such books, records and accounting systems. The Concessionaire shall retain in Kitsap County, Washington, for at least fifteen (15) months after the close of any fiscal year of the Concessionaire, copies of all rental or sales checks or slips issued, tapes from all cash registers, and analogous and collateral supporting data regarding the Concessionaire's gross receipts during such fiscal year.

10. Audit. The Concessionaire shall permit the City, as the City deems necessary, to inspect and audit all of the Concessionaire's books and records relating to any business activities in, on, or from the Concession Premises. At the City's request, the Concessionaire shall supply the City with, or permit the City to make, a copy of all such books and records.

11. Indemnity. The Concessionaire agrees to indemnify and hold the City harmless from and against any loss, liabilities, claims, demands or causes of action (including any costs and attorneys' fees incidental to the defense thereof by the City), for deaths or injuries to persons or damage to property sustained by the City, its officers, employees, or agents, or any other person or entity, arising out of or resulting from the operation of the concession business authorized in this Agreement, any occurrence in or on the Concession Premises, or the Concessionaire's performance or lack of performance under this Agreement, except for loss, liabilities, claims, demands or causes of action caused solely by the negligence or willful misconduct of the City. If any action or proceeding is brought against the City by reason of such claim, the Concessionaire upon notice from the City, shall defend the same at Concessionaire's expense through legal counsel reasonably satisfactory to the City. The Concessionaire shall give to the City prompt notice in the event of casualty or accidents involving the premises. In the event that any final judgment shall be adverse to the City, or the City and the Concessionaire jointly, the

Concessionaire shall promptly satisfy the same. The Concessionaire's indemnity of the City shall survive the termination of this Agreement.

12. Insurance. During the full term of this Agreement, the Concessionaire shall secure and maintain, at its sole expense, insurance as follows:

12.1 A policy for fire and extended coverage, vandalism, malicious mischief, and special extended coverage insurance providing coverage of not less than eighty percent (80%) of the full replacement value of the Concession Premises and boat dock, including any improvements and the contents, with no allowance for depreciation.

12.2 A general comprehensive policy of liability insurance, with liability limits of at least one million dollars (\$1,000,000.00) for bodily injury and one million dollars (\$1,000,000.00) for property damage; provided, that in the event the City deems such insurance to be inadequate to fully protect the Concessionaire and the City, the Concessionaire shall increase said liability limits to such amounts as City deems reasonably adequate to provide protection, which increase shall be completed within sixty (60) days after the date of notice that the Concessionaire's insurance is deemed to be inadequate.

Coverage shall include, but need not be limited to, premises operations liability, blanket contractual liability, broad form property damage, independent contractor, automobile liability (if there will be any use of vehicles by or on behalf of the Concessionaire), products and/or completed operations, and personal injury.

12.3 The City shall be named as an additional insured on each insurance policy required above. The Concessionaire shall provide to the City a Certificate of Insurance, evidencing the required insurance, within ten (10) business days of the date of this Agreement.

13. Compliance with Law.

13.1 General Requirement. The Concessionaire, at its sole cost and expense, shall perform and comply with all applicable federal and state laws, regulations, and rules, and all City ordinances and other laws.

13.2 Licenses and Similar Authorizations. The Concessionaire shall secure and maintain in full force and effect during the term of this Agreement, all required licenses, permits, and similar legal authorizations, and shall comply with all requirements thereof.

13.3 Taxes. The Concessionaire shall pay, before delinquency, all taxes, levies, and assessments arising from its activities on or occupancy of the Concession Premises, including, but not limited to, taxes arising out of the activity or business conducted on the premises, taxes levied on its property, equipment and improvements on the Concession Premises, and taxes on the Concessionaire's interest in this Agreement and any leasehold interest deemed to have been created under Chapter 82.29A RCW. In the event the State makes any demand on the City for payment of leasehold excise taxes resulting from the Concessionaire's occupancy of the Concession Premises or withholds funds due to the City to enforce collection of leasehold

excise taxes, the Concessionaire shall, at its sole expense, contest such action and indemnify the City for all sums expended by, or withheld by the State from, the City in connection with such taxation; provided, that Concessionaire may pay any such tax in lieu of contesting it or indemnifying City.

13.4 Nondiscrimination and Affirmative Action. The Concessionaire agrees to comply with all state and local laws prohibiting discrimination with regard to race, color, sex, marital status, sexual orientation, political ideology, age, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap.

14. City's Access to Premises.

14.1 Access to Premises. The Concessionaire shall provide the City access to the Concession Premises at all reasonable times to inspect the same and to make any repair, improvement, alteration or addition to any property owned by or under the control of the City, but this right of access shall not impose on the City any obligation to make any repair, alteration, addition, or improvement.

14.2 City's Retention and Use of Key to Premises. The City shall at all times have a key with which to unlock all of the doors to or in the Concession Premises, excluding the Concessionaire's vaults, safes, and files. The City shall have the right to use any means that the City deems proper to open said doors in an emergency, to obtain entry to the Concession Premises, without any liability. Any entry to the Concession Premises obtained by the City in such circumstances shall not be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Concession Premises or a termination of the Concessionaire's license to use and occupy the premises or any portion thereof.

15. Assignment, Transfer or Sublease. The Concessionaire shall not assign or transfer this Agreement or any rights under this Agreement, or sublease any part of the Concession Premises, without the prior written consent of the City. No right, privilege, or interest conferred in this Agreement shall pass to any trustee or receiver in bankruptcy or to any receiver or assignee for the benefit of creditors; nor shall this Agreement or any rights, privilege, or interest be transferable by operation of law or proceeding of any court.

16. Default and Breach; Termination.

16.1 Act of Default and Breach by Concessionaire. The following acts and omissions shall constitute a default and material breach of this Agreement by the Concessionaire:

16.1.1 The failure to comply with all of the insurance requirements;

16.1.2 The violation of any law, charter provision, ordinance, rule, regulation, order, or directive;

16.1.3 The abandonment or vacating of the Concession Premises;

16.1.4 The repeated failure to perform or the violation of any single condition or covenant of this Agreement on two (2) or more occasions in any twelve (12) month period;

16.1.5 The assignment of the Concessionaire's interest in this Agreement without the prior written consent of the City, the filing of a voluntary or involuntary petition in bankruptcy, or for reorganization or an arrangement, the adjudication of the Concessionaire as being bankrupt or insolvent, the appointment of a receiver of the Concessionaire; or

The failure to perform or the violation of any other condition or covenant of this Agreement, where such default or deficiency in performance was not remedied within a reasonable time.

16.2 City's Notice of Default and Breach. If the Concessionaire commits any act or omission specified above, the City shall provide written notice to the Concessionaire stating the nature of the act or omission, the number of days (which shall be a reasonable time not to exceed sixty (60) days after the date of the notice) within which such failure must be corrected or the violation must be ceased or remedied to avoid termination, and the City's intent to terminate this Agreement if the act or omission is not corrected within the stated time.

16.3 Remedies On Termination. If the Concessionaire fails to correct, remedy, or cease the failure or violation within the time stated in the City's notice, the City may terminate this Agreement without any further proceedings, lease and license others to use the boat dock and conduct the business authorized by this Agreement during any portion of the term remaining under this Agreement had it not been terminated.

17. Surrender of Premises.

17.1 Removal of Concessionaire's Property. Within ten (10) business days after the expiration or termination date of this Agreement, whichever is applicable, the Concessionaire shall remove the Concession Premises and all of the Concessionaire's personal property from the boat dock, and shall make all repairs to the boat dock necessary to restore the dock to its condition on the date of this Agreement, ordinary wear and tear and improvements, additions, and alterations approved by the City excepted. Such removal and repairs shall be at the Concessionaire's sole expense. Improvements, additions, and alterations installed on the boat dock by the Concessionaire or the City shall not be removed, but shall be the City's property.

17.2 Storage of Concessionaire's Property. If the Concessionaire fails to remove all property required to be removed under Paragraph 17.1, the City may, but is not required to, remove and store such property, at the Concessionaire's expense. If the City removes or stores such property, the City shall be reimbursed for any costs incurred, including any administrative costs.

17.3 Notices and Deliverable Materials. All notices required under this Agreement shall be in writing. Except as specified in this Agreement, all notices and other material to be delivered under this Agreement shall be delivered or mailed, by first class mail, to the following addresses, or such other address as either party may designate in writing:

To City: City Manager
City of Bainbridge Island
280 Madison Ave. North
Bainbridge Island, WA 98110

To Concessionaire: Udo Wald
181 Winslow Way E.
Bainbridge Island, WA 98110

19. No Relationship Established. The City shall in no event be deemed to be a partner, associate, or joint venturer of the Concessionaire. The Concessionaire is not an agent of the City for any purpose whatsoever. The Concessionaire shall not create any obligation or responsibility on behalf of the City or bind the City in any manner.

20. Amendments. No modifications or amendment of the terms of this Agreement shall be effective unless in writing and signed by the parties. The parties expressly reserve the right to modify this Agreement by mutual written agreement.

21. No Waiver. No waiver of full performance by either party shall be construed, or operate, as a waiver of any subsequent default of any of the terms, covenants and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

22. Joint and Several Liability. If the Concessionaire is composed of more than one person, entity, or corporation, each of the persons, entities, and corporations composing the Concessionaire shall be jointly and severally liable under this Agreement.

23. Invalidity of Particular Provisions. Should any term, provision, condition, or other portion of this Agreement or the application thereof be held to be inoperative, invalid, or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected hereby and shall continue in full force and effect.

24. Binding Effect. The terms and provisions of this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.

25. Entire Agreement. This Agreement contains all of the covenants, promises, agreements, and conditions, either oral or written, between the parties with respect to the subject matter of this Agreement.

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by affixing their signatures below:

CONCESSIONAIRE:

CITY OF BAINBRIDGE ISLAND:

By _____
Udo Wald

By _____
Douglas Schulze, City Manager

EXHIBIT A

Description of City Dock

The City Dock is located at Waterfront Park with the following legal description:

TDLS FRTG FOL DES TR PT OF GOV L 3 & 4 BEG AT NW COR OF SDGOV L 4 S 0°28'30" E 210 FT N 89°30' E 20 FT TO X E LN OF MADISON ST & S LN OF 20 FT ALLEY & TPOB N 89°30' E ALG S LN OF ALLEY 1055.92 FT TO PT THAT IS SO OF PT ON N LN OF GOVT LOT 4 WH IS N 89°30'00" E 1074.93 FT FR NW COR OF GOV L 4 N ON STRAIGHT LN TO LAST DES PT ON N LN OF GOV L 4 S 5°09'33" E 472.06 FT TO NWLY COR OF TR PER AUD FILE NO. 462047 S 3°29'50" W 291.52 FT S 5°44'50" E 127.69 FT TO ML WLY ALG ML N 50°54'50" W 6.94 FT S 62°05'40" W 688.7 FT N 66°27'20" W 674.88 FT S 49°42'50" W 38.83 FT TO CONCMON ON W BANK OF BAY N 0°32'40" E 94.32 FT TO CONC MON N19°43'25" E 131.75 FT TO CONC MON N 0°32'40" E 100 FT TO CONCMON TO NELY COR OF STANDARD OIL CO PROP N 89°29'30" W 140 FT TO E R/W OF MADISON ST N 0°32'40" E 393.37 FT TO TPOB EX THAT PT IN WINSLOW WAY & EX PT TO THOMPSON PER VOL 579/PG706 EXC TDLDS FRTG LOT S 2, 3, 4, 5, & 6 BLK 6 OF STAFFORDS ADD TO WINSLOW EXC PTN COVERED UNDER LEASE NO. 8810-A DAF, BAT NE COR OF GOVT LOT 3 & RUN TH S1°22'44" W 766.44 FT TO GOVT MEA LN TH ALG SD MEA LN S49°08'53" W 10.91 FT TH S 63°30'49" W 318.69 FT TH LEAV THE GOVT MEA LN S10°35'40" E 204.20 FT TO THE LN OF EXTREME LOW TIDE TH ALG THE LN OF EXTREME LOW TIDE S68°41'26" W 38.30 FT TH N84°29'46" W 72.78 FT TH S67°51'42" W 305.88 FT TH S 59°03'06" W 86.65 FT TH N 86°00'43" W 189.92 FT TH S88°33'51" W 263.96 FT TO TPOB TH LEAV SD LN OF EXTREME LOW TIDE S8°05'36" E 402.01 FT TH N67°30" W 492.48 FT TH N 33°07'40" E 246.97 FT TAP ON THE LN OF EXTREME LOW TIDE & THNELY ALG SD LN OF EXTREME LOW TIDE 265 FT M/L TO TPOB CONTAN AREA OF 2.01 AC M/L

2015 PROPOSED COUNCIL CALENDAR ITEMS

Absences	Clerk	Department	Timing (min)	Study Session 7 pm		Absences	Clerk	Department	Timing (min)	Business Meeting 7 pm	
Ellen	Kelly		25	6-Jan		Ellen	Roz		25	13-Jan	
		PCD	20	Suzuki Community Workshop Followup				CC	10	Regional Appointments	
		PW	20	Waterfront Park/City Dock Alternatives (Discussion)				CC	10	Citizen Committee/Commission Liasons	
		EXEC	20	Ordinance Related to Off-Leash Animal Regulations (Discussion)				PD	CA	Police Vehicle Procurement (Approve)	
		PCD	20	Briefing on the Comprehensive Plan/Navigate Bainbridge Community Visioning Workshops					45		
		CC	15	Accessory Dwelling Unit (Discussion) - Ward (?)							
			120								
	?			15-Jan							
			TBD	Interview Candidates for Council/Appoint (BKAT)							
	Kelly		25	20-Jan			Roz		25	27-Jan	
		EXEC	20	Public Safety Facility Site Options (Discussion)				EXEC	CA	Waterfront Park RFQ Award (Approve)	
		EXEC	20	Community Services Funding Framework (Discussion)							
		EXEC	15	Waterfront Park RFQ Award (Information)							
		EXEC	15	International City Manager's Association (ICMA) Insights (Presentation)							
		EXEC	15	Utility Advisory Committee Recommendation Regarding City Utility Tax (Discussion)							
		CC	10	Oath of Office							
			120								