CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL STUDY SESSION
TUESDAY, AUGUST 17, 2021

REMOTE MEETING ON ZOOM

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AGENDA

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

2. APPROVAL OF AGENDA/ CONFLICT OF INTEREST DISCLOSURE - 6:05 PM

3. UNFINISHED BUSINESS

3.A **(6:10 PM) Discuss Madison Avenue Sidewalk Project Scope - Public Works,** 20 Minutes
Madison Ave Bike Lanes 081721.pptx
2021-08-06 Bainbridge Madison Roll Plot with sections.pdf
2021-08-06 Bainbridge Madison Cross Sections.pdf
2021-08-06 Bainbridge Madison Plan View Concepts.pdf

4. NEW BUSINESS

4.A **(6:30 PM) Review Housing Action Plan Scope of Work and Methodology for Consultant Selection,** 20 Minutes
Housing Action Plan - August 17 Study Session.docx

5. COUNCIL DISCUSSION

5.A **(6:50 PM) Consider Direction to City Manager to Pause Work on the Shoreline Management Program Periodic Review,** 30 Minutes

5.B **(7:20 PM) Consider Direction Regarding Proposed Development Agreements with Central Highlands, Inc. for the Wintergreen Project** 20 Minutes
Wintergreen Townhomes - development agreement - timeline.docx

Wintergreen Townhomes - development agreement - affordable housing.docx
Wintergreen Site Concept_05262021.pdf

6. ADJOURNMENT - 7:40 PM

GUIDING PRINCIPLES

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

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

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

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

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

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

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

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

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

City Council Study Session Agenda Bill

CITY OF BAINBRIDGE ISLAND

MEETING DATE: August 17, 2021 **ESTIMATED TIME:** 20 Minutes

AGENDA ITEM: (6:10 PM) Discuss Madison Avenue Sidewalk Project Scope - Public Works,

SUMMARY: Following up from the March 23, 2021 discussion with the City Council, the staff will present options and cost estimates for expanding the scope of the Madison Avenue Sidewalk project.

AGENDA CATEGORY: Discussion **PROPOSED BY:** Public Works

RECOMMENDED MOTION: Information only.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	N/A
Ongoing Cost:	N/A
One-Time Cost:	N/A
Included in Current Budget?	No

BACKGROUND: On March 23, 2021 the City Council authorized $25,000 for an expanded concept design of the Madison Avenue Sidewalk project. The expanded scope would include the bundling of three priority projects (Madison Sidewalk, Village Basin Sewer Improvements, and Madison Reconstruction) that would be combined into a single project that could also include a separated bike facility on both sides of one or more segments of the Madison Avenue corridor between Winslow Way and SR305.

The advantage of combining and expanding the scope of these projects is that it would create cost efficiencies by overlapping utility and road replacements, minimize public inconvenience, reduce the amount of cuts to the road surface, and mitigate limitations on staff resources by focusing on a series of improvements along one corridor in a single project. Additionally, the separated bike lane element of the project would create an all-ages north-south corridor through Winslow that could potentially connect downtown with the library, schools, parks, and other commercial establishments.

A virtual public open house meeting on the project was held on July 7th. A link to the video of the meeting can be found on the City's project web page here: https://www.bainbridgewa.gov/1310

As part of this agenda item, City staff will present options and estimates for the expanded scope as developed by the project consultant, Toole Design, with input from staff and the community. Due to time constraints related to the secured federal grant funding for the project, City staff are seeking direction from the City Council on the project scope in August or early September.

ATTACHMENTS:

Madison Ave Bike Lanes 081721.pptx

2021-08-06 Bainbridge Madison Roll Plot with sections.pdf

2021-08-06 Bainbridge Madison Cross Sections.pdf

2021-08-06 Bainbridge Madison Plan View Concepts.pdf

FISCAL DETAILS: Depending upon the scope, the full combined project will cost between $4.2 million to $5.2 million. The Council has budgeted and programmed $2.75 million ($1.4 million Federal Grant; $600K City Match from Real Estate Excise Tax; $750K in sewer funds). $1.4 million is available in budgeted yet unprogrammed funds ($770K in REET and Street funds; $650K 2023 annual roads. Staff will request an additional $1 million in federal funds.

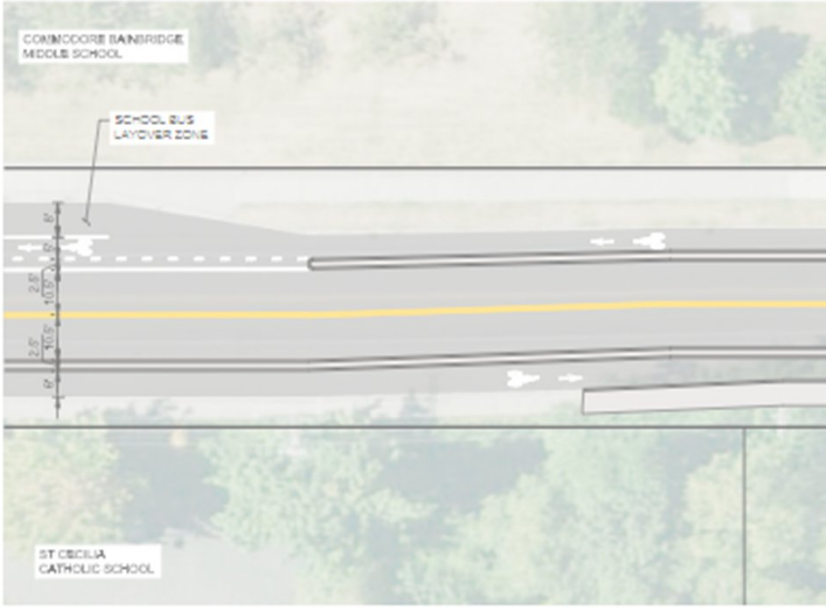
A conservative estimate of the cost savings that will result from combining the component elements of the project is $500K.

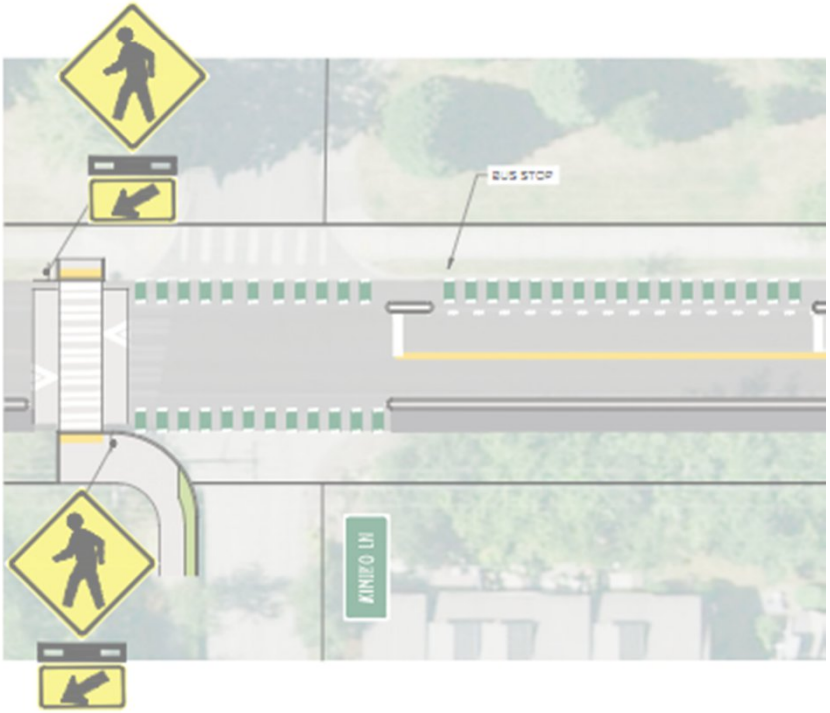
Fund Name(s):

Coding:

Madison Sidewalk Project Scope Expansion

Christopher Wierzbicki, PE
Public Works Director
August 17, 2021





Agenda

- Project Recap / History
- Potential Project Scope
- Project Funding Considerations
- Determine Next Steps

Project Recap / History – Current Project

- East-side sidewalk expansion between Wyatt and High School Road
- Fed grant funded: $1.4M grant; $600K match = $2.0M
- Design 2021; Build 2022

Project Recap / History – March 23 Council Decision

- Consider combining projects and funding for economies of scale
  - Madison Sidewalk
  - Village Basin Sewer
  - Madison Ave Reconstruction
- Consider Madison separated bike lanes between Winslow and SR305
- $25K authorized for evaluation

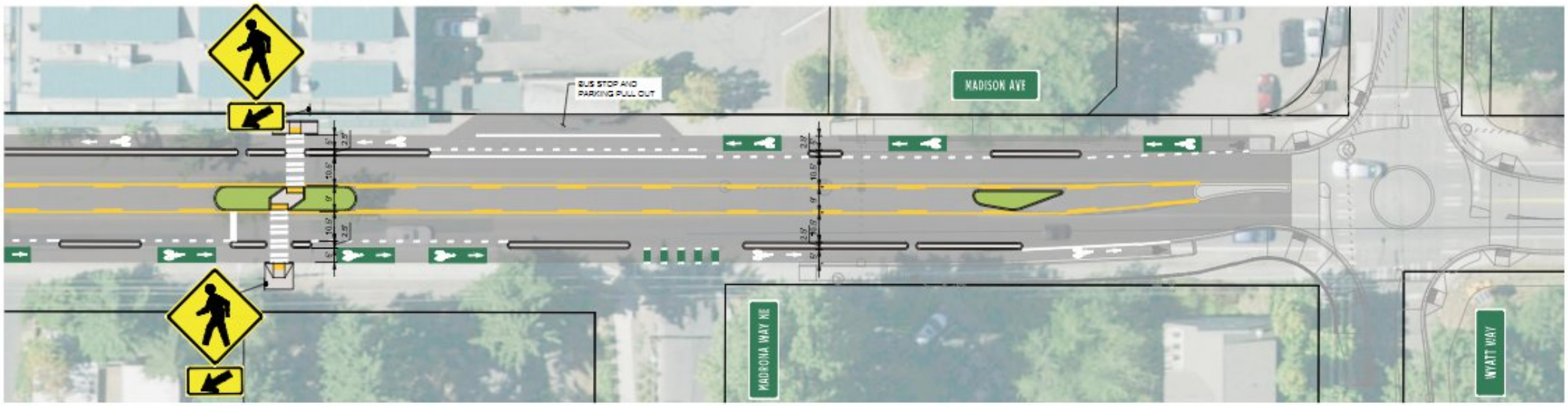
Project Recap / History – Work to Date

- Hired Toole Design to evaluate project options
- Hosted meeting with STP Task Force
- Hosted virtual open house meeting July 7

Project Recap / History – Public Feedback

- Majority support for project expansion
  - Link to schools
  - Access to multiple destinations
  - Large variety of users
- Retain/add vegetation where possible
- Consider traffic calming elements
- Maintain consistency and/or visual cues

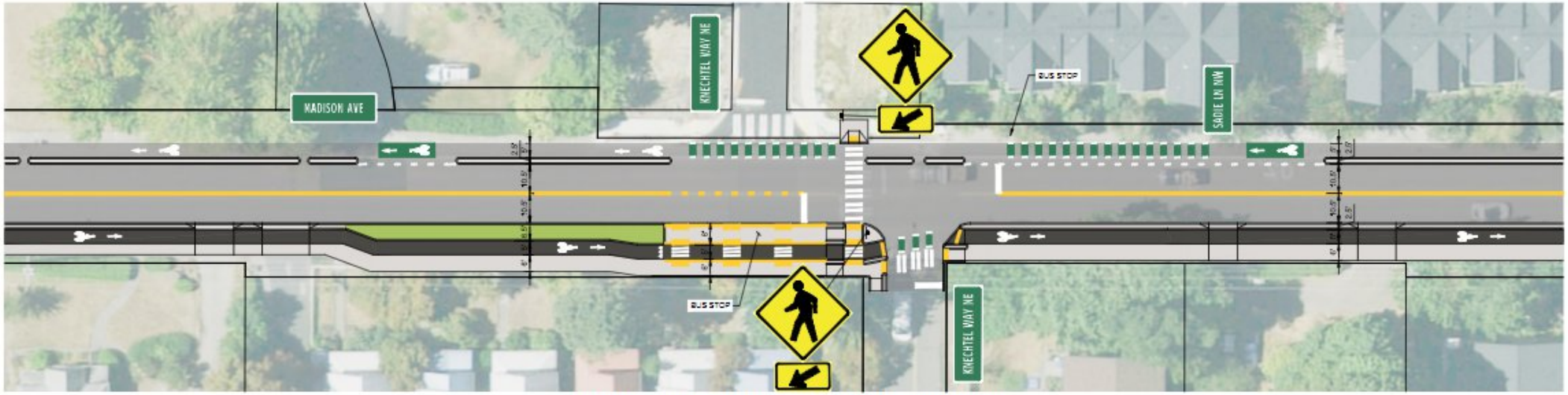
Potential Project Scope – Winslow to Wyatt



SOUTH SEGMENT (WINSLOW WAY TO WYATT WAY)
STREET LEVEL BIKE LANES

- Street-level, physically separated bike lanes – both sides
- Concrete curb and/or raised planter separation
- Street paint for visual cues

Potential Project Scope – Wyatt to High School



CENTRAL SEGMENT (WYATT WAY TO HIGH SCHOOL ROAD)
OPTION B: NORTHBOUND SIDEWALK LEVEL BIKE LANE, SOUTHBOUND STREET LEVEL BIKE LANE

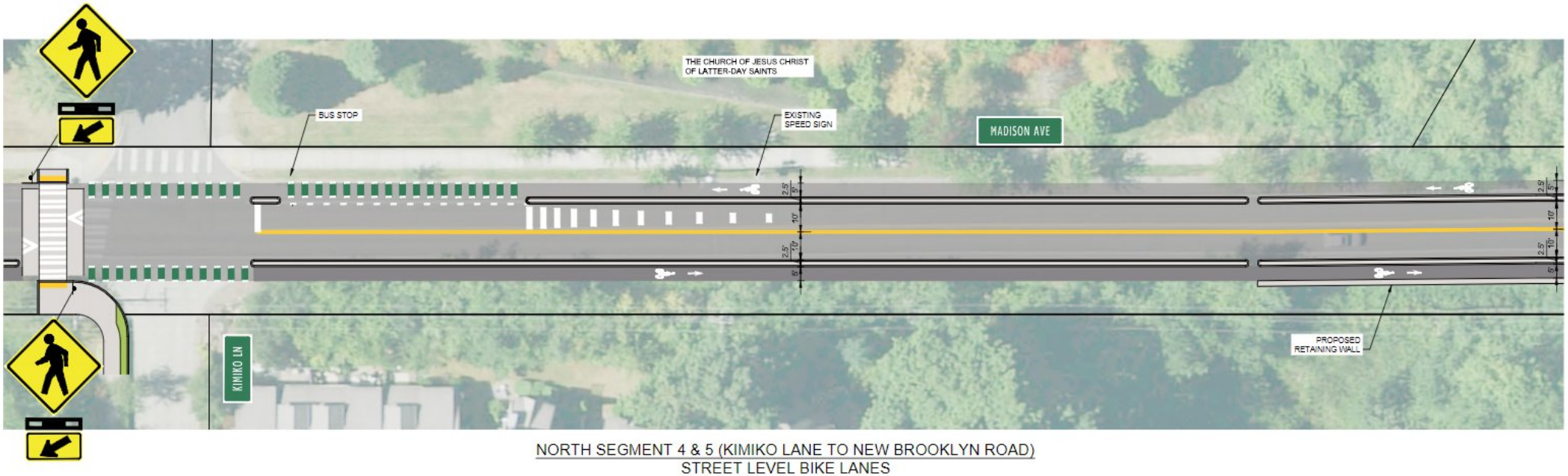
- Street-level, physically separated bike lanes – west side
- Sidewalk-level, raised bike lanes – east side
- Widened sidewalk – west side
- Street/sidewalk paint for visual cues

Potential Project Scope – High School to SR305

NORTH SEGMENT 1 & 2 (HIGH SCHOOL ROAD TO SAKAI PARK)
OPTION A: STREET LEVEL BIKE LANES

- Street-level, physically separated bike lanes – east and west side
- Sidewalk gap filling between St. Cecilia's and Sakai Park
- Traffic calming and new crosswalks
- Road reconstruction and sewer replacement

Potential Project Scope – High School to SR305 con't



NORTH SEGMENT 4 & 5 (KIMIKO LANE TO NEW BROOKLYN ROAD)
STREET LEVEL BIKE LANES

- Street-level, physically separated bike lanes – east and west side
- Bike lane gap filling on west side
- Traffic calming and new crosswalks
- Road reconstruction and sewer replacement

Project Funding Considerations – Estimated Cost (as shown)

- $4.2M Design/Construction
- $1M Contingency (~25%)
- Cost range between $4.2M - $5.2M

Project Funding Considerations – Identified Sources

In-Budget Programmed	In-Budget Un-programmed	ARPA
$1.4M Federal Grant		
$600K City Match (REET)	$770K (REET; Streets)**	
$750K Sewer	$650K 2023 Annual Roads	$1M (of $2M available for trans projects)
$2.75M	$1.4M	$1M

Total Available = $5.2M

(** $400K Madison Reconstruction; $150K SR305 Bike Crossings; $220K Eagle Harbor Phase II)

Project Funding Considerations – Economies of Scale

- Combining projects conserves staff resources
- Conservative estimate of combined savings ($500K):
  - $365K construction (materials/labor)
  - $40K staff labor
  - $70K escalation/inflation
  - $25K competitive bids

Next Steps - Timing

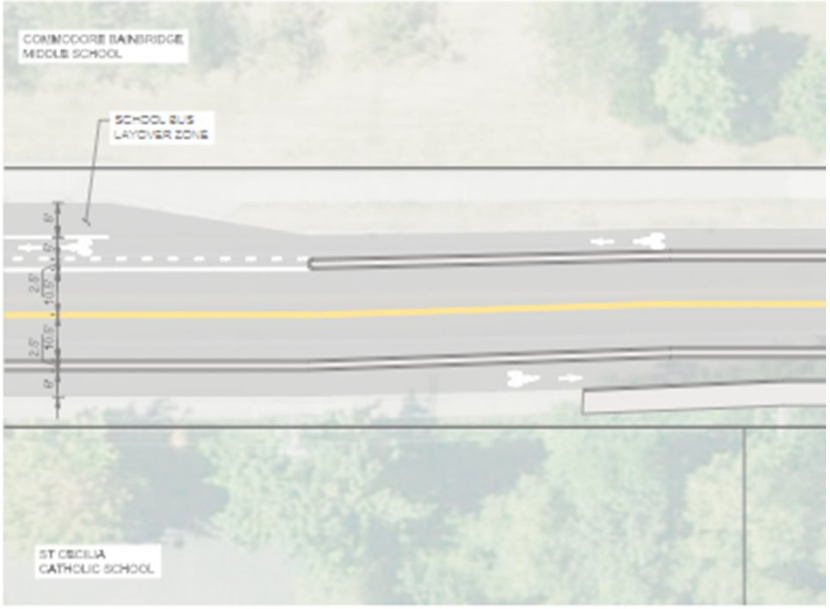
- Current project (sidewalk expansion only) federal funding on tight timeline
- Start design fall 2021 for construction 2022

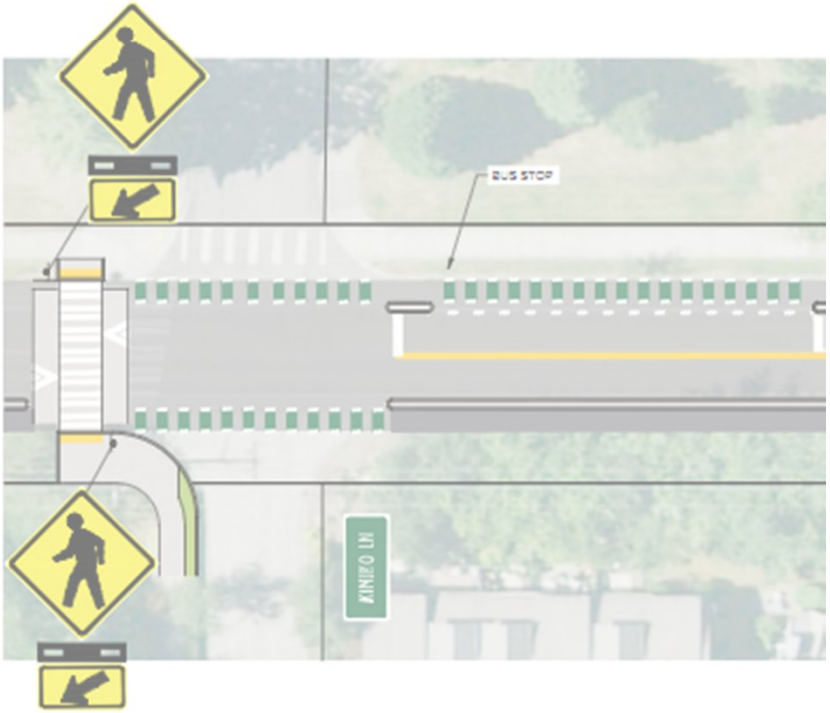
Next Steps - Timing

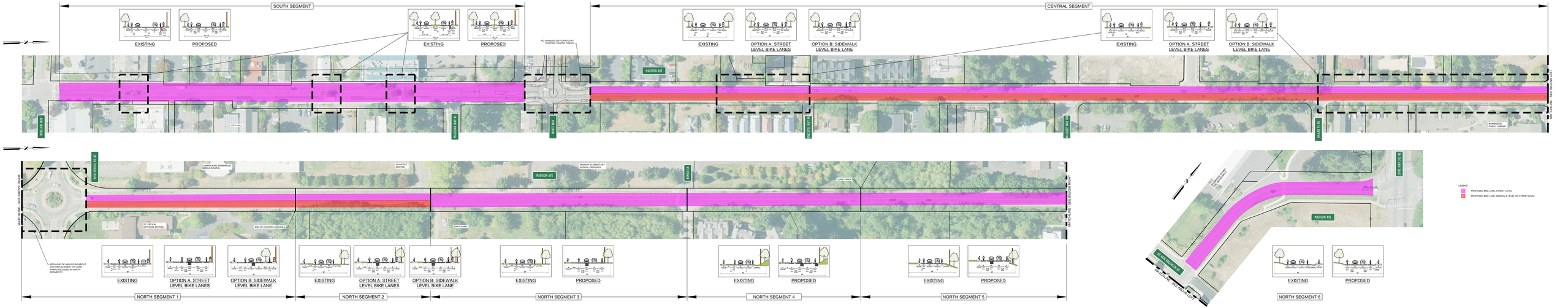
- Expanded project could be postponed for design in 2021-21, construction 2023
- Determine funding approach
  - Move ahead with proposed funding (post ARPA discussion on 8/24)
  - Trim project to desired cost and re-visit in September

Madison Sidewalk Project Scope Expansion – Q&A

Christopher Wierzbicki, PE
Public Works Director
August 17, 2021





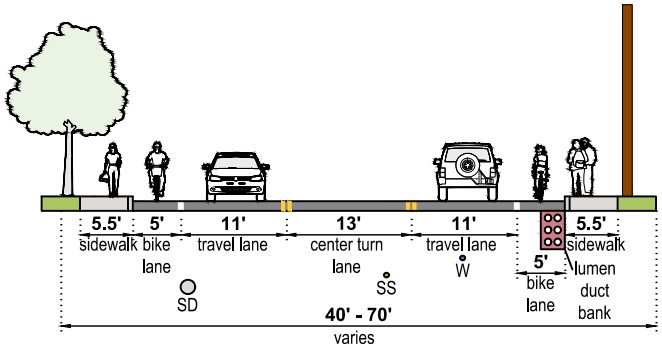


THIS IS A PRELIMINARY CONCEPT. FIELD VERIFICATION, SITE CONDITION ASSESSMENTS, ENGINEERING ANALYSIS AND DESIGN ARE NECESSARY PRIOR TO IMPLEMENTING ANY OF THE RECOMMENDATIONS CONTAINED HEREIN.

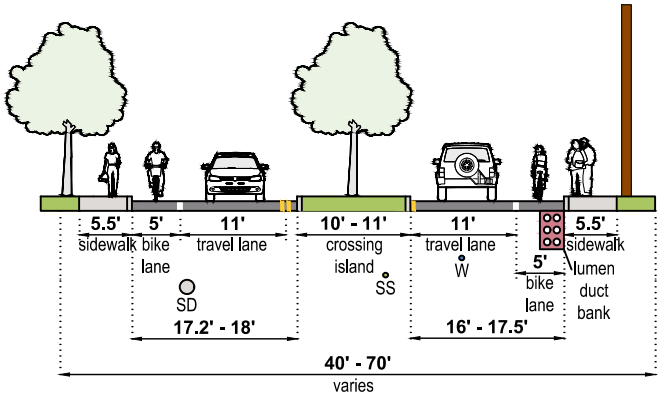
TOOLE DESIGN

MADISON AVENUE
ALTERNATIVES ANALYSIS
CITY OF BAINBRIDGE ISLAND
PROJECT NO. T5088
AUGUST 2021

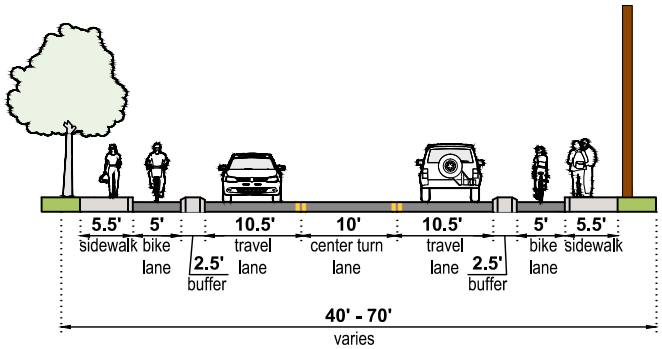
PRELIMINARY CONCEPT - NOT FOR CONSTRUCTION



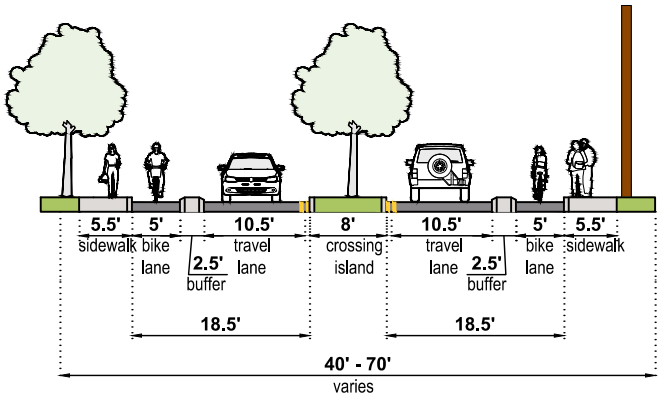
EXISTING



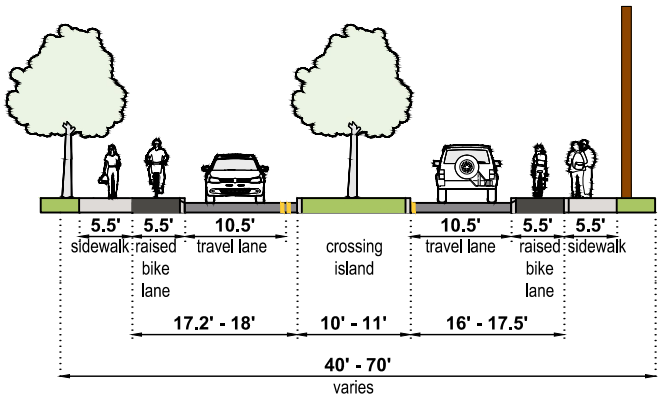
EXISTING
Crossing island



OPTION S1
Separated bike lanes



OPTION S2-B
Separated bike lanes with narrowed crossing island



OPTION S2-A
Raised bike lanes with existing crossing island

ALTERNATIVE CROSS-SECTIONS
SOUTH SEGMENT (WINSLOW WAY TO WYATT WAY)

TOOLE DESIGN

MADISON AVENUE
ALTERNATIVES EVALUATION
CITY OF BAINBRIDGE ISLAND
PROJECT NO. 70166
AUGUST 2021

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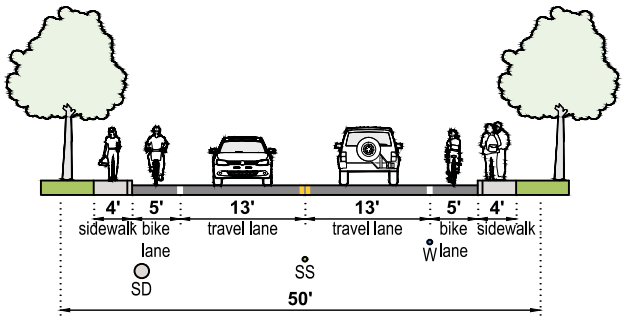
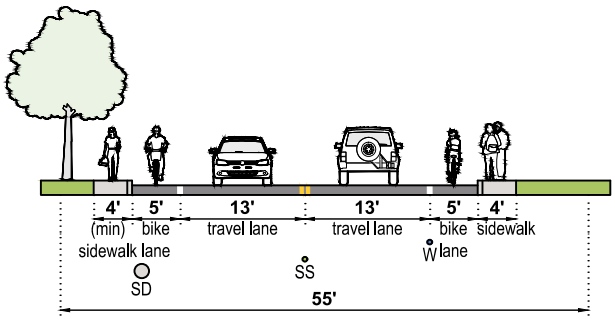
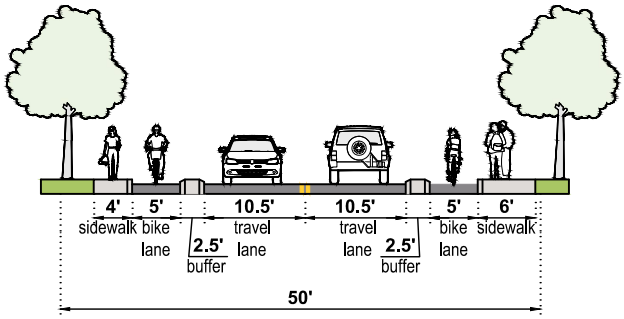


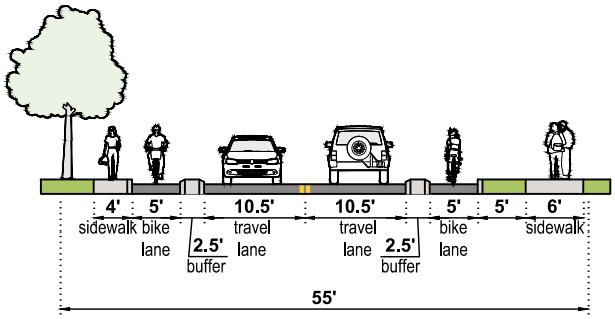
EXISTING - CONDITION 1
Right-of-way is approximately 2.5' behind east walk



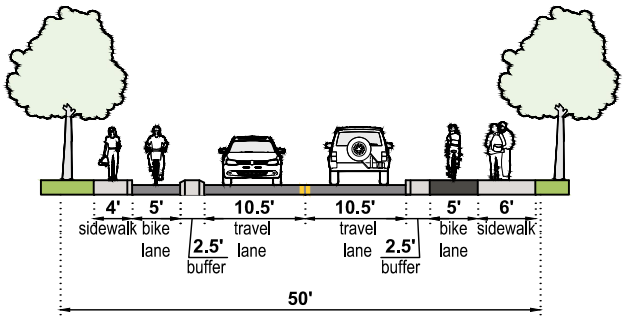
EXISTING - CONDITION 2
Right-of-way is approximately 8.5' behind east walk



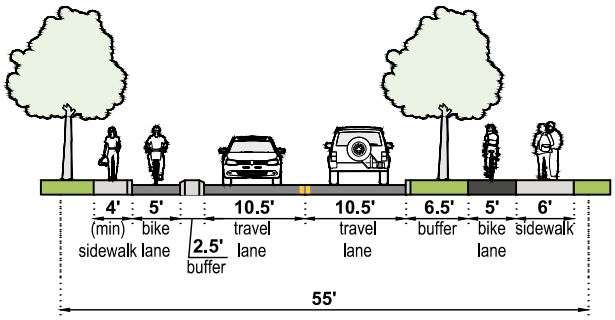
OPTION C1-A
Street-level protected bike lanes with existing flow lines



OPTION C2-A
Street-level protected bike lanes with existing flow lines



OPTION C1-B
SB street-level, NB sidewalk-level protected bike lanes; new flow line on east side



OPTION C2-B
SB street-level , NB sidewalk-level protected bike lanes; new flow line on east side

ALTERNATIVE CROSS-SECTIONS
CENTRAL SEGMENT (WYATT WAY TO HIGH SCHOOL RD)

TOOLE DESIGN

MADISON AVENUE
ALTERNATIVES EVALUATION
CITY OF BAINBRIDGE ISLAND
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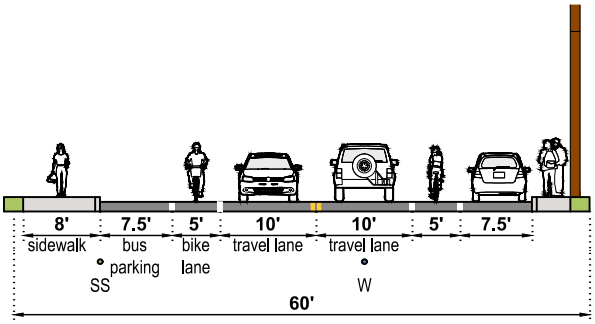
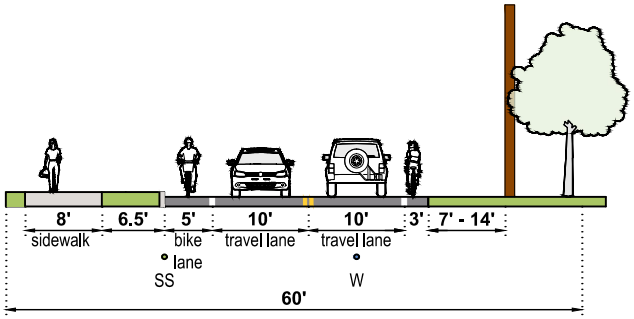
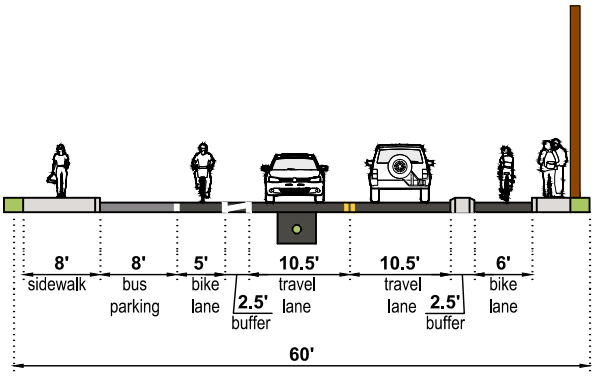


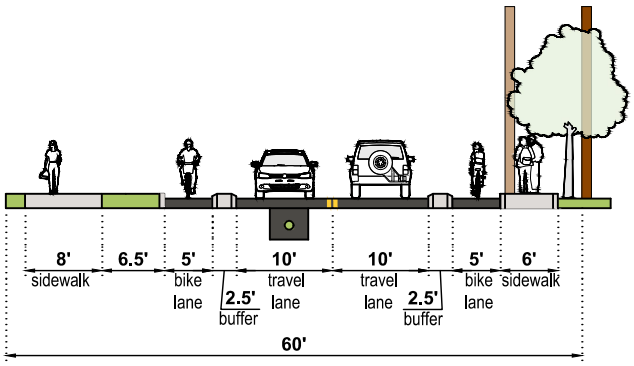
EXISTING - SEGMENT 1
Mini Roundabout to end of sidewalk



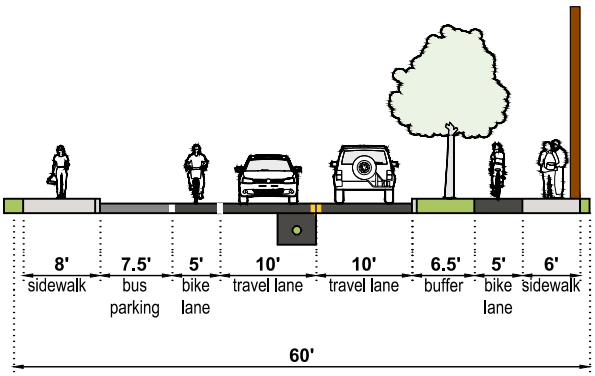
EXISTING - SEGMENT 2
end of sidewalk to Sakai Park



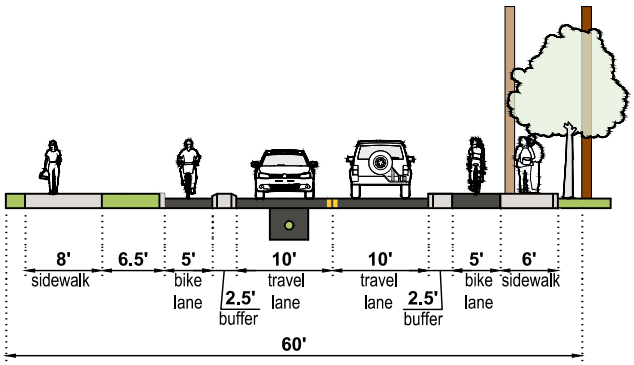
OPTION N1-A
Remove east parking, SB buffered bike lane and NB separated bike lane; new sewer force main; reconstruct roadway



OPTION N2-A
Widen to the east to add separated bike lanes and new sidewalk; new sewer force main; reconstruct roadway



OPTION N1-B
Remove east parking, SB bike lane and NB sidewalk level bike lane and widened sidewalk; new sewer force main; reconstruct roadway



OPTION N2-B
Widen to the east to add SB separated bike lane and NB sidewalk level bike lane and sidewalk; relocate power poles (by others); new sewer force main; reconstruct roadway

ALTERNATIVE CROSS-SECTIONS
NORTH SEGMENT (HIGH SCHOOL RD TO SAKAI PARK)

TOOLE DESIGN

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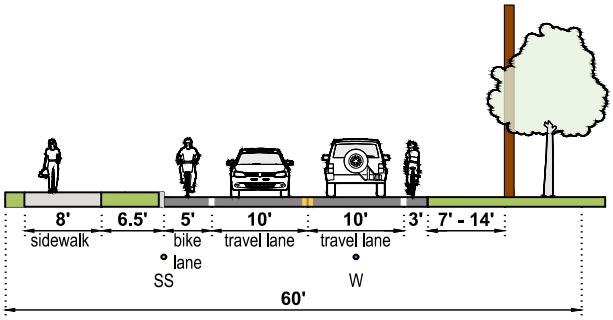
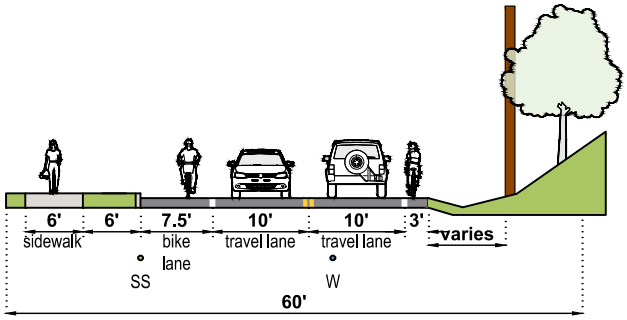
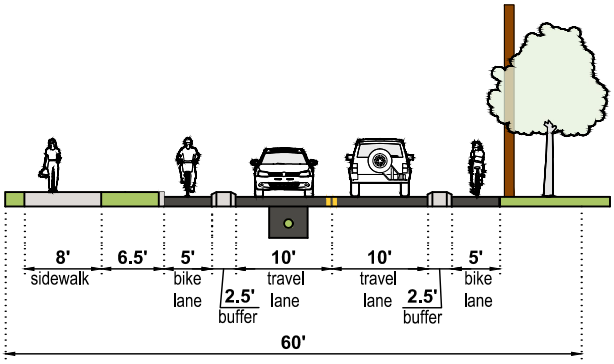


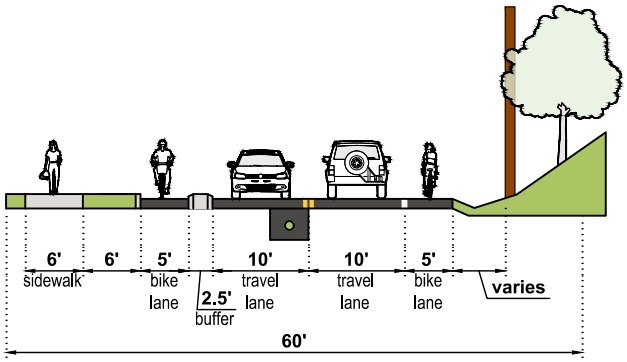
EXISTING - SEGMENT 3
Sakai Park to Kimiko Lane



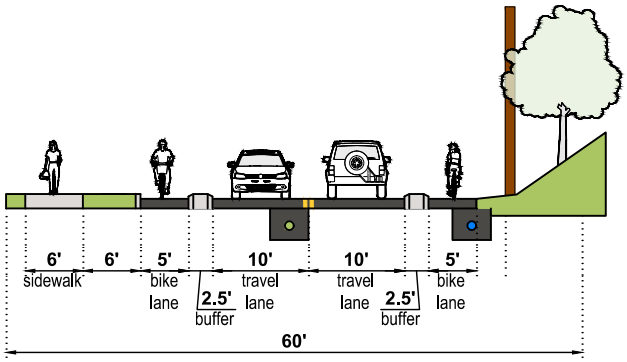
EXISTING - SEGMENT 4
Kimiko Lane to curb taper



PROPOSED
Widen to the east to add separated bike lanes; new sewer force main; reconstruct roadway



OPTION N4-A
Widen to the east, add SB separated bike lane and NB bike lane; new sewer force main; reconstruct roadway



OPTION N4-B
Widen to the east, add separated bike lanes; underground existing drainage ditch; new sewer force main; reconstruct roadway

ALTERNATIVE CROSS-SECTIONS
NORTH SEGMENT (SAKAI PARK TO CURB TAPER)

TOOLE DESIGN

MADISON AVENUE
ALTERNATIVES EVALUATION
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AUGUST 2021

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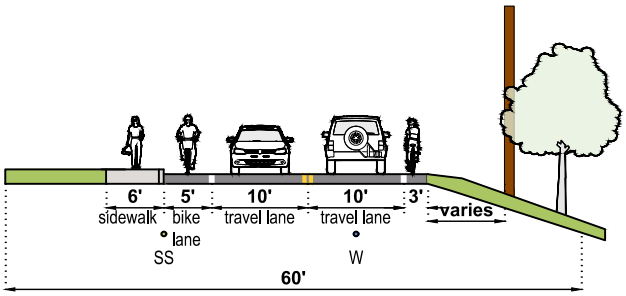
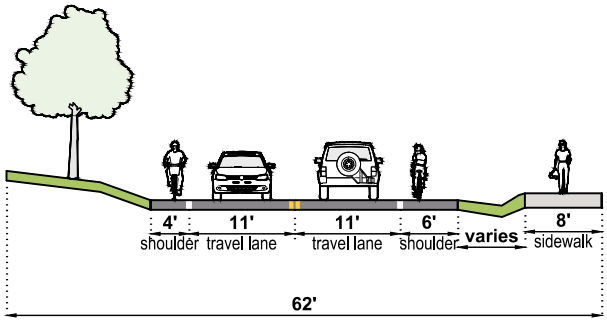
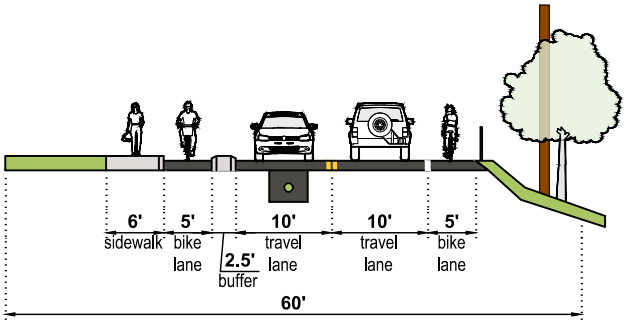


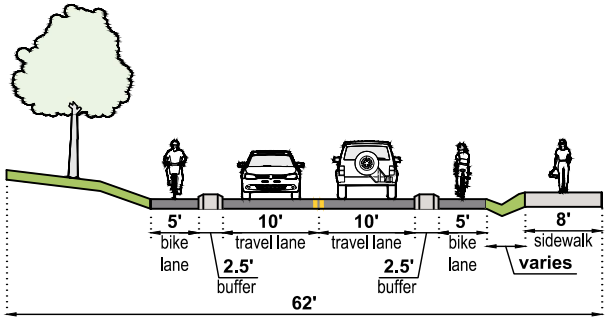
EXISTING - SEGMENT 5
Curb taper to New Brooklyn Rd



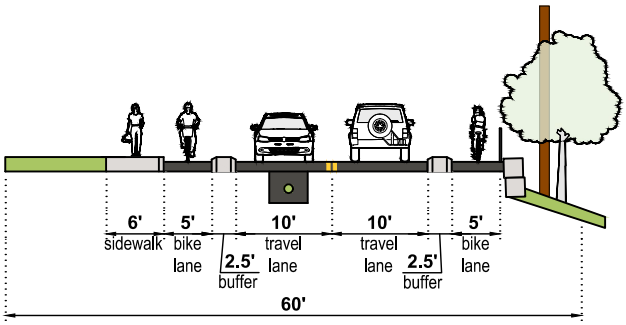
EXISTING - SEGMENT 6
New Brooklyn Rd to SR 305



OPTION N5-A
Widen to the east, add SB separated bike lane and NB bike lane; new sewer force main; reconstruct roadway



PROPOSED
Widen to the east to add separated bike lanes



OPTION N5-B
Widen to the east, add separated bike lanes; install wall and fence; new sewer force main; reconstruct roadway

ALTERNATIVE CROSS-SECTIONS
NORTH SEGMENT (CURB TAPER TO SR 305)

TOOLE DESIGN

MADISON AVENUE
ALTERNATIVES EVALUATION
CITY OF BAINBRIDGE ISLAND
PROJECT NO. 70166
AUGUST 2021

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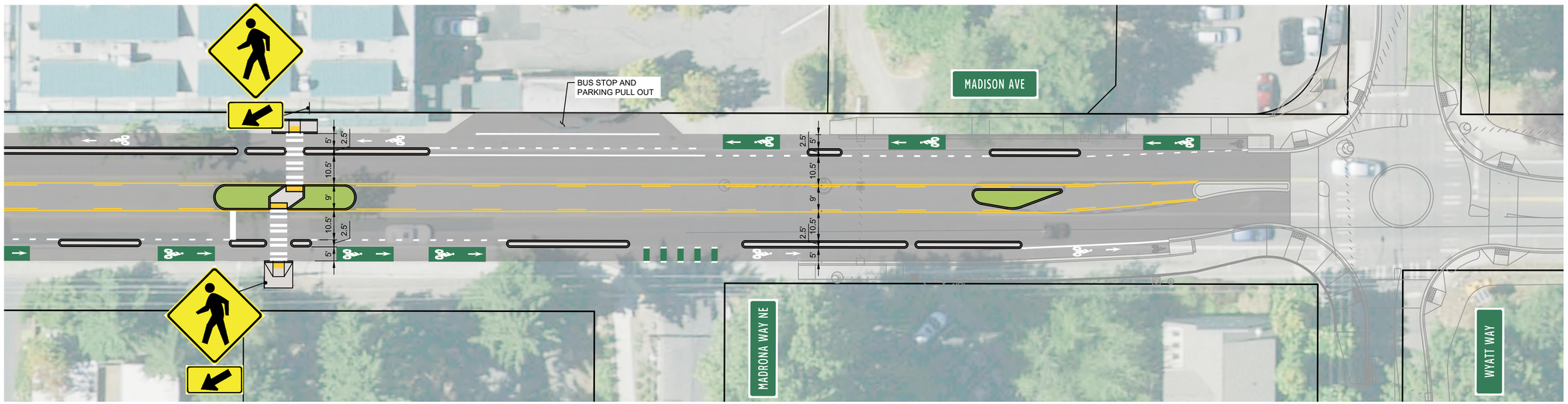

SOUTH SEGMENT (WINSLOW WAY TO WYATT WAY)
STREET LEVEL BIKE LANES

0 40' 80' 120'
SCALE IN FEET

PRELIMINARY - NOT FOR CONSTRUCTION

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REUSE OF DOCUMENTS
ALL DRAWINGS ARE INSTRUMENTS OF PROFESSIONAL SERVICE FOR THIS PROJECT.
REUSE OR ALTERATION IS AT THE USER'S SOLE RISK.

DSGN					
DR					
CHK					
APVD	NO.	DATE	REVISION	BY	APVD

TOOLE DESIGN
720 3RD AVENUE, SUITE 2020,
SEATTLE, WA 98104
PHONE: 206.297.1601
FAX: 301.927.2800
www.tooledesign.com

MADISON AVENUE

ALTERNATIVE EVALUATION:
REPRESENTATIVE CONCEPTUAL DESIGN

CITY OF BAINBRIDGE ISLAND

PROJECT NO. 70166

AUGUST 2021

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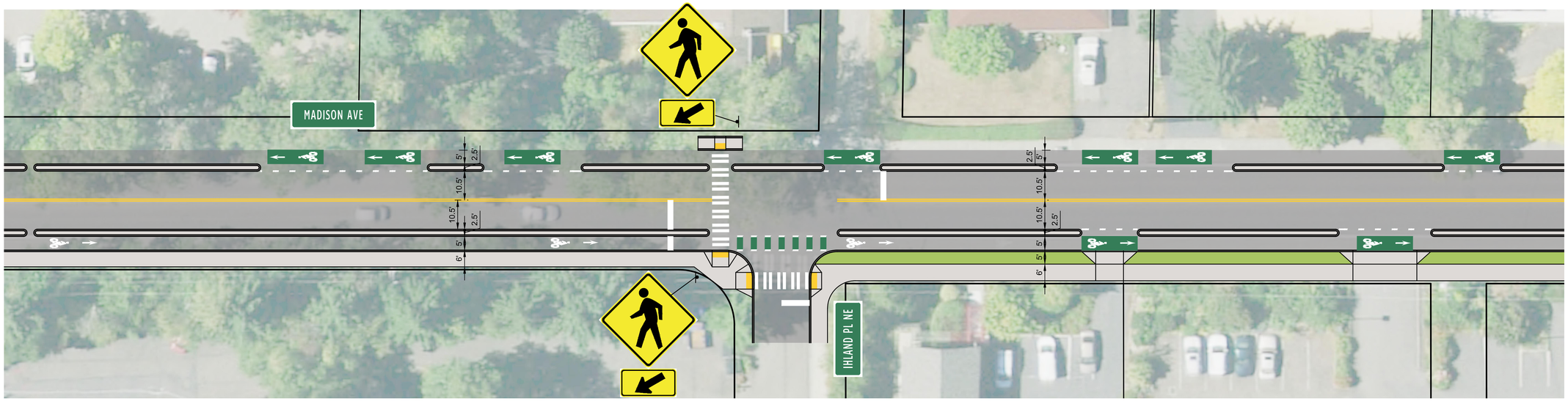
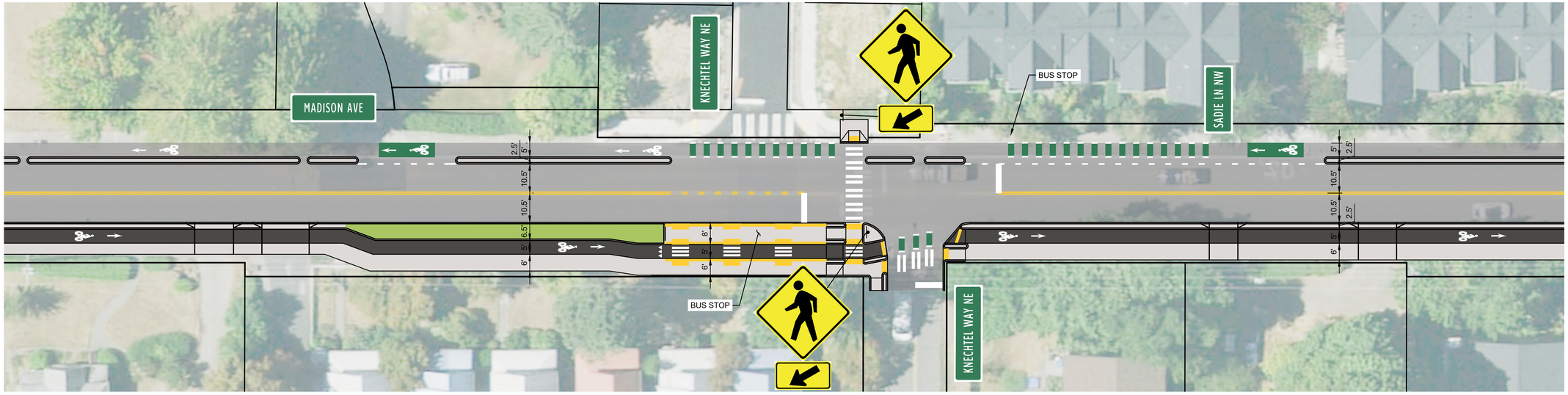
8/6/2021



CENTRAL SEGMENT (WYATT WAY TO HIGH SCHOOL ROAD)
OPTION A: STREET LEVEL BIKE LANES



CENTRAL SEGMENT (WYATT WAY TO HIGH SCHOOL ROAD)
OPTION B: NORTHBOUND SIDEWALK LEVEL BIKE LANE, SOUTHBOUND STREET LEVEL BIKE LANE

0 40' 80' 120'
SCALE IN FEET

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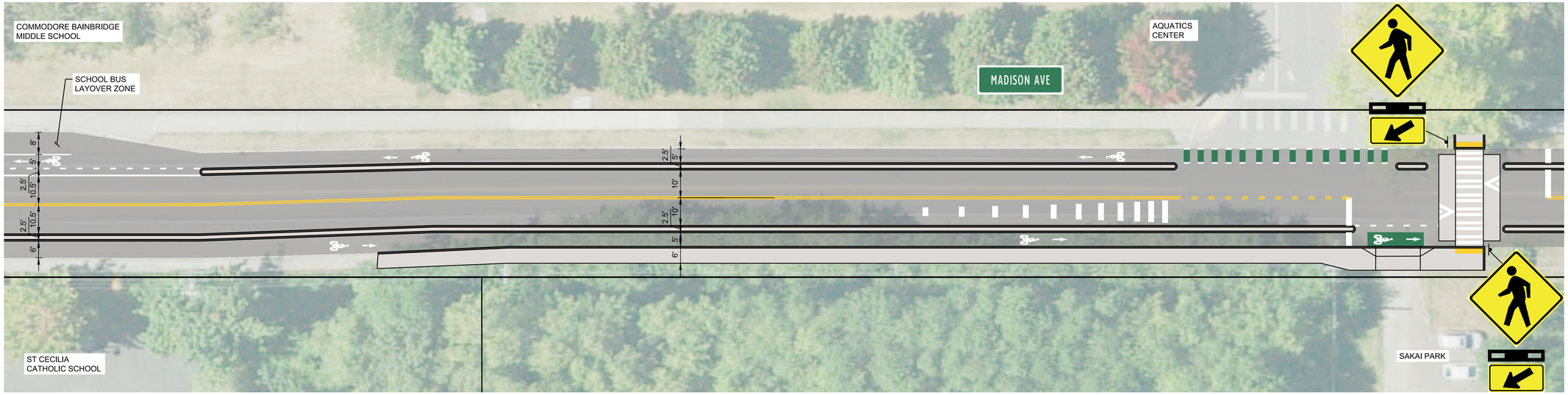
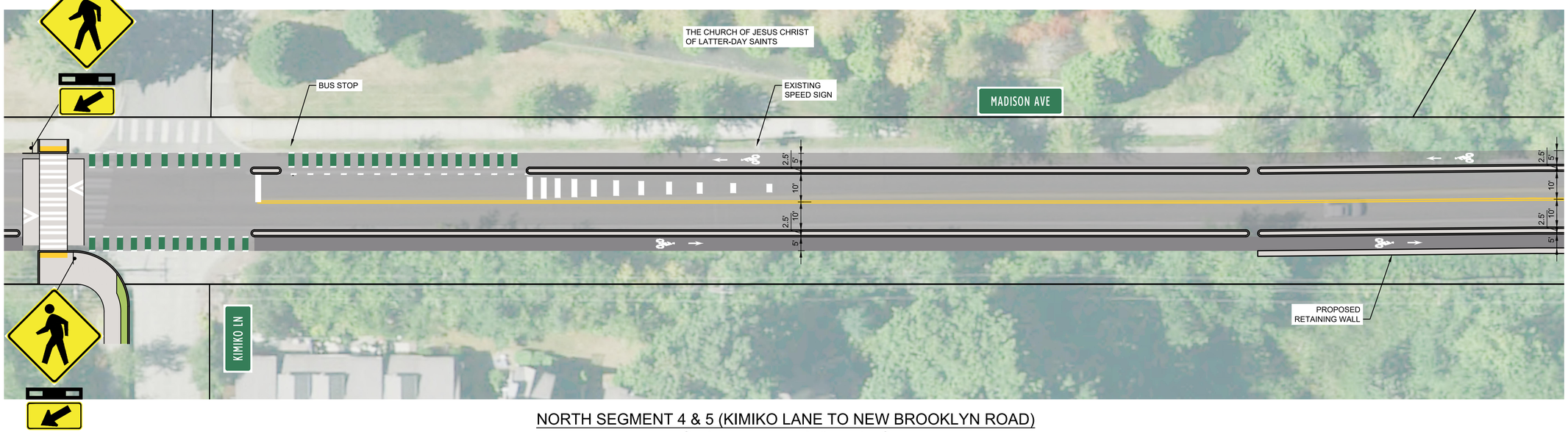


NORTH SEGMENT 1 & 2 (HIGH SCHOOL ROAD TO SAKAI PARK)
OPTION A: STREET LEVEL BIKE LANES



NORTH SEGMENT 4 & 5 (KIMIKO LANE TO NEW BROOKLYN ROAD)
STREET LEVEL BIKE LANES

0 40' 80' 120'
SCALE IN FEET

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City Council Study Session Agenda Bill

CITY OF BAINBRIDGE ISLAND

MEETING DATE: August 17, 2021 **ESTIMATED TIME:** 20 Minutes

AGENDA ITEM: (6:30 PM) Review Housing Action Plan Scope of Work and Methodology for Consultant Selection,

SUMMARY: The Housing Action Plan will inform the update to the Housing Element in the Comprehensive Plan (due in 2024) and guide ongoing implementation of those policies by identifying strategies to address the City's housing needs. The Housing Action Plan implements a strategy for addressing housing needs in the community. The process begins with an inventory of the existing housing stock, an analysis of current and future housing needs, and identifying gaps where the current housing market is not delivering needed housing types. This is followed by a comprehensive review of the City's policies, programs, and regulations that shape housing development.

The purpose of this review is to identify ways to encourage construction of both market-rate and affordable housing to address the identified gaps. Both the housing needs assessment and the housing policy review will be used to inform and engage the community about the current state of housing on Bainbridge Island, and identify needs and potential strategies the City could employ to address these housing needs in the future.

Staff is sensitive to the Council's desire to accelerate this work. The Council may direct the City Manager to solicit qualifications and proposals from qualified consultants. The process of soliciting will take approximately 60 days. The Council can also direct the City Manager to directly negotiate with a consulting firm or firms with a demonstrated track record with the City in providing high quality research and analysis regarding the proposed services involved in this project. For example, the Council could consider the qualifications of its current housing consultant, EcoNorthwest, who has special insight and knowledge of the unique housing conditions in Bainbridge Island via past work for the City.

AGENDA CATEGORY: Review and Recommendation **PROPOSED BY:** Executive

RECOMMENDED MOTION: (1) Review the Proposed Scope of Work for a Housing Action Plan.

(2) Select the preferred method to retain the services of a housing consultant either via a Request for Qualifications (RFQ) or another process based on the quality and applicability of a consulting firm's past work for the City.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	

Included in Current Budget?	No

BACKGROUND: On April 20, 2021, the City Council received a recommendation from the Affordable Housing Ad Hoc Committee. Following receipt of recommendations from the Committee, the Council directed the City Manager to prepare a consulting scope of work for a Housing Action Plan and to prepare a cost estimate for a housing needs assessment and housing inventory.

ATTACHMENTS:

Housing Action Plan - August 17 Study Session.docx

FISCAL DETAILS: Estimated Cost: $150,000.00 - Estimate based upon the City of Mercer Island.

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND

Proposed Scope of Work

City of Bainbridge Island Housing Action Plan

The proposed scope of work consists of two categories: one, quantitative that includes information gathering and statistical research; and two, a qualitative component that includes community outreach and the soliciting of public attitude and opinions and identifying strategies or policies that would assist the City to reach housing-related goals. The City anticipates receiving a product that will assist in guiding the City in determining what type of housing products should be encouraged, for whom (or the target population at what income levels), and the amount.

Project Tasks

- Collect data and information to provide an assessment of the types and condition of housing within the City of Bainbridge Island. Provide information in an easy to read format according to zoning districts including an inventory of housing available to households earning up to 120% of the Median Income for the Bremerton-Silverdale MSA.
- Provide an inventory of currently existing Accessory Dwelling Units and Short-Term Vacation Rentals and provide an analysis of the trends and impacts of these units upon the overall housing supply.
- Provide household demographics, including workforce profiles, income segments, and cost-burdened data. Include employment trends, projections, and quantification of existing and projected housing needs for all income groups.
- Provide an analysis of housing availability to special housing needs: handicapped, elderly, large families, farm workers, service workers, and female-headed households.
- Review and evaluate current housing policies and the regulatory framework for housing.
- Describe and develop a public outreach plan to engage public input and participation. Public participation should include scientifically valid surveys of the public's perception of housing needs and demands, one on one interviews with individuals familiar with housing production and housing needs on Bainbridge Island, the use of the Engage Bainbridge Site to increase public participation, and other applied techniques to increase public participation to provide public input for the Housing Needs Assessment and Housing Action Plan.
- Identity the opportunities for energy conservation with respect to residential development.
- Analyze the issues associated with affirmatively furthering fair housing goals.
- Review and evaluate current housing policies and review the effectiveness of the City's housing polices over the past five-year period.
- Based upon qualitative and quantitative input, develop metrics for affordable housing goals, including how much housing should be provided for what income type of special housing needs.
- Recommend strategies and actions to achieve the recommended housing production.
- Provide for six presentations to the City Council, City Advisory Groups, or and/or via workshops.
- Provide an Administrative Draft, Final Draft, and Final Report.

City Council Study Session Agenda Bill

CITY OF BAINBRIDGE ISLAND

MEETING DATE: August 17, 2021 **ESTIMATED TIME:** 30 Minutes

AGENDA ITEM: (6:50 PM) Consider Direction to City Manager to Pause Work on the Shoreline Management Program Periodic Review,

SUMMARY: A question has been posed whether the City Council wishes to direct the City Manager to pause work on the Shoreline Management Program Periodic Review. No staff analysis has been conducted, nor has any contact been made with the Planning Commission with regard to this question. However, the Council's Liaison to the Planning Commission may be in a position to represent the attitude of the Planning Commission. This issue is placed before the City Council for discussion.

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

RECOMMENDED MOTION: Discussion and consideration of direction to provide to the City Manager relating to pausing work on the Shoreline Management Program Periodic Review.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:

City Council Study Session Agenda Bill

CITY OF BAINBRIDGE ISLAND

MEETING DATE: August 17, 2021 **ESTIMATED TIME:** 20 Minutes

AGENDA ITEM: (7:20 PM) Consider Direction Regarding Proposed Development Agreements with Central Highlands, Inc. for the Wintergreen Project

SUMMARY: Washington State law, specifically RCW 36.70B.170 - .210, allows cities to enter into Development Agreements. A Development Agreement ("DA") is a voluntary contract that is intended to set forth standards and provisions associated with the development of a specific project.

In theory, as a result of mutual consideration, all parties to the agreement receive a benefit that they would not have been able to receive except for the DA.

The applicants of the Wintergreen Project, Central Highlands, Inc., are seeking to enter into development agreements with the City. This agenda item is for the City Council to have an initial discussion regarding what is proposed and provide direction to the City Manager about possible next steps.

In that this is an initial discussion, the draft agreements attached with this agenda item were drafted by Central Highlands. City staff, including the City Attorney's Office, have not yet had the opportunity to thoroughly review the drafts. If the Council expresses an interest in pursuing such agreements, the City Manager will work with the City Attorney and other staff to review the proposed agreements and provide input to the Council about what is proposed.

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

RECOMMENDED MOTION: The Council will consider: Should the City Manager be directed to negotiate development agreements proposed by Central Highlands, Inc., related to the Wintergreen Project for further Council consideration on August 24, 2021?

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

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

BACKGROUND: The Wintergreen Project is a 73 unit residential development planned in the vicinity north of High School Road east of State Route 305 on the "Visconsi Site." In brief, the applicant is proposing to provide

31 for sale affordable units for management by Housing Resources Bainbridge (HRB) and Housing Kitsap. See attached "Wintergreen Site Concept."

In the context of a Development Agreement and the voluntary nature of such agreements, the City Council may consider a range of reasonable development conditions the Council determines are appropriate for the subject development.

ATTACHMENTS:

Wintergreen Townhomes - development agreement - timeline.docx

Wintergreen Townhomes - development agreement - affordable housing.docx

Wintergreen Site Concept_05262021.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

DEVELOPMENT AGREEMENT

AS TO PROJECT REVIEW TIMELINE AND PERMITTING

This DEVELOPMENT AGREEMENT AS TO PROJECT REVIEW TIMELINE AND PERMITTING ("Agreement") is made and entered into by and between the City of Bainbridge Island, a Washington municipal corporation ("City") and Central Highlands, Inc., a Washington corporation ("Central Highlands"). The City and Central Highlands are each a "Party" and collectively "the Parties". The effective date ("Effective Date") of this Agreement shall be the date of complete execution hereof.

RECITALS

A. Central Highlands is proposing a 73-lot preliminary plat residential subdivision (Project No. PLN51836 SUB/SPR/CUPA) located on tax parcels 23250230942009 and 23250230922001 ("Wintergreen Townhomes" or "the Project"), which are located in the High School Road District.

B. One single-family residence will be constructed on each lot, with 31 of the residences being income-qualified affordable units per BIMC 18.21.020.

C. According to the City's Affordable Housing Task Force (AHTF) Final Report dated July 11, 2018, "Bainbridge Island is older, wealthier and far less racially diverse than other communities in the region," which means "[w]e are missing out on the vibrancy, creativity, economic benefit and sustainability that a diverse population – diverse in age, socioeconomics, race, ethnicity and background – brings to a community," and "[a]s a result, housing affordability is crucial both to those who live here and those who cannot."

D. The AHTF Final Report states that "[b]y any measure, Bainbridge Island has not implemented effective strategies to meet diverse housing needs," and it, along with the City's Comprehensive Plan (Housing Element), highlights some of the negative impacts of lack of affordable housing: longer commutes, more traffic and carbon emissions, wasted time and money, reduced quality of life, increased sprawl, and a shrinking workforce for employers.

E. The AHTF Final Report recommends, among many other things, establishing a building permit fast track for affordable housing, which would place affordable projects at the front of the permit approval line, thereby reducing the time and cost of building affordable housing, which would incentivize developers to prioritize affordable housing at no additional cost to the City.

F. The Comprehensive Plan (Housing Element) articulates many goals, policies and high priority actions related to affordable housing, including, without limitation, the following:

- "Promote and maintain a variety of housing types to meet the needs of present and future Bainbridge Island residents at all economic segments in a way that is compatible with the character of the Island and encourages more socio-economic diversity."

- "Partner with non-profit housing organizations, churches, the development community, local lending institutions, elected officials and the community at large to assist in meeting affordable housing goals and implementing strategies."

- "Develop standards to encourage development of small to mid-size single-family housing units."

- "Maintain an innovative housing program and clarify or adopt new flexible permit processes in all designated centers to promote an increase in the supply, diversity and access to housing including affordable housing."

- "Promote and facilitate the provision of rental and for-purchase housing that is affordable to income-qualified households with a variety of income levels."

- "Increase the efficiency of the review process and revise development standards for the High School Road and Ferry Terminal districts and other portions of the Winslow Area Master Plan to encourage the transformation of these areas from auto-oriented, low-rise, homogeneous commercial land use districts into walkable, transit-served, mid-rise, mixed-use neighborhood with affordable housing."

- "Consider actions that can be taken to reduce financial barriers that inhibit the desired increase in diverse and affordable housing."

G. Due to delays incurred during the land use review process and upcoming deadlines in its contractual arrangement with the owner of the subject parcels, Central Highlands needs assurances as to the remaining timeline for the land use review process – specifically, when the Planning Commission hearing and the Hearing Examiner hearing will occur.

H. The ability to sell the affordable units to income-qualified buyers, particularly low income buyers, is aided by the current low interest rate environment, so time is of the essence, and thus, if the Project is approved, Central Highlands needs assurances that permit processing will be done in a timely manner.

I. In exchange for such assurances, if the Project is approved, Central Highlands will offer all 31 of the affordable units to be sold to low income buyers (as defined in BIMC 18.21.020) through Housing Resources Bainbridge (HRB) and Housing Kitsap, which will result in the units being permanently affordable as part of HRB's Community Land Trust (CLT).

J. In the interest of promoting affordable housing – specifically, units to be sold to low income buyers in perpetuity – the City wishes to provide assurances to Central Highlands regarding the timeline for the remaining land use review process and, if the Project is approved, permit processing timelines.

K. The Parties are entering into this Agreement to set forth the terms and conditions under which the issues described above shall be resolved to their mutual satisfaction.

AGREEMENT

NOW THEREFORE, pursuant to RCW 36.70B.170, in consideration of the mutual promises and considerations set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Land Use Review Process Timeline. The City shall schedule the Planning Commission hearing to occur on or before August 26, 2021. The City shall make best efforts to schedule the Hearing Examiner hearing to occur on September 9, 2021, or, if the Hearing Examiner is not available on that date,

on September 16, 2021; provided, in no event shall the Hearing Examiner hearing occur after September 30, 2021.

2. City Permit Processing. If the Project is approved, the City shall process permits and approvals for the Project as follows:

- Public Works review and comments including bond quantity amounts, permit fees, and related matters shall be ready within fourteen (14) days of the Hearing Examiner's preliminary plat decision and shall allow construction to start as soon as possible upon the City obtaining the required bonds, fees, and agreements. However, if the Hearing Examiner's decision includes conditions that require changes to the civil improvement drawings, the 14-day period will commence at the time of resubmittal of the revised civil improvement drawings to the City. The City shall allow construction to start as soon as possible upon the City obtaining the required bonds, fees, and agreements.

- The City shall complete its reviews and provide its response to Central Highlands for all building permits submitted for lots within the Project within thirty (30) days of submission of a fully completed building permit application. The City shall complete its reviews and provide its response to Central Highlands within fourteen (14) days of receiving from Central Highlands a response to a correction notice.

3. Commitment to Sell to Low Income Buyers. If the Project is approved, and if there is adequate financial assistance by way of self-help ownership program (SHOP) grants, down payment assistance loans and/or USDA direct loans (HRB and Housing Kitsap believe that such assistance is likely to be available), all 31 of the affordable units will be sold to low income buyers (as defined in BIMC 18.21.020) through the Homeownership Program administered by HRB and the self-help program administered by Housing Kitsap. All units sold through these programs will be permanently affordable as part of HRB's CLT. Under this stipulation, Central Highlands is departing from the statutory allowances for affordable housing sales of 10% to low income buyers, 60% to moderate income buyers and 30% to middle income buyers, thereby forgoing millions of dollars in revenue.

4. Duration. This Agreement shall be in effect from the Effective Date until Central Highlands has built the 73 single-family residences and sold the 31 affordable units.

5. Severability. If any clause, sentence, paragraph, section, or part of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any part of this Agreement and to this end the provisions of each clause, sentence, paragraph, section, or part of this Agreement are hereby declared to be severable.

6. Relationship to Other Agreements. The default by either Party under any other development agreement entered into between the Parties regarding Wintergreen Townhomes shall not excuse the performance of an obligation under this Agreement.

7. Cooperation. The Parties agree to cooperate and work together in good faith and without delay to take the actions and issue the approvals described in this Agreement.

8. Attorney Fees. In any court proceeding brought to enforce or interpret this Agreement, the substantially prevailing party (as determined by the court) shall recover from the other party its costs and reasonable attorney fees, including costs and fees on appeal.

9. Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington. In any action brought to enforce or interpret the provisions of this Agreement, venue shall be exclusively in Kitsap County Superior Court.

10. Time. Time is of the essence for all provisions of this Agreement.

11. Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

12. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

13. Entire Agreement; Amendment. This Agreement represents the entire agreement of the Parties and supersedes any prior communications, written or oral. This Agreement is the product of negotiation and shall not be construed against either party as the drafter hereof. No modification or waiver of any rights hereunder shall be binding unless in writing and signed by the party or parties potentially adversely affected hereby. Notwithstanding anything else, the City reserves the right to modify this Agreement and impose new or different regulations to the extent required by a serious threat to public health and safety.

14. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one instrument, and signatures transmitted electronically shall be the equivalent of original signatures for all purposes.

15. Authority. Each party signing this Agreement, whether signing individually or on behalf of an entity, represents that he/she has full authority to sign this Agreement on behalf of himself/herself or such entity.

16. Successors. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective representatives, successor and assigns.

17. Calculation of Time. Unless clearly stated otherwise in this Agreement, all references to days shall be to calendar days, not business days.

18. Notices. All notices, requests, and other communications that may be or are required to be given hereunder or with respect hereto shall be in writing and shall be given by overnight delivery service or by e-mail, and shall be deemed to have been given on the next day following the date such notice was sent by overnight delivery service, or upon receipt if sent via e-mail. Such notices, requests, and other communications shall be addressed as follows:

If to Central Highlands:

Hayes Gori
Law Office of Hayes Gori, PLLC
271 Wyatt Way NE, #112
Bainbridge Island, WA 98110
Phone: 206-842-6462
E-mail: hayes@hayesthelawyer.com

With a copy via e-mail to:

David Smith
President, Central Highlands, Inc.
Email: smithhouse4@comcast.net

If to the City:

Joe Levan
City Attorney, City of Bainbridge Island
280 Madison Ave. N
Bainbridge Island, WA 98110
(206) 780-8622
E-mail: jlevan@bainbridgewa.gov

With a copy via email to:

Blair King
City Manager, City of Bainbridge Island
E-mail: dschulze@bainbridgewa.gov

EXECUTED by the Parties on the dates set forth below.

CITY:

The City of Bainbridge Island,
a Washington municipal corporation

By:_____
Blair King, City Manager

Date signed:_____

CENTRAL HIGHLANDS:

Central Highlands, Inc.,
a Washington corporation

By:_____
David Smith, President

Date signed: _____

DEVELOPMENT AGREEMENT

AS TO DEVELOPER CONTRIBUTIONS, DESIGN STANDARDS

AND AFFORDABLE HOUSING

This DEVELOPMENT AGREEMENT AS TO DEVELOPER CONTRIBUTIONS, DESIGN STANDARDS AND AFFORDABLE HOUSING ("Agreement") is made and entered into by and between the City of Bainbridge Island, a Washington municipal corporation ("City") and Central Highlands, Inc., a Washington corporation ("Central Highlands"). The City and Central Highlands are each a "Party" and collectively "the Parties". The effective date ("Effective Date") of this Agreement shall be the date of complete execution hereof.

RECITALS

A. Central Highlands is proposing a 73-lot preliminary plat residential subdivision (Project No. PLN51836 SUB/SPR/CUPA) located on tax parcels 23250230942009 and 23250230922001 ("Wintergreen Townhomes" or "the Project"), which are located in the High School Road District.

B. Central Highlands initially attempted to develop the Project under the auspices of the March 27, 2014 Hearing Examiner Report and Decision for the Visconsi Master Plan ("the Visconsi Decision"), but the City took the position that the Visconsi Decision permitted only commercial development.

C. Central Highlands requested an Administrative Code Interpretation ("ACI") on this issue, and the Planning Director concluded that the Visconsi Decision permitted only commercial development, and that if Central Highlands wished to do a residential development, it would have to adjust the Visconsi Master Plan by way of a new residential project application.

D. Central Highlands appealed the ACI to the Hearing Examiner, who affirmed the Planning Director's interpretation and ruled that any residential development would require a major adjustment of the Visconsi Master Plan under BIMC 2.16.040.H.2.

E. The Parties are bound by the Hearing Examiner's decision on the ACI.

F. Under BIMC 2.16.040.H.2, a major adjustment of an approved site plan and design review is done by way of a new or amended application as determined by the Planning Director.

G. The Planning Director determined that Central Highlands' major adjustment of the Visconsi Master Plan required a new preliminary long subdivision application under BIMC 17.12, which means that the development regulations of BIMC 17.12 are applicable to the Project and supersede the Visconsi Decision.

H. Central Highlands submitted an application for preliminary approval of the subdivision to the City on February 10, 2021, which application the Planning Director has reviewed and determined was complete as of the date of submission pursuant to BIMC 2.16.125.C.3.

I. During the land use review process, the Design Review Board (DRB) required Central Highlands to attend six meetings instead of the required three meetings, with the first meeting in early October 2020, and the final meeting in June 2021, a period of more than eight months.

J. At the DRB's February 1, 2021 meeting, despite being told by City staff and Central Highlands that the minimum building setback from to SR 305 is 25 feet, despite being shown the provision of the BIMC that establishes this minimum setback (Table 17.12.070-1), despite the fact that any increase in the setback will reduce community space in the west lot, and despite the fact that this meeting was during the proposal phase (before Central Highlands had finalized its site plan and submitted its application for the Project), the DRB decided by way of a vote that the vegetative buffer along SR 305 should be 50 feet (which is the high end of the 25 to 50 foot vegetative buffer width range set forth in the Design for Bainbridge Manual, page 62) due to concerns about noise levels. Central Highlands proposed a 35-foot building setback with a 25-foot vegetative buffer as a compromise, but the DRB did not accept it.

K. At the DRB's February 16, 2021 meeting, Central Highlands' acoustic engineer, who had measured decibel levels throughout the Project and prepared a report of his findings (which was provided to the DRB), explained to the DRB that setting the buildings back an additional 25 to 50 feet (beyond the proposed 35-foot setback) would have only a negligible impact on interior noise in the units. The engineer recommended noise-resistant windows and a noise barrier fence along SR 305, which measures will ensure noise levels in residential interiors and outside use areas will meet industry-standard noise criteria. Central Highlands intends to implement both of these noise mitigation measures. After being presented with this information, the DRB did not see fit to modify its recommendation of a 50-foot vegetative buffer.

L. During Central Highlands' Public Participation Meeting at the Planning Commission on February 25, 2021, the first speaker during the public comment period was the Chair of the DRB, who made numerous negative and/or false statements to the Planning Commission and the public about the Project.

M. During the final DRB meeting on June 21, 2021, the DRB was in the process of recommending approval of the Project with conditions (and had filled out this portion of the Design for Bainbridge Worksheet), which recommendation necessarily means that the Project satisfies all 23 of the Design Standards, but when it was explained to the DRB that it could not mandate a 50-foot vegetative buffer along SR 305 but rather only recommend it, the DRB immediately changed its recommendation to denial with deficiencies and added the blanket and bald statement that the Project "*Does not meet the 23 Design Standards listed in the Design for Bainbridge book,"* which statement cannot be reconciled with the DRB's previous intention (only minutes before) to recommend approval with conditions, and which statement is not supported by any explanatory narrative by the DRB. (Note: All of the DRB narrative in the Design for Bainbridge Worksheet is from February or March 2021.)

N. On the recommendation page of the Design for Bainbridge Worksheet, which was signed by the Chair of the DRB on June 21, 2021, the first deficiency noted is as follows: *"Does not meet 50' buffer from SR 305 which was determined by the DRB at the request of the Director based on pg. 62 in the Design for Bainbridge book."* However, the determination of a 50-foot buffer directly conflicts with BIMC's establishment of a 25-foot building setback from SR 305. Also, the DRB was not asked by the Director to determine the buffer width but rather to make a recommendation, which was explained to the DRB by City staff during the June 21, 2021 meeting four different times. Also, the DRB is an advisory body and as such does not determine anything but rather only makes recommendations.

O. Another design deficiency noted by the DRB is as follows: "*Acknowledging the Visconsi plan, the DRB is still concerned with the traffic flow in and out of the development through commercial parking lots; it meets what has been approved with Visconsi plan for commercial use. This is not*

acceptable for a housing project." However, the CC&Rs for the Visconsi Master Plan prescribe the access points between the five lots in the site, and Central Highlands is bound by the CC&Rs and cannot unilaterally change the access points. As the DRB notes, the proposed traffic flow meets what has been approved by the Visconsi Decision. Also, nothing in the BIMC precludes traffic flow through commercial parking lots for residential developments.

P. The Project is comprised of 73 single family residences, each of which will be constructed on its own lot and will be an attached (or "zero lot line") townhome, which is allowed under the "Minimum Setbacks" section of BIMC Table 17.12.070-1 when the residences are less than 1,600 square feet, which all of the residences in the Project are.

Q. More than 40% of the residences, 31 of 73, will be income-qualified affordable units per BIMC 18.21.020.

R. According to the City's Affordable Housing Task Force (AHTF) Final Report dated July 11, 2018, "Bainbridge Island is older, wealthier and far less racially diverse than other communities in the region," which means "[w]e are missing out on the vibrancy, creativity, economic benefit and sustainability that a diverse population – diverse in age, socioeconomics, race, ethnicity and background – brings to a community," and "[a]s a result, housing affordability is crucial both to those who live here and those who cannot."

S. The AHTF Final Report states that "[b]y any measure, Bainbridge Island has not implemented effective strategies to meet diverse housing needs," and it, along with the City's Comprehensive Plan (Housing Element), highlights some of the negative impacts of lack of affordable housing: longer commutes, more traffic and carbon emissions, wasted time and money, reduced quality of life, increased sprawl, and a shrinking workforce for employers.

T. The AHTF Final Report recommends, among many other things, establishing a building permit fast track for affordable housing, which would place affordable projects at the front of the permit approval line, thereby reducing the time and cost of building affordable housing, which would incentivize developers to prioritize affordable housing at no additional cost to the City.

U. The Comprehensive Plan (Housing Element) articulates many goals, policies and high priority actions related to affordable housing, including, without limitation, the following:

- "Promote and maintain a variety of housing types to meet the needs of present and future Bainbridge Island residents at all economic segments in a way that is compatible with the character of the Island and encourages more socio-economic diversity."

- "Partner with non-profit housing organizations, churches, the development community, local lending institutions, elected officials and the community at large to assist in meeting affordable housing goals and implementing strategies."

- "Develop standards to encourage development of small to mid-size single-family housing units."

- "Maintain an innovative housing program and clarify or adopt new flexible permit processes in all designated centers to promote an increase in the supply, diversity and access to housing including affordable housing."

- "Promote and facilitate the provision of rental and for-purchase housing that is affordable to income-qualified households with a variety of income levels."

- "Increase the efficiency of the review process and revise development standards for the High School Road and Ferry Terminal districts and other portions of the Winslow Area Master Plan to encourage the transformation of these areas from auto-oriented, low-rise, homogeneous commercial land use districts into walkable, transit-served, mid-rise, mixed-use neighborhood with affordable housing."

- "Consider actions that can be taken to reduce financial barriers that inhibit the desired increase in diverse and affordable housing."

V. If the Project is approved, Central Highlands will offer all 31 of the affordable units to be sold to low income buyers (as defined in BIMC 18.21.020) through Housing Resources Bainbridge (HRB) and Housing Kitsap, which will result in the units being permanently affordable as part of HRB's Community Land Trust (CLT).

W. In addition, if the Project is approved, upon the sale of each of the 31 affordable units, Central Highlands will donate $10,000 (ten thousand dollars) to be split evenly between HRB and Housing Kitsap, and upon the sale of each of the 73 units, Central Highlands will donate $1,500 (one thousand five hundred dollars) to HRB.

X. In the interest of promoting affordable housing – specifically, units to be sold to low income buyers in perpetuity – the City wishes to establish Central Highlands' financial obligations, clarify the applicable design standards and land use regulations, and establish guidelines for the sale of the affordable units.

Y. The Parties are entering into this Agreement to set forth the terms and conditions under which the issues described above shall be resolved to their mutual satisfaction.

AGREEMENT

NOW THEREFORE, pursuant to RCW 36.70B.170, in consideration of the mutual promises and considerations set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals Incorporated. The Recitals above are incorporated herein and made a part of this Agreement as if fully set forth herein.

2. Commitment to Sell to Low Income Buyers. If the Project is approved, and if there is adequate financial assistance by way of self-help ownership program (SHOP) grants, down payment assistance loans and/or USDA direct loans (HRB and Housing Kitsap believe that such assistance is likely to be available), all 31 of the affordable units will be sold to low income buyers (as defined in BIMC 18.21.020) through the Homeownership Program administered by HRB and the self-help program administered by Housing Kitsap. All units sold through these programs will be permanently affordable as part of HRB's CLT. Under this stipulation, Central Highlands is departing from the statutory allowances for affordable housing sales of 10% to low income buyers, 60% to moderate income buyers and 30% to middle income buyers, thereby forgoing millions of dollars in revenue.

3. Central Highlands' Financial Obligations. In addition, if the Project is approved, upon the sale of each of the 31 affordable units that is placed in HRB's CLT, Central Highlands will donate

$10,000 (ten thousand dollars) to be split evenly between HRB and Housing Kitsap, and upon the sale of each of the 73 units, whether or not it is placed in HRB's CLT, Central Highlands will donate $1,500 (one thousand five hundred dollars) to HRB, for a total donation amount (assuming all of the affordable units are placed in HRB's CLT) in excess of $400,000 (four hundred thousand dollars). For any affordable unit that is not able to be placed into HRB's CLT, Central Highlands will reduce the sale price in the amount of any waiver of development fees provided by the City, and will contractually obligate the first owner of the unit, when they sell the unit, to pay to the City's Housing Trust Fund $13,000 (thirteen thousand dollars) to reimburse the City for the grant of bonus Floor Area Ratio that made construction of the unit possible; provided, that this reimbursement obligation is funded only if the home appreciates in value and then only to the extent that the appreciation is sufficient to fund the obligation net of the costs of sale.

4. Governing Regulations. In the event of a conflict between BIMC 17.12 and the Visconsi Decision, BIMC 17.12 shall prevail.

5. Vesting. The Project vested on February 10, 2021, and consequently shall be considered under the subdivision, zoning, affordable housing and other land use ordinances, and the State Environmental Policy Act in effect on that date. For the avoidance of doubt, the Project shall not be subject to Ordinance 2021-03.

6. Single Family Residence. The Project is single family residential development comprised of 73 attached (or "zero lot line") townhomes, each on their own respective lot and each less than 1,600 square feet.

7. Design Recommendations. The compromise proposed by Central Highlands of a 35-foot building setback and a 25-foot vegetative buffer along SR 305 is in compliance with both the BIMC and the Design for Bainbridge Manual, and is accepted by the City. The proposed traffic flow through adjacent commercial parking lots, which is allowed by the BIMC and consistent with the Visconsi Master Plan, is deemed acceptable by the City. If Central Highlands corrects the remaining five deficiencies noted on the recommendations page of the Design for Bainbridge Worksheet dated June 21, 2021, then the Project will satisfy the 23 Design Standards in the Design for Bainbridge Manual.

8. Release. Central Highlands hereby forever waives and releases any and all claims, whether based in tort, contract, statute or otherwise, against the City that exist as of the date of this Agreement (claims that arise after the date of this Agreement, including, without limitation, claims to enforce this Agreement, are not subject to this Release) relating to the land use review process for the Project (including, without limitation, claims based on *Anderson v. City of Issaquah*, 70 Wn. App. 64 (1993)) and enactment of ordinances during the pendency of the land use review process for the Project.

9. Duration. This Agreement shall be in effect from the Effective Date until Central Highlands has built the 73 single-family residences and sold the 31 affordable units.

10. Severability. If any clause, sentence, paragraph, section, or part of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any part of this Agreement and to this end the provisions of each clause, sentence, paragraph, section, or part of this Agreement are hereby declared to be severable.

11. Relationship to Other Agreements. The default by either Party under any other development agreement entered into between the Parties regarding Wintergreen Townhomes shall not excuse the performance of an obligation under this Agreement.

12. Cooperation. The Parties agree to cooperate and work together in good faith and without delay to take the actions and issue the approvals described in this Agreement.

13. Attorney Fees. In any court proceeding brought to enforce or interpret this Agreement, the substantially prevailing party (as determined by the court) shall recover from the other party its costs and reasonable attorney fees, including costs and fees on appeal.

14. Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington. In any action brought to enforce or interpret the provisions of this Agreement, venue shall be exclusively in Kitsap County Superior Court.

15. Time. Time is of the essence for all provisions of this Agreement.

16. Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

17. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

18. Entire Agreement; Amendment. This Agreement represents the entire agreement of the Parties and supersedes any prior communications, written or oral. This Agreement is the product of negotiation and shall not be construed against either party as the drafter hereof. No modification or waiver of any rights hereunder shall be binding unless in writing and signed by the party or parties potentially adversely affected hereby. Notwithstanding anything else, the City reserves the right to modify this Agreement and impose new or different regulations to the extent required by a serious threat to public health and safety.

19. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one instrument, and signatures transmitted electronically shall be the equivalent of original signatures for all purposes.

20. Authority. Each party signing this Agreement, whether signing individually or on behalf of an entity, represents that he/she has full authority to sign this Agreement on behalf of himself/herself or such entity.

21. Successors. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective representatives, successor and assigns.

22. Calculation of Time. Unless clearly stated otherwise in this Agreement, all references to days shall be to calendar days, not business days.

23. Notices. All notices, requests, and other communications that may be or are required to be given hereunder or with respect hereto shall be in writing and shall be given by overnight delivery service or by e-mail, and shall be deemed to have been given on the next day following the date such notice was sent by overnight delivery service, or upon receipt if sent via e-mail. Such notices, requests, and other communications shall be addressed as follows:

If to Central Highlands:

Law Office of Hayes Gori, PLLC
271 Wyatt Way NE, #112
Bainbridge Island, WA 98110
Phone: 206-842-6462
E-mail: hayes@hayesthelawyer.com

With a copy via e-mail to:

David Smith
President, Central Highlands, Inc.
Email: smithhouse4@comcast.net

If to the City:

Joe Levan, City Attorney
280 Madison Ave. N
Bainbridge Island, WA 98110
(206) 780-8622
E-mail: jlevan@bainbridgewa.gov

With a copy via email to:

Blair King, City Manager
E-mail: dschulze@bainbridgewa.gov

EXECUTED by the Parties on the dates set forth below.

CITY:

The City of Bainbridge Island,
a Washington municipal corporation

By:_____
Blair King, City Manager

Date signed:_____

CENTRAL HIGHLANDS:

Central Highlands, Inc.,
a Washington corporation

By:_____
David Smith, President

Date signed: _____

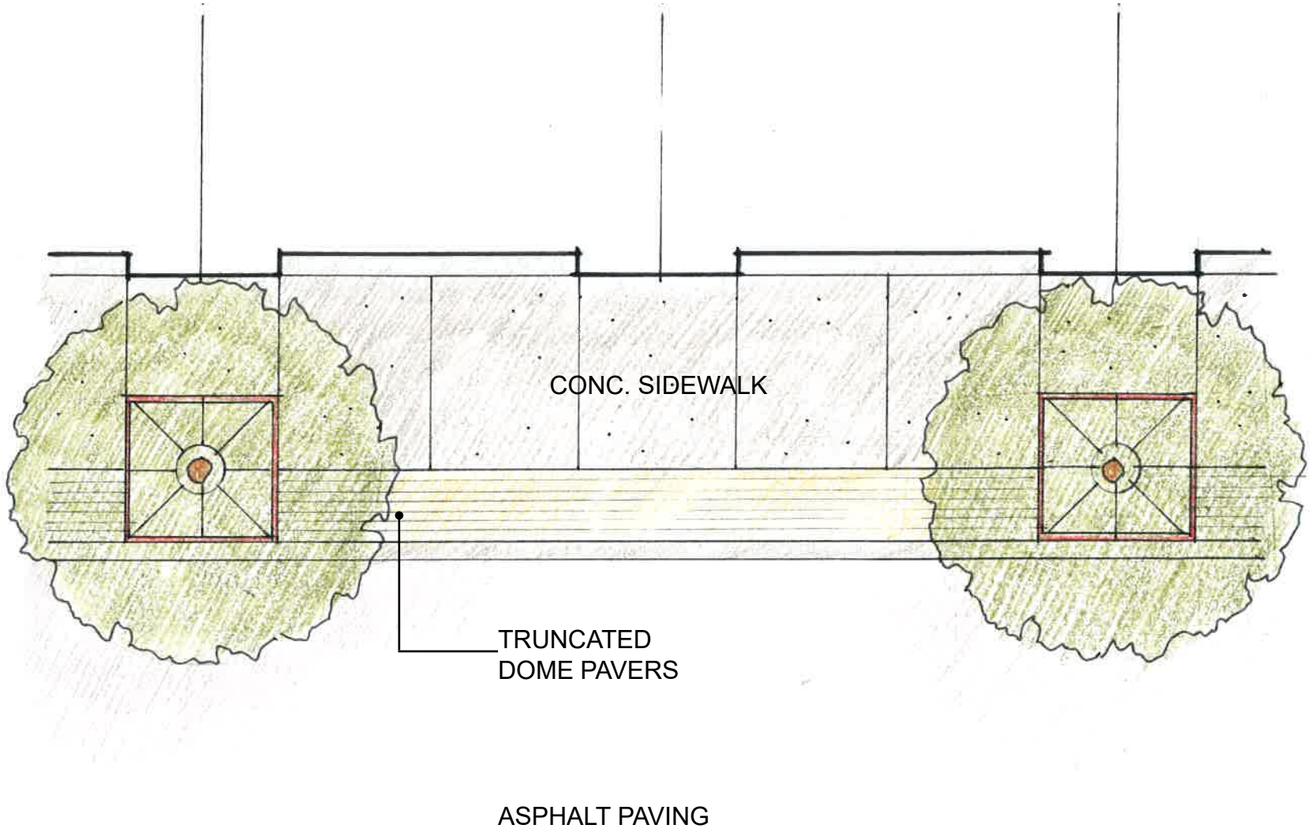
SITE CONCEPT

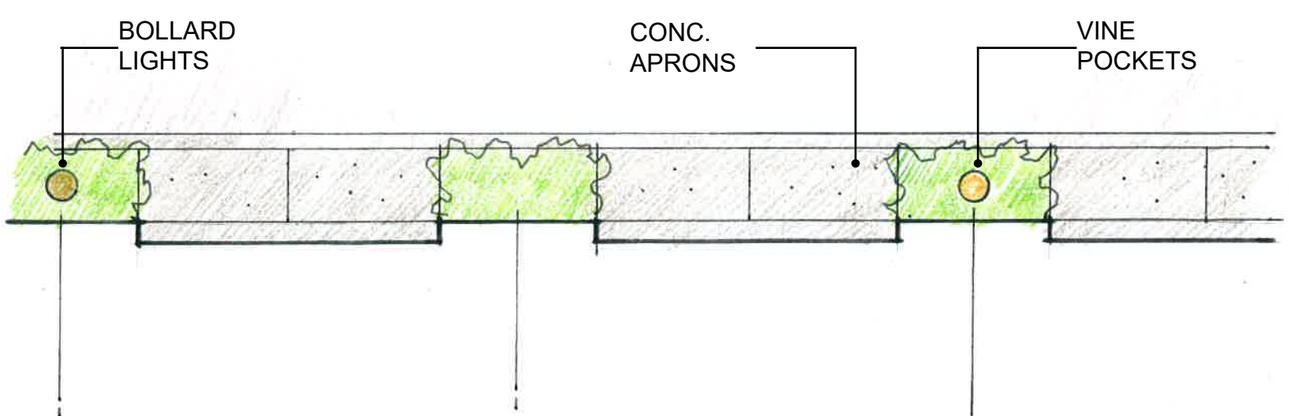
05/26/21

WINTERGREEN TOWNHOMES

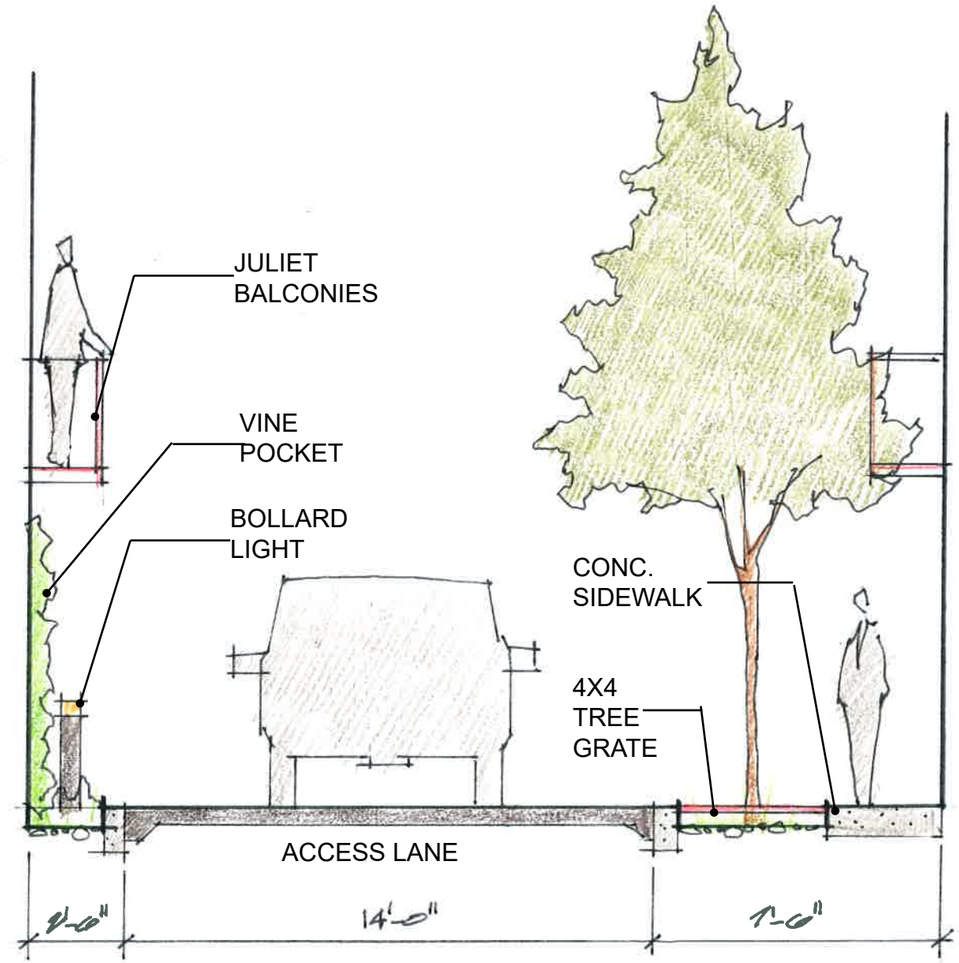
BAINBRIDGE ISLAND, WA

NOT TO SCALE





PLAN VIEW



SECTION VIEW (LOOKING NORTH)

SHARED ACCESS LANE

05/26/21

WINTERGREEN TOWNHOMES

BAINBRIDGE ISLAND, WA

SCALE: 1/4" = 1'-0"