



**CITY COUNCIL STUDY SESSION
TUESDAY, AUGUST 19, 2025**

COUNCIL CHAMBERS
280 MADISON AVENUE NORTH
BAINBRIDGE ISLAND, WA

AND

REMOTE MEETING ON ZOOM
[HTTPS://BAINBRIDGEWA.ZOOM.US/J/92947338351](https://bainbridgewa.zoom.us/j/92947338351)
OR TELEPHONE: US: +1 253 215 8782
WEBINAR ID: 929 4733 8351

AGENDA

- 1. CALL TO ORDER / ROLL CALL - 6:00 PM**
- 2. APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE - 6:05 PM**
- 3. REGULAR BUSINESS**
 - 3.A (6:10 PM) Receive Preliminary Master Development Plan by Low Income Housing Institute (LIHI) for 625 Winslow Way Affordable Housing Project, 30 Minutes**
[625 WINSLOW WAY - Massing stepback & parking studies 2025.08.15.pdf](#)
[LIHI Affordability Language 4900-7018-9407.1.pdf](#)
 - 3.B (6:40 PM) Discuss Scope of Work with LMN for Contract Relating to Winslow Subarea Plan Update, 30 Minutes**
[Professional Services Agreement - 2025 LMN re Winslow Subarea Plan update.pdf](#)
- 4. COMMITTEE REPORTS - 7:10 PM**
- 5. ADJOURNMENT - 7:20 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

MEETING DATE: August 19, 2025

ESTIMATED TIME: 30 Minutes

AGENDA ITEM: (6:10 PM) Receive Preliminary Master Development Plan by Low Income Housing Institute (LIHI) for 625 Winslow Way Affordable Housing Project,

SUMMARY: Pursuant to the Development Agreement between the City of Bainbridge Island and Low Income Housing Institute (LIHI), LIHI is required to provide the City Council a Master Development Plan (MDP) that includes, among other elements, a site plan, conceptual building elevations, design for parking facilities, income levels, and deviations from the City's land use regulations.

At the July 15, 2025, City Council Study Session, LIHI provided a Preliminary Master Development Plan for review and comment to ensure it is on course for a successful submittal of a Master Development Plan later in August. LIHI's plans are based upon three deviations from the City's current development standards. These deviations include: 1) Floor Area Ratio of 2.10 - this aligns with the proposed Winslow Subarea Plan update tentatively proposed by the Planning Commission, 2) Structure Height of 45' to main structure, above each street frontage - this aligns with proposed Winslow Subarea Plan update tentatively proposed by the Planning Commission, 3) Parking at 0.5 stalls per dwelling unit, 7 parking stalls for commercial and 6 visitor parking stalls plus 2 car share stalls.

On July 15, 2025, the City Council moved to forward a request for revised development regulations to the Planning Commission for development of an ordinance for Council consideration.

The July 15th meeting included a general Council discussion with regard to a "step-back" in design, and comments on parking standards. Issues related to timing of the development were discussed.

LIHI has prepared revised preliminary plans for Council review with the intention of receiving clarification from the Council for the purpose of submitting a Master Development Agreement for Council consideration and eventual approval.

Attached is language that LIHI will include in its Master Plan when that is formally submitted for Council review. Once the Master Plan is approved by the Council, this language will become part of the Plan and will be included in the Ground Lease.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION:

Receive Preliminary Master Development Plan and invite LIHI to present its Master Development Plan for 625 Winslow Way with guidance provided by the City Council.

COMMUNITY ENGAGEMENT AND OUTREACH:

A Public Hearing is anticipated to occur prior to action on the Development Plan.

FISCAL IMPACT:

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

BACKGROUND: The City Council has designated affordable housing as a high priority. Based upon data from the city's Housing Needs Assessment prepared by ECONorthwest and realtor.com., Bainbridge Island's housing is more expensive than surrounding communities and its rental housing stock is limited:

- median home sale price is over \$1.3 million, compared to \$575,000 in Kitsap County.
- Bainbridge Island has fewer rental units available (19% compared to 32% in Kitsap County and 37% in the state.
- In 2024, the average asking rent for a 2-bedroom apartment was \$2,800.

On May 13, 2025, the City Council unanimously adopted Resolution No. 2025-10 approving a Development Agreement between the city and LIHI for the development of an affordable housing project on a one-acre site owned by the city.

On July 15, 2025, LIHI presented to the City Council a preliminary development plan for a 92-unit 100 percent affordable housing project consisting of 38 one-bedroom units, 13 two-bedroom units, 18 three-bedroom units, 14 studio units, 4 live work units, and 5 hybrid one-bedroom/studio units referred to as open one units. At that time, the Council voted to forward a request to the Planning Commission for a recommended ordinance that would include design standards to accommodate the proposed development. This was intended to allow LIHI to maintain a schedule to apply for affordable housing funds in late 2026.

LIHI is required to submit a Master Development Agreement. Upon submittal of the Master Development Agreement at least one public engagement event will occur prior to Council action. It is assumed a Public Hearing will be held before the City Council. Pursuant to the Development Agreement, the City Council shall approve, approve with conditions, or deny approval within thirty days from the submission of the Master Development Agreement. LIHI is seeking to increase its comfort with the acceptability of the development proposed.

The current tentative development cost is projected at \$47,256,000. LIHI would like to have entitlements in hand prior to the Fall of 2026 to make application for public funding. LIHI can provide more information with regard to issues of timing.

LIHI has returned to address the issue of step-back and will present several options dealing with step-back. It is noted the City of Bainbridge Island has not adopted an objective standard to define or establish parameters for step-backs. LIHI will address the number of units and the composition of the units to accommodate the step-back proposed. LIHI will also provide additional information related to parking. It is noted the Council generally considered parking previously and asked the Planning Commission to draft an ordinance for consideration.

It has been suggested that clarifying language be proposed to ensure the project is not transitional housing for the homeless population or an emergency housing shelter. The current agreement sets a ceiling on average income limits. It is proposed a floor be set on average income limits.

ATTACHMENTS:

[625 WINSLOW WAY - Massing stepback & parking studies 2025.08.15.pdf](#)

[LIHI Affordability Language 4900-7018-9407.1.pdf](#)

AFFORDABLE HOUSING DEVELOPMENT

CITY COUNCIL WORKING SESSION
AUGUST 19, 2025

	CURRENT ZONING (Central Core Overlay)	CURRENT ZONING (Ferry Terminal Overlay)	PROPOSED ORDINANCE No. 2025-21 (Ferry and Central Core Overlay)	WINSLOW SUBAREA PLAN UPDATES (Ferry Terminal Overlay)	625 WINSLOW WAY PROJECT
18.12.020-3 FLOOR AREA RATIO	1.5	1.4	3.0	3.0 (Work in progress)	~2.15
18.12.020-3 STRUCTURE HEIGHT	45'	45'	65'	65' (Work in progress)	~60' to uppermost penthouse
18.15.020-3 LOT COVERAGE	100%	75%	Not provided	(Work in progress)	~90%
18.15.020-2 PARKING	1:1 ratio for Studio &1 Bed 1:1 ratio for 2 & 3 Bed + visitor parking	1:1 ratio for Studio &1 Bed 1:1 ratio for 2 & 3 Bed + visitor parking	0.5 : 1 ratio	(Work in progress)	0.5:1 ratio + 6 visitor stalls +2 car share stalls +7 Commercial stalls

OPTION 1 - MASSING STUDY



- Level 1 extends to the sidewalk, creating an active street presence.
- Increased facade modulation on Winslow way facade to address bulk and scale.
- A "jewel box" element has been carved out of the corner to reduce the building's scale and complement the adjacent Bainbridge Island Museum of Art.

OPTION 1 - SECTION PERSPECTIVE



OPTION 2 - MASSING STUDY



- Level 1-3 extend to the sidewalk, creating a more holistic massing and engaging street presence.
- Upper level is stepped back in addition to the facade modulation on Winslow to address bulk and scale.
- A "jewel box" element has been carved out of the corner to reduce the building's scale and complement the adjacent Bainbridge Island Museum of Art.

OPTION 2 - SECTION PERSPECTIVE

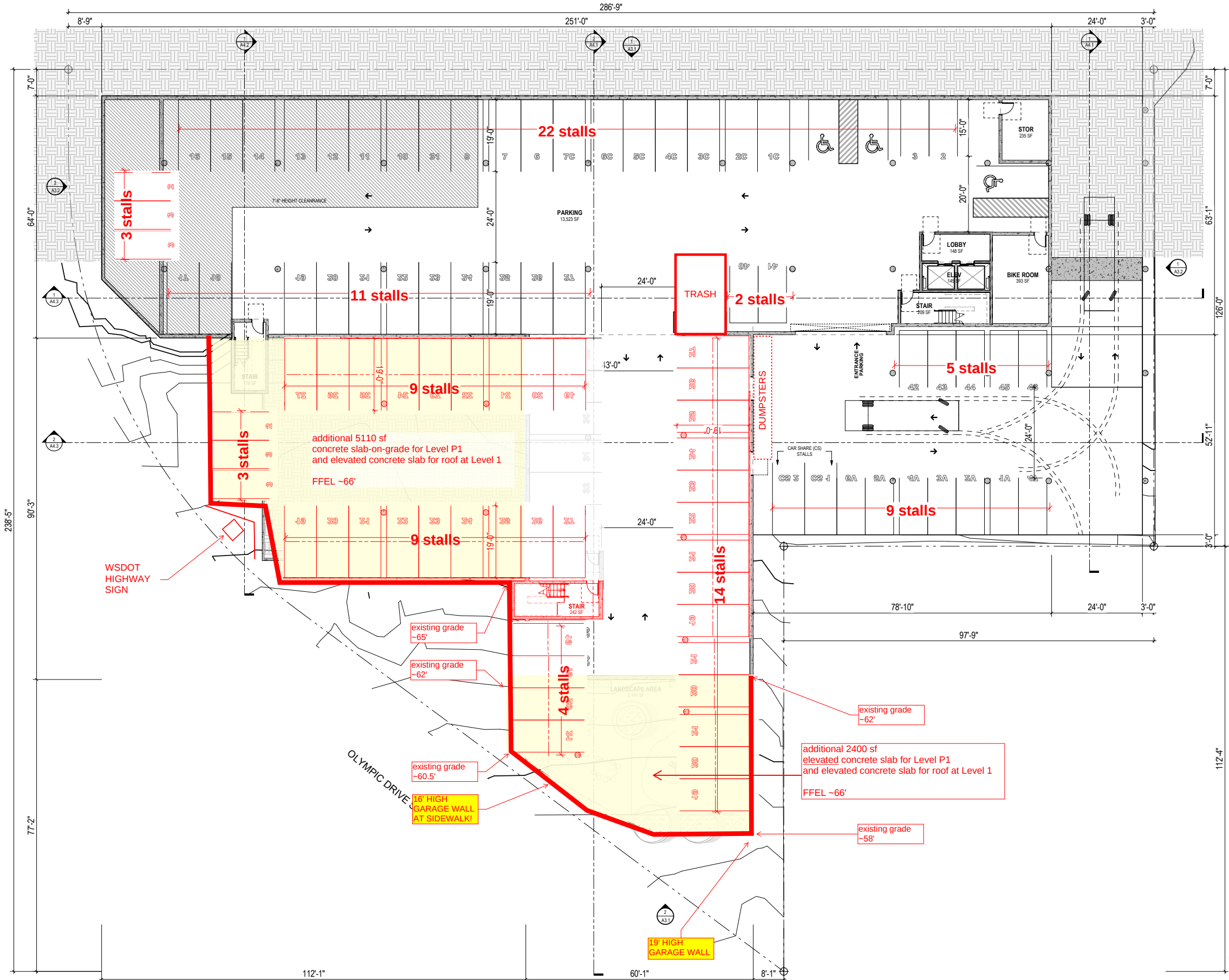


PARKING INCREASE - COST IMPLICATIONS

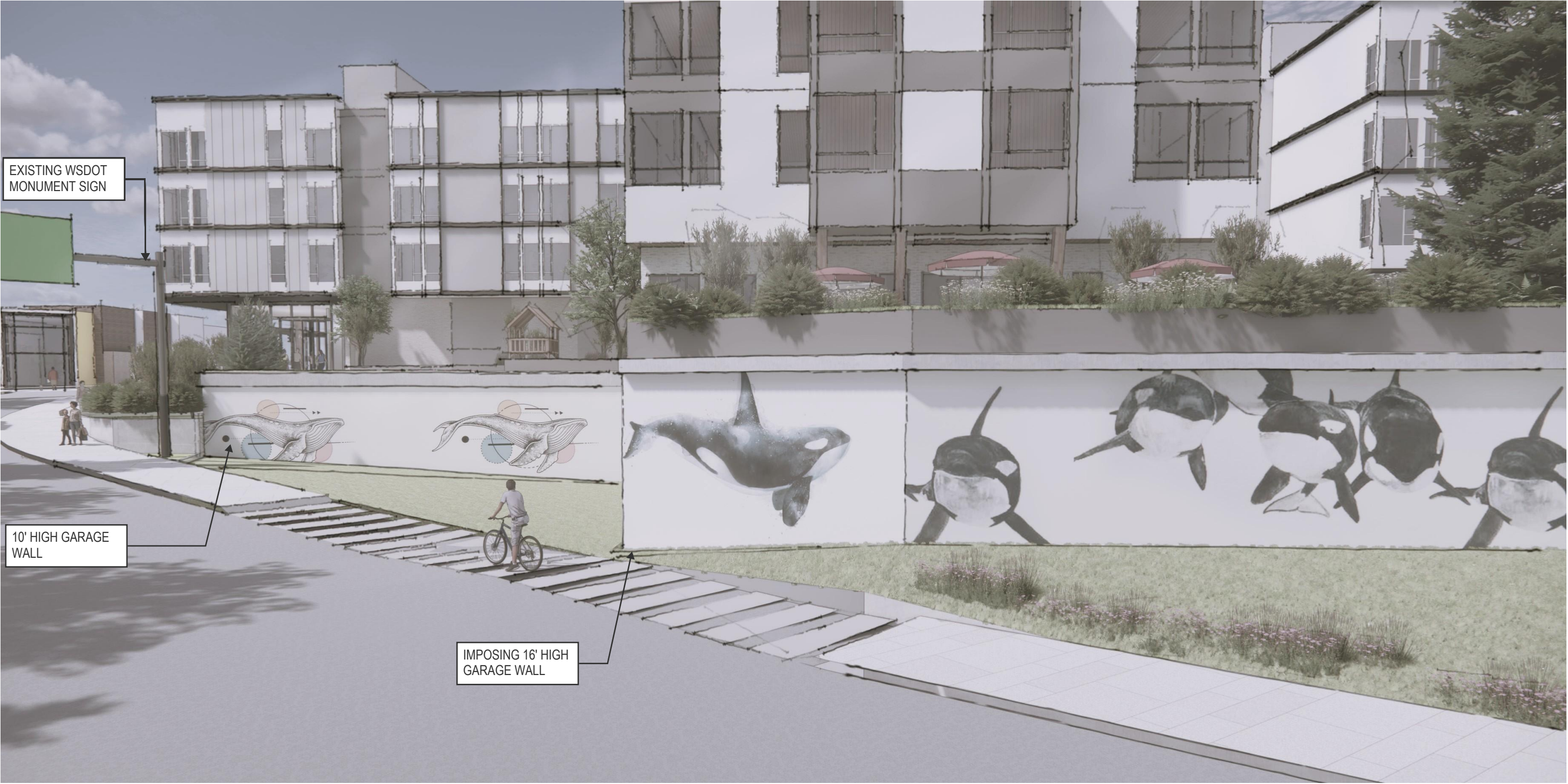
92 parking stalls

- 90 units @ 0.85 ratio = 77 stalls
- 2 car share stalls
- 12 guest or non-res stalls

Additional cost - ~\$2M



PARKING INCREASE - DESIGN IMPACTS



LIHI will include the following language in its formal Master Plan Application and the language will become part of the approved Master Plan and Ground Lease:

Number of Residential Units - Affordability. The Project shall contain approximately 90 multifamily dwelling units serving a mix of housing sizes, ages, and income levels based on need in the community, as demonstrated by the Developer to the satisfaction of the City. All dwelling units will be affordable to households with incomes at or below eighty percent (80%) of the area median income (“AMI”) for Kitsap County, Washington, at the time of qualification to occupy the Project, provided that the Average Set Aside (defined below) will not exceed sixty percent (60%) of Kitsap County AMI and will not be below forty-five percent (45%) of Kitsap County AMI. “Average Set Aside” shall mean the average of the household income level allocated for each unit in the Project (excluding any manager’s unit), without taking into consideration the unit size. The intent of the preceding sentences are: 1) to allow for the inclusion of some units affordable to households with incomes of up to eighty percent (80%) of Kitsap County AMI when offset by units affordable to households at lower income levels, in compliance with income averaging provisions under Low Income Housing Tax Credit Guidelines established by the U.S. Department of Housing and Urban Development (“HUD”), and administered by the Washington State Housing Finance Commission; and 2) to reflect the City’s expectation that the Project be operated predominantly as housing for low income working residents.



City Council Study Session Agenda Bill

MEETING DATE: August 19, 2025

ESTIMATED TIME: 30 Minutes

AGENDA ITEM: (6:40 PM) Discuss Scope of Work with LMN for Contract Relating to Winslow Subarea Plan Update,

SUMMARY:

Since January 2023, LMN Architects has served the City throughout the planning, development, public engagement and production of deliverables for the Winslow Subarea Plan – a critical project to include in the City’s periodic update to its Comprehensive Plan which is now 8 months overdue. Importantly, LMN is scoped to assist with updating code but is not scoped to do so unless the Planning Commission and staff request such action.

On August 12, 2025, the City Council considered a contract renewal with LMN. Council discussed the scope of services in this contract on August 12, 2025, and had some questions about how the tasks were described. The questions were primarily about Task 9.2, the task that outlines how LMN will assist the City with drafting a variety of code changes to implement draft land use planning and policy direction.

There was a concern expressed about whether the consulting team would be directing the code changes. However, all work conducted by LMN including any future code changes will be drafted to respond to Planning Commission policy direction. As noted in the scope of services within the contract, this work is pending completion of this policy direction.

The City Council is requested to authorize the City Manager to amend the Professional Services Agreement (PSA) with LMN Architects to extend the contract term to April 30, 2026 and increase the total contract amount by \$90,000, to complete the update to the Winslow Subarea Plan (WSP). A previous PSA with LMN Architects expired on June 30, 2025.

Additional funds are a reflection of the substantial delays the project has encountered from its original schedule. Previous tasks cost more than what was originally budgeted and also due to delays and modifications of the project schedule.

Originally slated to be completed by the end of 2024, this professional services contract will continue to assist the update to the WSP which is a key component of the city's Comprehensive Plan. This professional services agreement extends work on the project until April 30, 2026. There is existing and additional dollars budgeted for this contract in the biennial budget for Planning and Community Development.

AGENDA CATEGORY: Discussion

PROPOSED BY: Planning &
Community Development

RECOMMENDED MOTION:

I move to forward the Professional Services Agreement with LMN Architects for approval at the August 26, 2025, City Council meeting.

COMMUNITY ENGAGEMENT AND OUTREACH:

Most recently, throughout 2024, public engagement on the issuance of of a Draft Environmental Impact Statement (DEIS); currently the main topic of Planning Commission meetings.

FISCAL IMPACT:

Amount:	\$118,441
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	true

BACKGROUND: The City Council has identified updating the Winslow Subarea Plan ("WSP") as a high priority work plan item. The last update of the WSP was completed in 2006. Updating the WSP is also identified as a priority action in the Land Use Element of the Comprehensive Plan.

The Council unanimously approved the Professional Services Agreement with LMN Architects to update the Winslow Subarea Plan on October 11, 2022. The original contract was amended twice, in 2023 and 2024, to extend the contract and add additional services. The original contract expired on June 30, 2025.

The city has retained the professional services of Joe Tovar, planning consultant, who possesses significant experience in comprehensive planning, facilitation, and served as Acting Planning Director and consultant during the last periodic update to the city's Comprehensive Plan when the revisions and updates to the Winslow Subarea Plan were listed as a high priority. Retaining LMN to assist in the completion of the Winslow Subarea Plan will greatly assist the city and enhance the service delivery for Mr. Tovar. The Comprehensive Plan which the Winslow Subarea Plan is part of is overdue by seven months as of July 31, 2025.

ATTACHMENTS:

[Professional Services Agreement - 2025 LMN re Winslow Subarea Plan update.pdf](#)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is entered into between the City of Bainbridge Island, a Washington State municipal corporation (“City”), and LMN Architects, LLP, a Washington State Limited Liability Partnership (“Consultant”).

WHEREAS, the City needs professional services in connection with updating the Winslow Subarea Plan; 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.

WHEREAS, in November, 2022, the City and the Consultant entered into a Professional Services Agreement to provide a variety of consultant services in connection with updating the Winslow Subarea Plan; and

WHEREAS, work on the Winslow Subarea Plan was originally estimated to be completed and approved by the end of 2024; and

WHEREAS, the previous Agreement with the Consultant expired on June 30, 2025; and

WHEREAS, this current Agreement continues the work on the update to the Winslow Subarea Plan by the Consultant, in recognition of the extended duration of the project, and in consideration of the updated Planning Commission process to review the update to the Winslow Subarea Plan; and

WHEREAS, the previous expired Agreement with the Consultant expired on June 30, 2025 had \$29,272 of unspent monies related to affordable housing research and reimbursable expenses which the City would like to include in this new Agreement; and

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 as necessary to accomplish the scope of services attached hereto as **Attachment B** 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. 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 April 30, 2026, 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 3 for any satisfactory work completed prior to the date of termination.

3. PAYMENT

A. The City shall pay the Consultant hourly, plus actual expenses, in accordance with **Attachment B**, but not more than a total of one-hundred and eighteen thousand and four-hundred and forty-one dollars (\$118,441).

B. The Consultant shall submit, in a format acceptable to the City, monthly invoices for services performed in a previous calendar month. 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. The City shall pay all invoices by mailing a City check within sixty (60) days of receipt of a proper invoice from the Consultant.

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.

4. 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 if 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.

5. 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 the Consultant 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.

6. NONDISCRIMINATION 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, gender identity, 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 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. 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 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 shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the negligent or alleged negligent acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

10. INSURANCE

The Consultant shall maintain the insurance described in **Attachment A**.

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. NONWAIVER

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

16. NOTICES

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

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

To the Consultant: LMN Architects, LLP
 801 2nd Avenue, Suite 501
 Seattle, WA 98104
 Attention: Osama Quotah, AIA, Partner

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

17. SURVIVAL

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

18. GOVERNING LAW

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

19. VENUE

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

20. COUNTERPARTS

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

LMN ARCHITECTS, LLP

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name Osama Quotah, AIA, LEED AP

Blair King, City Manager

Title Partner

Tax I.D. # 91-1081766

City Bus. Lic. # 45692

ATTACHMENT A INSURANCE REQUIREMENTS

A. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 10 and ISO CG 20 37.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate. Limits may be met by a combination of primary and excess policies.

3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit, as applicable.

E. Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-:VII.

G. Verification of Coverage

Before commencing work and services, the Consultant shall provide to the person identified in Section 8 of the Agreement a Certificate of Insurance evidencing the required insurance. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements required herein, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. The City reserves the right to request and receive a certified copy of all required insurance policies.

H. Notice of Cancellation

The Consultant shall provide the City with written notice of any policy cancellation promptly upon their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

ATTACHMENT B SCOPE OF SERVICES

I. PROJECT DESCRIPTION

The work is to update the 2006 Winslow Subarea Plan in order to guide private investment and public action in public facilities and services, housing diversity, reduce sprawl, promote efficient multi-modal transportation, and encourage economic development within the Winslow subarea. This work will be informed by a robust public process and the ongoing planning work including but not limited to the Housing Action Plan, Sustainable Transportation Plan, the Climate Action Plan, and the work of the Race Equity Advisory Committee.

II. SCOPE OF WORK

This scope of services was originally developed in response to the City's Request for Proposals and is based on our team's experience with subarea planning and working with public and private agencies on similar work. All deliverables align with our understanding of the Project Tasks, but the scope of services is flexible to refine tasks and efforts to better align with the City's goals for the project and understanding of internal City processes.

This current extended scope continues the work of the prior contract, extending the project schedule and duration of effort, carrying over and in some areas, updating previous Tasks 1, 6, 7, 8, and 9 and subtasks which are outlined below. The updated scope and schedule reflect the City's extended policy making and review process with Planning Commission, modifying the approach previously scoped in under the prior contract that expired at the end of 2024.

This proposal also reimburses contract overages and replenishes Task 1 and Task 9 fees that have been exhausted to sustain the team's extended Task 1 and Task 6 effort prior to the approval of this new contract. The following items are areas of scope that were not anticipated or included in previous contracts which resulted in overages of our fee:

- *Map with combined alternative for review with planning commission*
- *Model refinements to land capacity analysis to make consistent with comp plan and LCA framework*
- *Additional documentation standards to match comprehensive plan methodology*
- *Test and illustrate site capacity to support planning commission's recommended standards*
- *Interim capacity analysis for High School Road and Ferry Terminal districts*
- *Affordable Housing Overlay Zone (AHOZ) concept – research and meetings, for potential AHOZ zone*
- *Extended time durations, uncertainty over Planning Commission process and delays, schedule revisions, additional coordination with subconsultants, and additional fee and scope proposal*

LMN and the consultant team will perform the following scope including the noted **additional/revised scope from the previous contract**.

TASK 1. PROJECT MANAGEMENT

Task Lead: LMN

Project Management – The previous additional services amendment showed LMN finishing the subarea plan in June of 2025. The subarea plan is now expected to be adopted by Council in February of 2026, allowing this scope to be completed no later than March of 2026. Subtasks include:

- **New Project Scope and Schedule Updates** – This task includes holding a pull planning charrette with City staff, updating the schedule, coordinating with subconsultants, and preparing this scope proposal.
- **Extended Consultant Team Coordination** – Due to the extended duration, and the likely changes coming out of the Planning Commission and City Council recommendations, additional coordination will be necessary with the consultant team.

- **Extended City Coordination Meetings** – These additional biweekly coordination meeting with the City will be used (as needed) to ensure alignment around planning and policy issues, provide mutual updates on process, and confirm upcoming work items.
- **Extended Monthly Invoicing and Reporting** – This task will cover LMN and the team’s ongoing work to submit monthly invoices and progress reports.

TASK 6. ALTERNATIVES DEVELOPMENT

Task Lead: LMN, SE

Alternative Development– Support ongoing development of Winslow Subarea plan through extended plan and contract duration. Includes development of Preferred Alternative Framework Plans (land use, open space), support for the City’s development of a Winslow Policy Framework (initially drafted by LMN), and an updated and packaged Subarea Plan document. Task includes a draft and final submittal of each with a single round of revisions informed by single consolidated set of comments from the City. Additional coordination of Subarea Plan with political, legal, or other planning efforts is to be performed by the City and is outside of the scope of this contract. Subtasks include:

- **6.1 Additional Refinement and Align Development Model with Comprehensive Plan** – Because the Winslow Subarea Plan went before the comprehensive plan, the geo/mathematical model used to calculate density was not in alignment with the Comprehensive Plan updates. Given the Comp Plan is the governing plan, it is necessary to revise the model methodology to be in closer alignment for the comp plan.
- **6.2 Added Scope to Copy Edit and consolidate SA Plan Draft** – The team provided a publication ready draft of the SA plan for publication on the web and use with the Planning Commission ahead of the final draft. This was not part of the original scope.
- **6.3 Revise Policy Table** – Coordination with the City to incorporate City authored revisions on the policy table (initially drafted by LMN) based on Planning Commission and City direction. Final revisions provided by the City will be incorporated by LMN into the plan document.
- **6.4 Planning Commission Support Diagrams** – In support of the Planning Commission’s recommendations on the plan, LMN will provide diagrams and analysis to support effective decision making.
- **6.5 Interim FTD and HSR Cap Study** – LMN will provide a capacity study of projected growth based on the Planning Commissions recommended densities in the Ferry Terminal District and High School Road District. This study will be run only a single time, and only for the listed districts.
- **6.6 Additional Round of Revisions to Preferred Alternative Plan** – Revise alternative zoning and open space plans to reflect the final preferred alternative. Includes a draft and final deliverable with a single round of revisions. Task does not include a preferred mobility plan, outside of what was shown in alternatives analysis.
- **6.7 Final Preparation of the Preferred Alternative Capacity Study** – Once the City has provided Final guidance on direction, LMN will provide a single update to the capacity study model for the Winslow Subarea. This model will be the basis for any affordability and growth projections for the subarea. The additional service is that the current understood direction of the preferred alternative is outside of the previously modeled scenarios studied in the alternatives development phase. Additional capacity projections based on further city feedback are outside of this scope.
- **6.8 Final Document Production** - With the plan frameworks, model, and policy table in place, LMN will finalize the preferred alternative and next steps chapters of the subarea plan. With these updates, the document will be substantially complete pending any major changes from the City Council. This contract includes a draft and final deliverable, with a single round of revisions from the City in-between.
- **6.9 City Review and Comment** – In the durations shown in Attachment B, the City will provide LMN written comments and direction in order for the consultant team to be able to proceed with their work

TASK 7. LIMITED SCOPE EIS

Task Lead: EA Engineering Science and Technology

Limited Scope EIS– This task covers EA’s coordination efforts during the extension of the project timeline and consequently, Final EIS (FEIS) schedule through January 2026. Previously scoped tasks include:

- 7.1 FEIS – EA engineering will prepare the final EIS for the subarea and comp plans, based on the direction from City staff and final recommendations from the Planning Commission.
- 7.2 Develop and Coordinate Collateral for FEIS – LMN and SE will develop necessary content to support EA finalizing the FEIS document.

TASK 8. PLANNING COMMISSION AND COUNCIL COORDINATION

Task Lead: LMN

Planning Commission and Council Coordination – Material support for the Planning Commission’s Public Open House and Public Hearing and City Council Approval meetings. Preparation and formatting of existing content to be included by the City in meeting materials. Assumes 2 additional Planning Commission meetings and 3 City Council meetings. LMN will support the City through this process with up to 2 strategy meetings per month during the Council/Commission process. The City will lead the Council/Commission process, LMN to attend and co-present at 2 meetings total (assume 1 person per meeting). Attachment B shows the assumed timeline for this process. Deviations of more than a month on this schedule are not covered by this amendment.

TASK 9. CODE AND POLICY UPDATES

Task Lead: LMN

Code and Policy Updates – In this task, LMN with Strategic Economics (SE) will provide technical support and detailed recommendations to the City for updated sections of the zoning code relevant to and impacted by the Winslow Subarea Plan update. Legal and political reviews are to be performed by the City and are outside of the scope of this contract. The consultant team will provide recommendation documents, but the City will coordinate final revisions to the code and the process of code adoption. Subtasks include:

- 9.1 Perform existing code assessment and produce framework table for guiding the code update process. This task has been completed
 - 9.1.1 Review landscape standards in 18.15 of BMC code and document conflicts with proposed changes to meet subarea plan. Task does not include updated code language or images for this section. This task has been completed.
 - 9.1.2 Task from previous contract removed.
- 9.2 Recommended updates to zoning district types, boundaries, and requirements within the updated Winslow Subarea Planning boundary, specifically focusing on implementing the land use and community character recommendations within the Winslow Subarea Plan. **This task is partially complete. LMN has provided the draft policy framework and draft code intent and is waiting on feedback and final policy direction from the City. Once the City provides final direction on policy language and comments on code intent, LMN will provide an additional round of code intent recommendations. Further coordination of code intent with the City or Planning Commission is outside of this scope.**
 - 9.2.1 Identify opportunities to include open space types from subarea plan into new development regulations, flag area where large acquisitions may be necessary to implement larger open spaces identified in subarea plan. **This task is partially complete. The open space framework identifies these spaces, but needs clarification from the City on the strategy for realizing them and whether that requires changes to the zoning code.**
 - 9.2.2 Adapt the current incentive-based zoning system to remove incentives to simplify planning review, provide consistency, and standardize outcomes. – **LMN will provide code intent recommendations pending confirmation of policy language.**
 - 9.2.3 Revise and reduce required parking standards in walkable core and transition zones, and in areas accessible to high-capacity transit. Provide documentation and narrative justifying the proposed changes, such as relationship to climate goals. This task is partially complete.
 - 9.2.4 Refine and develop recommended language, use, and dimensional standards for active ground floor overlay zones. – **Initial code intent language suggested in latest policy document but requires further direction from the City.**
 - 9.2.5 Task from previous contract removed
- 9.3 Task Removed, Included in Task 1.
- 9.4 Update Existing Illustrative Massing Diagrams. Through the draft alternatives process, and the support for the Planning Commission a series of massing and illustrative diagrams were produced. **If required and**

as directed by the City, LMN will update these existing diagrams to reflect the preferred alternative in order to illustrate specific code recommendations that are otherwise not clearly understandable. This task is partially complete.

- 9.5 Support for inclusionary zoning for preferred alternative (Strategic Economics)
 - 9.5.1 Review the inclusionary pro forma analyses to advise Council and staff on recommended heights and bulk standards. Task includes possible outreach to developers/contractors and market research to set standards. In progress, it requires final confirmation from the City on completion.
 - 9.5.2 Advise on pros and cons of incentive vs. by-right zoning as a way to provide affordable housing in Winslow. This task has been completed.
 - 9.5.3 Prepare, up to three “explainer” documents that are a cross between a power point and a short white paper explaining the various factors to inform the Council about the policies they could chose to adopt regarding the role that new market rate development should play in providing more affordable housing in Winslow. In progress, it requires final confirmation from the City on completion.
 - 9.5.4 Coordinate with urban design team to balance total development capacity with the greatest opportunity for market-based affordable housing unit production. In progress, affordability model to be coordinated with final density projections.

III. TERMS

BUSINESS TERMS

The fee proposal has been developed after careful consideration of the project needs with the City of Bainbridge Island’s specific requirements. LMN will be the prime consultant.

Fees will be billed on a time and material basis at standard firm rates, not to exceed the amounts shown on Exhibit B. Rates will be adjusted annually in accordance with each firms standard review practices.

Compensation for LMN’s consultants, shall be time and materials at the amount invoiced to LMN plus ten percent (10 %). The consultant mark-up covers Business and Occupation (B+O) pass through tax and associated administrative record-keeping and processing.

FEE

The table below shows a detailed breakdown of fees by task. Reimbursable expenses will be billed in addition to fees for professional services only as incurred, at cost plus 10%. Reimbursable expenses include travel, deliveries, large and small format reprographics, or color copies.

SCHEDULE

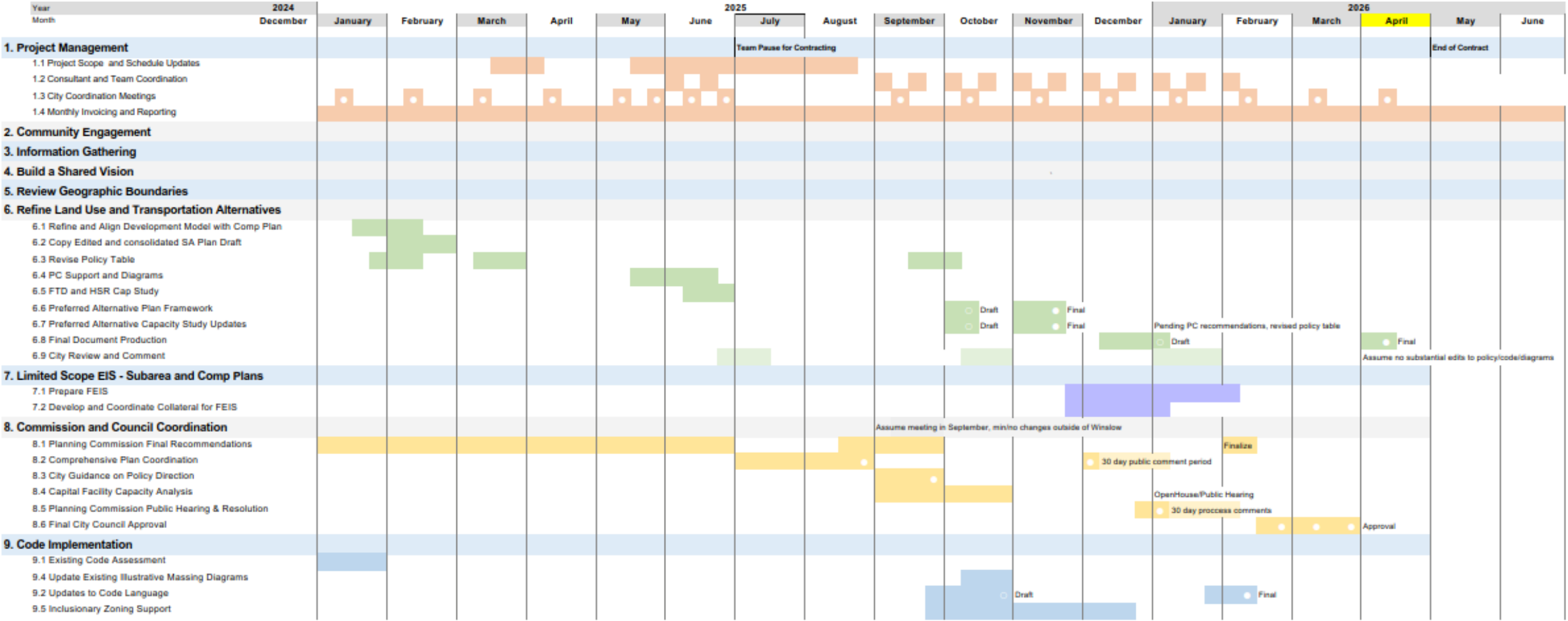
The updated project schedule is shown with critical path items and deliverables for the extended project scope.

EXCLUSIONS AND ASSUMPTIONS

- Assumes no significant changes to code or policy at City Council after Planning Commission review.
- Code updates are not a form-based code. Supporting graphics (task 9.4) will be limited, and will not address every part of the modified code.
- Assumes single consolidated review cycle for Subarea Plan Preferred Alternative framework plans and policy framework.
- City will manage and present to boards and commissions, contract does not include time to prepare for or present to Planning Commission, City Council, or other review bodies.
- Additional coordination with the City Attorney’s Office, Planning Department, and political bodies to be performed by the City and are outside of the scope of this contract.
- This contract amendment does not include any additional public outreach outside of what is specifically included above.
- Subarea Plan, policy framework, and appendices will be delivered in a PDF format.
- The final deliverable for Task 9: Code Implementation will be delivered in an editable MS Office document. Comprehensive technical coordination, editing of the City of Bainbridge Municipal Code, or revisions based on City Council approvals are not included in this scope.

Fee by Task Budget
July 31, 2025

	prime	sub 1	sub 2	sub 4	sub 5							
	LMN	Strategic Economics	Toole	The Vida Agency	EA	Consultant Markup	Phase Subtotal	Reimbursable Expenses	Phase Total		Notes	
I. Base Contract	\$ 135,000	\$ 50,000	\$ 32,000	\$ 52,000	\$ 66,000	\$ 16,400	\$ 351,400	\$ 8,000	\$ 359,400			
Ila. Amount Authorized by Prior Additional Service #1	\$ 80,250	\$ 4,820	\$ 5,820	\$ -	\$ 83,965	\$ 9,461	\$ 184,316	\$ 4,000	\$ 188,316			
IIb. Amount Authorized by Prior Additional Services #2	\$ 101,790	\$ 17,350	\$ -	\$ -	\$ 35,000	\$ 5,235	\$ 159,375	\$ -	\$ 159,375			
III. New Extended Scope Contract												
1 Project Management	\$ 21,875						\$ 21,875	\$ -	\$ 21,875		To cover additional management time through March 2026.	
6 Alts. Additional Services	\$ 36,400						\$ 36,400	\$ -	\$ 36,400		To cover additional time and revisions on alternatives and preferred alternative.	
7 Limited Scope EIS	\$ -				\$ -		\$ -	\$ -	\$ -		Not included	
8 Council Coordination	\$ 14,640						\$ 14,640	\$ -	\$ 14,640		Support for Planning Commission and City Council Approval through March 2026	
9 Code Implementation	\$ 14,160						\$ 14,160	\$ -	\$ 14,160		Remaining scope (less fee transfer V.b)	
Contract Overage Reimbursement	\$ 20,883						\$ 20,883	\$ -	\$ 20,883		LMN: Effort beyond Task 1 and 6 fee, billed to Task 9 in full, with remaining held as of June 2025 Invoice. EA: Effort beyond Task 7 through end of 2024.	
Sub Total	\$ 107,958	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 107,958	\$ -	\$ 107,958			
IV. Prior Contract Amount	\$ 317,040	\$ 72,170	\$ 37,820	\$ 52,000	\$ 184,965	\$ 31,096	\$ 695,091	\$ 12,000	\$ 707,091			
V.a Scope modification			(7,773)								City revised scope, remaining effort is not required	
V.b Fee transfer	\$ 7,773										Fee transferred to Contract Overage	
V.c Unspend Fees from Prior Contract to carry over		\$ 16,008								\$ 2,248	Unspend Fees from Prior Contract to carry over	
V. New Contract Fee Requested	\$ 100,186	\$ 16,008	\$ -	\$ -	\$ -	\$ -	\$ 116,193	\$ 2,248	\$ 118,441		New Extended Scope Fee less Fee transfer	



Notes and Risks:

- Supplemental FEIS if edits exceed boundaries
- GMA public hearing and 30 day comment period
- Notice to Commerce 60 days before adoption