



**REGULAR STUDY SESSION
TUESDAY, JULY 7, 2015
LOCATION: BAINBRIDGE ISLAND CITY HALL
280 MADISON AVENUE N., BAINBRIDGE ISLAND, WASHINGTON**

AGENDA

1. EXECUTIVE SESSION

6:00 PM Property Acquisition RCW 42.30.110(1)(b); Pending Litigation (RCW 42.30110(1)(i))

2. CALL TO ORDER / ROLL CALL

7:00 PM

Mayor: Anne Blair

Deputy Mayor: Michael Scott

Councilmembers: Sarah Blossom
Steven Bonkowski

Wayne Roth

Val Tollefson

Roger Townsend

3. ACCEPTANCE OR MODIFICATION OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

7:05 PM

4. CITY MANAGER'S REPORT

7:10 PM

5. STAFF INTENSIVE

7:15 PM

A. Subject: Ordinance No. 2015-18, Public Safety Facility Ballot Proposition, AB 14-008 – 30 min. **(Pg. 3)**

Discussion Leader: Executive

Discussion Goal: First reading. Consider scheduling second reading and approval on July 21, 2015.

B. Subject: Waypoint Public Art Project Update, AB 15-022 – 10 min. **(Pg. 11)**

Discussion Leader: Barbara Sacerdote, Arts & Humanities Bainbridge

Discussion Goal: Presentation. Next steps.

C. Subject: Comprehensive Plan Update Status Report, AB 15-018 – 10 min. **(Pg. 17)**

Discussion Leader: Planning

Discussion Goal: Information.

D. Subject: 2015-2018 WestNET Drug Task Force Interlocal Agreement, AB 15-114 – 10 min **(Pg. 71)**

Discussion Leader: Police

Discussion Goal: Consider action.

E. Subject: Ordinance No. 2015-07, Adopting a New BIMC Chapter 15.30, Transportation Impact Fees, AB 15-048 – 10 min. **(Pg. 93)**

Discussion Leader: Public Works

Discussion Goal: First reading. Consider scheduling second reading and approval on July 21, 2015.

F. Subject: Resolution No. 2015-12, Right-of-Way Vacation for a Portion of Point Monroe Drive, AB 15-127 – 10 min. **(Pg. 111)**

Discussion Leader: Public Works

Discussion Goal: Consider scheduling a Public Hearing on August 11, 2015.



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

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

- G. **Subject:** Public Works Contracts, AB 15-122 – 10 min. **(Pg. 125)**
 - 1. Construction Administrative Services Professional Services Agreement, AB 15-123 **(Pg. 127)**
 - 2. 2015 Chip Seal Project Contract Award, AB 15-124 **(Pg. 129)**
 - 3. 2015 Road Striping Project Award, AB 15-125 **(Pg. 131)**
 - 4. Bio-solids Disposal Agreement, AB 15-126 **(Pg. 139)****Discussion Leader:** Public Works
Discussion Goal: Consider forwarding to the July 21, 2015 meeting.
- H. **Subject:** Ordinance No. 2015-19, Adopting a Six-Month Moratorium on New Commercial Aquaculture Activities, AB 15-015 – 10 min. **(Pg. 145)**
Discussion Leader: Executive
Discussion Goal: Consider approving ordinance and scheduling a Public Hearing on August 11, 2015.
- I. **Subject:** Contract Extension for Public Defender, AB 15-129 – 10 min. **(Pg. 149)**
Discussion Leader: Executive
Discussion Goal: Consider approval.
- J. **Subject:** Special Event Permit Costs for July 4th Events, AB 15-121 – 5 min. **(Pg. 159)**
Discussion Leader: Executive
Discussion Goal: Consider approval.

6. **COUNCIL DISCUSSION**
9:10 PM

7. **COMMITTEE REPORTS**
9:15 PM

- A. **Subject:** Utility Advisory Committee Notes, June 22, 2015 **(Pg. 161)**
Discussion Leader: Council Liaison Tollefson
Discussion Goal: Information.
- B. **Subject:** Non-Motorized Transportation Advisory Committee Notes, July 1, 2015 **(Pg. 163)**
Discussion Leader: Council Liaison Roth
Discussion Goal: Information.

8. **REVIEW UPCOMING COUNCIL MEETING AGENDAS (Pg. 165)**
9:20 PM

9. **FOR THE GOOD OF THE ORDER**
9:25 PM

10. **ADJOURNMENT**
9:30 PM



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CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Ordinance No. 2015-18, Public Safety Facility
Ballot Proposition

Date: July 7, 2015

Agenda Item: Staff Intensive

Bill No.: AB 14-008

Proposed By: Doug Schulze, City Manager

Referral(s):

BUDGET INFORMATION

Department/Fund: Executive

Munis Contract #

Expenditure Req: N/A

Budgeted? ☐ Yes ☒ No

Budget Amend. Req? ☐ Yes ☒ No

REFERRALS/REVIEW

Study Session

Recommendation:

City Manager ☒ Yes ☐ No ☐ N/A

Legal ☐ Yes ☐ No ☒ N/A

Finance ☒ Yes ☐ No ☐ N/A

DESCRIPTION/SUMMARY

Action Item:

To consider approval of a ballot proposition ordinance. This ordinance would authorize the City to request voter approval to issue general obligation bonds for a public safety facility on the November 3, 2015 ballot. The ordinance specifies a purpose and a maximum amount for a bond issue.

The City's financial advisor, Dave Trageser of D.A. Davidson, and bond counsel, Alice Ostdiek of Foster Pepper, are present to respond to questions.

Background:

At the June 9, 2015 Study Session, the City Council identified the location immediately north of City Hall as the preferred site for the facility, confirmed the intent to include both a Police Station and Municipal Court in the project, and reviewed preliminary estimates for total project costs. The Council was also provided with information on the City's current debt service schedule and estimates for debt service for hypothetical levels of bond issuance.

At the June 16, 2015 Council meeting, the City Council confirmed their intent to consider sizing a bond issue for the full amount of the estimated project cost, while recognizing that potential future surplus property sales may generate funds for project at some point, for which the timing is uncertain. The Council received a briefing on near-term forecasts of the City's fiscal capacity, with detail on expenditures, revenues, debt service and fund balance. The Council also received updated estimates for the annual debt service and taxpayer impact from selected sample levels of bond issuance.

Continued on Page 2

RECOMMENDED ACTION

I move the City Council forward Ordinance 2015-18 to the July 21 City Council meeting for second reading and consideration of approval.

DESCRIPTION/SUMMARY (continued)

At the June 23, 2015 Council meeting, the City Council directed the City Manager to prepare a ballot proposition ordinance for consideration. To participate in the November ballot, the City is required to consider and approve a ballot ordinance, and then provide notification to Kitsap County in early August. This timing requires Council consideration of a ballot ordinance during the two City Council meetings scheduled in July, 2015.

Next Steps:

The City Council is anticipated to continue discussion of this project in July, and meeting time is reserved for this topic at upcoming Council meetings on July 7 and July 21. A general outline of topics to be covered is below.

July 21:

- 2nd reading of ordinance for November ballot
- Consider approval of ordinance

CITY OF BAINBRIDGE ISLAND, WASHINGTON

ORDINANCE NO. 2015-18

AN ORDINANCE of the City of Bainbridge Island, Washington, providing for the submission to the voters of the City, at the election to be held on November 3, 2015, of a proposition authorizing the City to issue its general obligation bonds for the purpose of financing the design, construction, land acquisition and related costs of developing and equipping a new public safety facility, including police, municipal court and related functions, in the principal amount of not more than \$15,000,000, payable by annual property tax levies to be made in excess of regular property tax levies, and to levy those excess property taxes.

THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND, WASHINGTON, DO ORDAIN, as follows:

Section 1. Findings and Determinations. The City is in need of funds to finance the design, construction, land acquisition and related costs of developing and equipping a new public safety facility, including police, municipal court and related functions (the “Project,” as further defined below), and to pay incidental costs incurred in connection with carrying out such Project, the estimated cost of which is expected to be more than \$15 million. The City Council therefore finds and determines that it is in the best interests of the City to submit to the voters this ballot proposition approving the issuance of bonds or other evidences of indebtedness issued or entered into to finance all or a portion of the Project (the “Bonds”) to be repaid by a special excess levy for this purpose.

Section 2. Description of Project. The Project consists of the design, construction, land acquisition and related costs of developing and equipping a new public safety facility, including police, municipal court and related functions. The cost of all necessary architectural, engineering, environmental, legal and other consulting services, inspection and testing, administrative expenses, site acquisition or improvement, demolition, on and off-site utilities, related improvements, payments for fiscal and legal expenses; the acquisition, construction and installation of all necessary furniture, equipment, apparatus, accessories, fixtures and appurtenances in the foregoing; printing, advertising, establishing and funding accounts; necessary and related planning, consulting, inspection and testing costs; administrative expenses; and other similar activities or purposes incurred in connection with the Project shall be deemed a part of the costs of such capital improvements. The City may modify details of the Project as it may find necessary or advisable. The Project, or any portion or portions thereof, shall be undertaken, insofar as is practicable, with available money and in such order of time as shall be deemed necessary or advisable by the City. The economic life of the Project is expected to exceed the life of the Bonds.

Section 3. Description of Proposed Bonds. The Bonds may be issued as a single bond, in a single series or multiple series, and as a single issue or as part of a combined issue with other authorized bonds, all as deemed advisable by the City and as permitted by law. The Bonds

shall be fully registered bonds, bearing interest payable as permitted by law, and maturing within 20 years from the date of issue, or within any shorter period fixed by the City. The Bonds shall be paid by annual property tax levies sufficient in amount to pay both principal and interest when due. Such annual property tax levies shall be made in excess of regular property tax levies without limitation as to rate or amount but only in amounts sufficient to meet such payments of principal and interest as they come due (including meeting mandatory redemption requirements). The Bonds shall be issued and sold in such manner, at such times and in such amounts as shall be required for the purpose for which such bonds are to be issued. The specific date, form, terms, options of redemption prior to maturity, price, interest rate or rates and maturities of the Bonds (or parameters with respect to the same) shall be fixed by ordinance of the City. Pending the issuance of the Bonds, the City may issue short-term obligations pursuant to chapter 39.50 RCW or such other obligations as are permitted by law to pay for the costs of the Project. Such obligations and their costs may be paid or refunded with proceeds of the Bonds when issued.

Section 4. Proceeds of the Bonds. The proceeds of the Bonds shall be used for capital purposes only (which shall not include the replacement of equipment) to pay the costs of the Project and to pay costs related to the sale, issuance and delivery of the Bonds. The City shall determine the application of available money among the various parts of the Project so as to accomplish, as near as may be, all of the Project. If available money from the proceeds of the Bonds is more than sufficient to pay the costs of the Project, or if state or local circumstances require any alteration in the Project, the City may acquire, construct, equip and make other capital improvements to the City's facilities, or retire and/or defease a portion of the Bonds, all as the City may determine and as permitted by law. If the proceeds of the sale of the Bonds and other available money are insufficient to make all of the capital improvements herein provided for, or if it has become impractical to accomplish the Project or portions of the Project, the City may use the proceeds of the Bonds and other available money for paying the costs of those portions of the Project deemed by the City to be most necessary and in the best interest of the City.

Section 5. Calling of Election. The City requests that the Kitsap County Auditor (the "Auditor") call and conduct a special election in the City to be held on November 3, 2015 in conjunction with the State general election, for the purpose of submitting to the voters of the City, for their approval or rejection, the question of whether or not general obligation bonds of the City shall be issued in the principal amount of not more than \$15,000,000 (or such lesser maximum amount as may be legally issued under the laws governing the limitation of indebtedness), the proceeds of which shall be expended to pay the costs of the Project, and annual excess property taxes shall be levied to pay and retire the Bonds.

If such proposition is approved by the requisite number of voters, the City shall be authorized to issue the Bonds in the manner described in this ordinance, to spend the proceeds thereof to pay the costs of the Project and the costs of issuance of such Bonds, and to levy excess property taxes to pay and retire such Bonds.

Section 6. Ballot Proposition. The City Clerk of the City is authorized and directed to certify, no later than August 4, 2015, to the Auditor, as *ex officio* supervisor of elections in the City, a copy of this ordinance and the proposition to be submitted at that election in the form of ballot title prepared pursuant to RCW 29A.36.071, as follows:

PROPOSITION 1

CITY OF BAINBRIDGE ISLAND
PUBLIC SAFETY FACILITY BONDS

The City Council of the City of Bainbridge Island, Washington, adopted Ordinance No. 2015-18 concerning financing for a public safety facility. If approved, this proposition would authorize the City to finance the design, construction, land acquisition and related costs of developing and equipping a new public safety facility, including police, municipal court and related functions. It would authorize issuance of no more than \$15,000,000 of general obligation bonds maturing within 20 years to be repaid by the annual levy of excess property taxes, all as provided in Ordinance No. _____. Should this proposition be approved?

YES ☐
NO ☐

For purposes of receiving notice of any matters related to the ballot title, as provided in RCW 29A.36.080, the City hereby designates its City Attorney, Lisa Marshall (206-842-2545, lmarshall@bainbridgewa.gov) and its bond counsel, Alice Ostdiek, Foster Pepper PLLC (206-447-4663, ostda@foster.com), as the persons to whom such notice shall be provided.

Section 7. Authorization of Local Voters' Pamphlet. The City authorizes preparation and distribution of a local voters' pamphlet, including an explanatory statement and statements in favor of and in opposition to the ballot measure, if any. The preparation of explanatory statement, the appointment of pro/con committees and the preparation of statements in favor or and in opposition to the ballot title shall be in accordance with chapter 29A.32 RCW and the rules and guidelines of the Auditor.

Section 8. General Authorization. The proper City officials are authorized to perform such duties as are necessary or required by law to the end that the question of whether or not the Bonds shall be issued and excess taxes necessary to pay and retire the Bonds be levied, all as provided in this ordinance, shall be submitted to the voters of the City at the November 3, 2015 election.

Section 9. Intent to Reimburse. The City Council declares that to the extent that, prior to the date the Bonds or other short-term obligations are issued to finance the Project, the City makes capital expenditures for the Project from funds that are not (and are not reasonably expected to be) reserved, allocated on a long-term basis or otherwise set aside by the City under its existing and reasonably foreseeable budgetary and financial circumstances to finance the Project, those capital expenditures are intended to be reimbursed out of proceeds of the Bonds or other short-term obligations issued in an amount not to exceed the principal amount of the Bonds provided by this ordinance.

Section 10. Severability. If any provision of this ordinance is declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be severable from the remaining provisions of this ordinance, and shall in no way affect the validity of the other provisions of this ordinance or of any other ordinance or resolution or of the Bonds.

Section 11. Effective Date. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

Section 12. Ratification of Prior Acts. Any action taken consistent with the authority and prior to the effective date of this ordinance is hereby ratified, approved and confirmed.

PASSED by the City Council and APPROVED by the Mayor of the City of Bainbridge Island, Washington, at a regular open public meeting thereof, this ____ day of _____, 2015.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Foster Pepper PLLC, Bond Counsel

CERTIFICATION

I, the undersigned, City Clerk of the City of Bainbridge Island, Washington (the "City"), hereby certify as follows:

1. The attached copy of Ordinance No. _____ (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on _____, 2015, as that ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication in the City's official newspaper, which publication date is _____, 2015.

3. A quorum of the members of the City Council was present throughout the meeting and a majority of its members voted in the proper manner for the passage of the Ordinance.

Dated: _____, 2015.

CITY OF BAINBRIDGE ISLAND,
WASHINGTON

Rosalind D. Lassoff, City Clerk

CITY OF BAINBRIDGE ISLAND CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Waypoint Public Art Project Update	Date: July 7, 2015
Agenda Item: Presentation	Bill No.: 15-022
Proposed By: Arts and Humanities Bainbridge	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

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

DESCRIPTION/SUMMARY

Action Item:

To receive a briefing from the Arts and Humanities Bainbridge (AHB) on the public art project at the Waypoint site.

History:

The City's Municipal Code establishes a Public Art Program and designates AHB (formerly BIAHC) as the designated agency to oversee this program. The City Council previously approved the request from AHB and the Public Art Committee (PAC) to develop a public art project for the Waypoint site, and approved City funding for the project budget of \$45,000, to be supported from the City's Public Art Account.

AHB has provided the following draft of the Request for Proposals they intend to distribute for the Waypoint project. This Request includes a sample budget for the project, for illustration.

RECOMMENDED ACTION:

Information only.

Following discussion with the City Council, AHB's next steps will be to issue an RFP for the project, receive and consider proposals, and select an artist.



THE WAYPOINT

Request for Proposals – Draft v.6

As approved by Public Art Committee and Arts & Humanities Bainbridge Board of Directors

INTRODUCTION

Arts & Humanities Bainbridge, in partnership with the City of Bainbridge Island, is requesting proposals from Pacific Northwest artists for a two- or three-dimensional artwork to be commissioned for The Waypoint park on Bainbridge Island, Wash. Applications will be accepted online only through CaFÉ at www.callforentry.org. Deadline for entries is August 21, 2015.

TOTAL ART BUDGET: \$42,000

The budget is for an exterior artwork to be placed in the Waypoint path and/or in the planting berms. The selected artist's \$42,000 budget includes all costs of design, engineering, fabrication, installation, artwork transportation, special handling fees, travel, and an identifying plaque made to Bainbridge Public Art Program standards.

EXPECTED INSTALLATION DATE

Artwork is anticipated to be installed and commissioned between February through June 2016.

THEMES FOR THE ARTWORK

It took two years of effort on the part of over 50 volunteers to create The Waypoint park in the summer of 2013. Through this citizen initiative, a fenced off corner on the former site of a gas station was transformed into a welcoming green space with historical markers, memorial benches, stone walls, boulders, and wayfaring signs.

Located at the corner of Winslow Way and Highway 305, on property co-owned by the City of Bainbridge Island and Kitsap Transit, The Waypoint is the first impression for Island visitors and a welcome home to returning residents. This park reflects the elemental character, history and sense of place that is Bainbridge Island.

There is more to The Waypoint. During a recent Public Art workshop, the community came together to discuss a vision for art The Waypoint. Here is a synopsis of their feedback, which can be used as a source of inspiration.

The art can be more than a reflection of Bainbridge Island identity. It can reflect Bainbridge Island as a gateway to the West Sound regions of the Kitsap and Olympic Peninsulas.

It should be both a critical success and be beloved by the Bainbridge community. There was a wish that artists would think big and make the artwork easily visible, lit to be appreciated day or night.

Islanders are very proud of Bainbridge's history. This includes its original people, the Suquamish, an important logging and maritime heritage, and the WWII internment of its Japanese-American community that inspired *Snow Falling on Cedars*.

Today, Bainbridge Island is just a 35-minute ferry ride from Seattle, but is a completely different world, rural rather than urban. It is a great place to bike, hike and walk. It is known for its strong visual and performing arts culture, as well as local agriculture, wineries and distilleries.

We hope to see a work of art that can reflect the Bainbridge Island identity, as well as its nature as the welcoming gateway to points west.

LOCATION

The Waypoint is located next to the Bainbridge Island Ferry terminal and offers the first impression for Bainbridge Island visitors and a welcome-home to west Puget Sound residents. Approximately 75,000 people annually stroll through this gateway to the Kitsap and Olympic Peninsulas. Although the exact location within The Waypoint has not been predetermined, artwork can be placed within one area of the meandering pathway and/or the planting berms.

- The location is highly visible, even from a distance, so a three-dimensional piece could be prominent and proportionate to its surroundings.
- During the park's construction, a circular area (10-foot diameter) was prepared for easy installation of a two- or three-dimensional work within the pathway. This area of the pathway is encircled with fused glass mosaics.
- See photos by David Cohen, taken at the 2013 park dedication at <http://theislandgateway.blogspot.com/2013/08/the-waypoint-park-in-pictures.html>.

DESIGN CONSIDERATIONS

- Marine environment - design for salt air and occasional high winds.
- Heavy car emissions.
- High level of foot traffic.
- Limitations apply relating to depth for artwork. Finalists will be apprised of specifics.

MAINTENANCE AND SPECIAL CONSIDERATION

- Artwork must be designed so that maintenance does not require special equipment or extra duties performed by staff. Therefore, routine maintenance and display considerations must be minimal.
- The installed artwork must be permanent.
- Artwork of all media will be considered.
- Viewers may touch the artwork if it is installed in an accessible location, therefore artwork within reach must also endure substantial public use.
- Public safety is of great importance.
- Replacement features if required, must be commercially available.
- There is limited electrical access.
- Mechanical water features will not be considered.

CRITERIA FOR ARTIST SELECTION

- Quality, appropriateness, and originality of both the artist's past work and initial concepts for the space, as evidenced by the digital images, the letter of interest and resume.
- Durability, maintenance requirements, and safety considerations.
- Past projects and references that attest to qualifications, past performance and ability to complete the work on time and in coordination with a project manager.

APPLICATION REQUIREMENTS

1. A short letter of interest no more than two pages in length. The letter should describe:
 - The general nature of your approach to making art for the public realm
 - How your work is or could be connected to the themes of this project
 - Why your medium or media would work well at The Waypoint.
2. Six to ten digital images of past work. Limit images to artwork created in the past 10-15 years.
3. Two or three preliminary sketches for The Waypoint project.
4. A current resume.
5. Names, titles and phone numbers for three professional references who can attest to success of past projects, qualifications and ability to complete work on time, on budget and in coordination with the project manager.

REQUESTS FOR FURTHER INFORMATION

Eliza Lane
Program Assistant
Arts & Humanities Bainbridge
ElizaL@ahbainbridge.org
206.842.7901

Waypoint Public Art Project

BUDGET

Artist Fees	\$ 44,250
Jury expenses	\$ 500
Community engagement event	<u>\$ 250</u>
Total	\$ 45,000

DETAIL: Artist Fees

1) Concept development with two - three finalists	\$ 2,250	\$ 2,250
2) Sample artist's project budget		
Design fee	\$ 4,500	
Engineering	\$ 3,600	
Fabrication and installation	\$ 11,000	
Materials	\$ 20,000	
Materials sales tax	\$ 1,800	
Travel	<u>\$ 1,100</u>	
Total Finalist's Fees and materials		<u>\$ 42,000</u>
Total Artist Fees		<u><u>\$ 44,250</u></u>

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Comprehensive Plan Update Status Report	Date: July 7, 2015
Agenda Item: Staff Intensive	Bill No.: 15-018
Proposed By: Planning Director Kathy Cook	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

Study Session	Recommendation:
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☐ Yes ☐ No ☒ N/A Finance ☐ Yes ☐ No ☒ N/A

DESCRIPTION/SUMMARY

Background:

The Public Participation Program for the 2016 Comprehensive Plan Update (Resolution 2014-23, October 28, 2014) calls for periodic status reports to the Council and community regarding the Update process. The first status report is scheduled for July 7, and will focus on the Planning Commission's work on the Introduction and Land Use Element of the Comprehensive Plan.

Please refer to the attached staff memo for additional information.

RECOMMENDED ACTION

Motion: Information.

City of Bainbridge Island
PLANNING & COMMUNITY DEVELOPMENT



MEMORANDUM

TO: City Council
City Manager Doug Schulze

FROM: Kathy Cook
Planning Director

DATE: July 7, 2015

RE: Status Report on Comprehensive Plan Update Navigate Bainbridge Process

The Public Participation Program for the 2016 Comprehensive Plan Update (Resolution 2014-23, October 28, 2014) includes periodic status reports to the Council and community regarding the Update process. The first status report is scheduled for July 7, and will focus on the Planning Commission's revisions to the Introduction and Land Use Element of the Comprehensive Plan, both of which are attached.

Public Process to Date

The City has held 24 public meetings since the Update process kicked off in late 2014. The meetings are summarized below:

- Two "visioning" sessions focused on the Vision Statement and Five Overriding Principles (Nov. 12 & Nov. 17, 2014).
- Six "listening" sessions (Feb. 9, 11, 23, 25 and Mar. 2 & 4, 2015).
- A community workshop on the Land Use Element (May 7, 2015).
- Fourteen Planning Commission meetings, focused on the Public Participation Program, Vision Statement, Five Overriding Principles, Introduction to the Plan and Land Use Element.
- A community workshop on the current state of the City's water (June 18, 2015).

Introduction to the Comprehensive Plan--Work Completed by the Planning Commission

The Planning Commission has completed a number of major tasks related to the Introduction of the Comprehensive Plan. The Commission's approach to their work has been to discuss specific issues and provide direction to the staff and planning consultant Joe Tovar. The staff and Mr. Tovar then work with a Planning Commission drafting committee (Commissioners Gale and Quitslund) to develop amendatory language, which is then brought back to the full Planning Commission for review. The Planning Commission's work includes:

- Referring the Historical Profile section of the Introduction to the Historic Preservation Commission for review and updating.
- Drafting a new section in the Introduction titled, "What is a Comprehensive Plan and How is it Used?" This includes a discussion of what a Comprehensive Plan is and isn't, as defined by the Growth Management Act.

- Drafting a new section in the Introduction titled, “Types and Degrees of Policy Direction” that explains the meaning and use of the terms “goals” and “policies.” The section also explains how goals are served by policies and how both provide direction to various implementing actions. Similarly, the section explains how the use of “shall” versus “should” can convey different degrees of direction.
- Drafting a new section titled, “How and When May the Comprehensive Plan be Amended?” The Department of Commerce strongly advises including this language.
- Reviewing and revising the Vision Statement.
- Reviewing and revising the Five Overriding Principles. This includes drafting two new Principles and developing new supporting goals under each Principle. The revisions emphasize the importance of managing water resources and protecting the aquifers and environmental quality, and incorporate existing concepts elsewhere in the Plan, such as promoting affordable housing and the arts and humanities. New Principle 7 speaks to the importance of supporting the Comprehensive Plan goals through City budget decisions and workplans. The word “Overriding” was also eliminated from the title of this section; it now reads “Principles that Guide the Plan.”

Land Use Element--Work Completed by the Planning Commission

The Planning Commission has also completed a number of major tasks related to the Land Use Element, and will continue to work on this Element in July. The Commission’s work includes:

- Updating information pertaining to projected population growth.
- Moving background information from the 1994 Comprehensive Plan and the 2004 Update to appendices.
- Updating language to reflect Comprehensive Plan policies that have been implemented.
- Deleting language that is out of date or nor longer applicable.
- Reviewing the goals and policies for the appropriate use of “shall” and “should”

Major Policy Recommendations from the Planning Commission

In addition to the general “housekeeping” revisions described above, the Planning Commission has developed a number of policy decisions and amended the Land Use Element accordingly. The decisions are described below:

- Revise the current growth strategy in the Comprehensive Plan to eliminate specific numeric growth targets (50% of future growth to Winslow; 5% to the three Neighborhood Service Centers; the remaining 45% dispersed to other areas of the Island.) Instead, the updated Land Use Element would include policies that speak to concentrating future growth where urban services exist. Because of the success in concentrating growth in the Winslow area, there is no longer sufficient capacity within the Winslow boundaries to absorb 50% of the projected growth through 2036. Retaining the current numeric targets would require upzoning in the Winslow area. The completed Buildable Lands Report indicates that the City has more than enough capacity to accommodate the total growth projection through 2036; therefore, upzoning would create unnecessary excess capacity.
- Create new goals and policies in the Land Use Element regarding the development of a long-term Island-wide conservation and development strategy that focuses urban development in designated centers and conserves the Island’s ecosystems and the green, natural and open

character of its visual landscape. This new section will address many of the concerns heard from the community, including protecting aquifers through the development of aquifer conservation zones, encouraging water conservation, preserving open space and farmland, and implementing a green building code. This work is in progress and not included in this packet.

- Retain the policy that requires that a Special Planning Area (SPA) process be employed to change the boundaries of the Neighborhood Service Centers. The concept of allowing some modest expansion of the NSC boundaries without a SPA has been discussed during the current Update process and in previous Comprehensive Plan amendment cycles. However, the Planning Commission recommends retaining the SPA requirement because it allows a neighborhood planning process that considers all aspects and impacts of changes with the NSCs. The Planning Commission also recommends streamlining the SPA process contained in the Municipal Code and initiating the SPA process for both Rolling Bay and Island Center within the next three years.
- Retain policies that promote a Transfer of Development Rights (TDR) program to achieve a growth pattern that reflects community values. While the City's current TDR program has never been used successfully, the Planning Commission recommends that TDRs could be a worthy tool, and that the City should review and revise its current program, rather than eliminating the concept entirely.
- Link the review of Business/Industrial goals and policies to the review of the Economic Element. In addition, the permitted uses and zoning regulations for Business/Industrial zones contained in the Municipal Code should be reviewed during the implementation phase of the Comprehensive Plan Update.

In July, the Planning Commission will work on the Island-wide conservation and development strategy described above. The Commission has also identified several other policy areas to focus on. These include whether the High School Road District goals and policies should be amended to promote more pedestrian-friendly, mixed-use development, as well as exploring the concept of identifying new small-scale "neighborhood nodes" that would be created through future neighborhood planning processes.

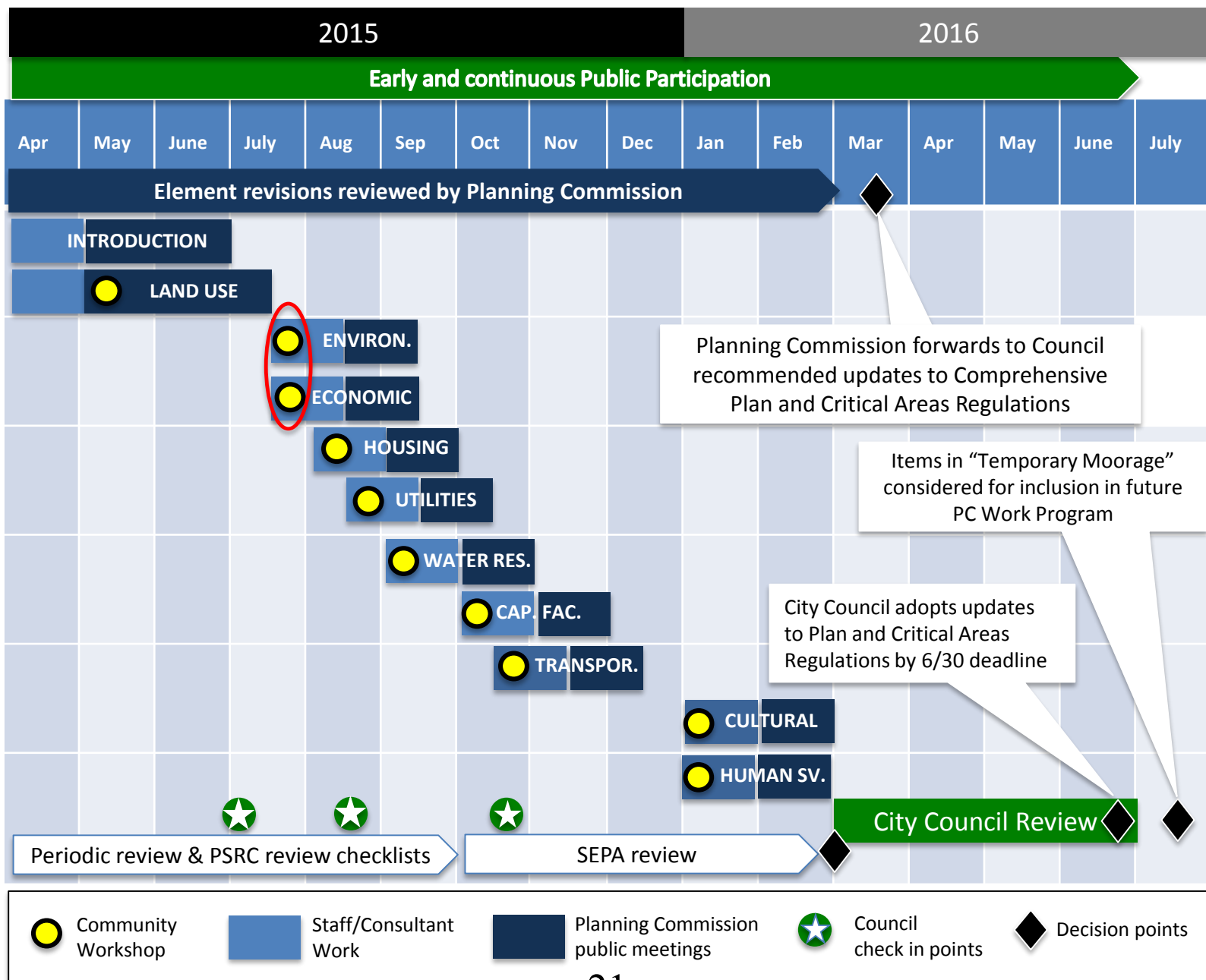
Revisions to Schedule

The original Update schedule showed the Planning Commission completing their review of the Introduction and Land Use Element by the end of June. This has been extended to the end of July, which pushes review of each Element out by one month. Under the revised schedule, the Planning Commission will forward its recommendations to the Council in March 2016, which allows the Council four months of review time before the state deadline of June 30, 2016.

To maximize progress, the Planning Commission has been holding three-hour meetings. If necessary, staff will ask the Planning Commission to schedule extra meetings.

Upcoming Events

In addition to the regularly scheduled Planning Commission meetings, two community workshops are planned for July. The first will focus on the Environmental Element and will be held on Wednesday, July 22. The second will focus on the Economic Element and will be held on Wednesday, July 29. Both workshops will be in the Council Chambers from 6:30 to 8:30 p.m.



Introduction – Bainbridge Island Comprehensive Plan

I. Bainbridge Island 2015 The Island Today

~~The Island's once rural landscape began yielding to residential pressures as events such as the 1962 Seattle World's Fair led to the Island's continued "discovery." In some areas, summer cabins became year-round residences and berry farms became golf courses surrounded by cul-de-sacs. The Island has three privately owned courses. Two courses are the region's oldest—Country Club and Wing Point.~~

~~An Island-wide park district was formed in 1965, transforming former military lands—and preserving other lands for recreational purposes, including a swimming pool. The State Parks acquired the Fay property near Port Monroe and waterfront portions of Fort Ward. Today, the fort is a National Historic District, one of at least ten historic areas and part of the 200 properties on the State's Island historic resource inventory. Archaeological sites also remain and are protected by state law.~~

~~Today, the skyline is lower—forests have been logged two or even three times. Islanders voted in _____ to purchase Grand Forest from the state. Few salmon return to spawn in local streams and paralytic, shellfish poisoning toxins are now recorded periodically within the Sound. Since 1970, commercial divers have harvested geoducks from newly discovered deep-water beds. The largest industry is aquaculture. Disease-resistant Atlantic salmon are raised by Norwegian specialists in floating pens off Fort Ward.~~

~~Environmental concerns led to the closure of the Island's oldest industry, the creosote wood preservative plant. New, land-based industrial efforts produce such items as commercial fish-net systems, sport fishing poles, office furniture, and housing. Farm pursuits focus mainly on wine grapes, berries, produce, and livestock. A seasonal, weekly Farmers' Market offers home-grown produce. The school district is the largest employer, but many Islanders commute to King, and Kitsap County urban centers. Far from being isolated, Islanders play an active role in the regional and world community and value cultural diversity.~~

~~Population growth pressures, environmental concerns, and county representation were among the issues that caused residents to study ways of gaining more access to government and more local control. In 1991, Islanders elected to annex all other areas to Winslow and to change the name of their new city to Bainbridge Island. A more complete discussion of the Island's history and evolution is contained in Appendix X.~~

~~The forces of change, including this Plan, will continue to shape the Island.~~

II. What is the Comprehensive Plan and how is it used?

The authority and requirements for the City of Bainbridge Island to adopt and update its Comprehensive Plan (the **Plan**) is contained in the Growth Management Act (GMA) (RCW

36.70A) [NOTE: insert hyperlink here]. The GMA requires that the plan be reviewed and updated at least every eight years, which means that the periodic update cycle for Bainbridge Island is 2016, 2024, 2032, and following.

The GMA requires that the Plan have sufficient land capacity and urban services adequate to accommodate at least the next twenty years of growth, although the City may choose to adopt policies and strategies with an even longer time-frame. For example, sustainability goals, policies or strategies may have a multi-decade or even multi-generational perspective.

A. What a Comprehensive Plan is and isn't, as defined by the GMA

The GMA definition of a Plan is:

"Comprehensive land use plan," "comprehensive plan," or "plan" means a generalized coordinated land use policy statement of the governing body of a county or city that is adopted pursuant to this chapter."¹

Thus, the Bainbridge Island Comprehensive Plan is a "policy statement" that provides important direction to a variety of city actions, including, but not limited to, the adoption of its capital budget and its development regulations. However, the Plan is not a "land use control" which means that it is not designed or intended to be applied directly to development permits.

The GMA definition of development regulations is:

"Development regulations" or "regulation" means the controls placed on development or land use activities by a . . . city, including, but not limited to, zoning ordinances, critical areas ordinances, shoreline master programs, official controls, planned unit development ordinances, subdivision ordinances, and binding site plan ordinances together with any amendments thereto . . ."²

The GMA also states:

"Each county and city that is required or chooses to plan under RCW 36.70A.040 shall perform its activities and make capital budget decisions in conformity with its comprehensive plan."³

The "shall perform its activities" phrase suggests broader application of comprehensive plan policies than simply codes and capital budgets. On Bainbridge Island, the City maintains a number of functional plans, such as the City's utilities plans as well as programs it funds and administers through its biennial budget. The City also coordinates with other units of local government, e.g., the Bainbridge Island School, Fire, and Parks districts, each of which maintains its own programs and functional or operational plans.

B. How is the Comprehensive Plan used?

The Vision, Guiding Principles and Policies in this section of the Comprehensive Plan provide substantive direction to all of the Plan Elements as well as the City's budget and work program priorities. They also provide direction to the City's functional plans such as its parks, stormwater and utilities plans.

In addition, the Vision, Guiding Principles and Policies communicate the City's priorities to the other units of government responsible for providing services to the Island community. This includes the Bainbridge Island Fire, Park and School Districts, and the Washington State Department of Transportation, all of which prepare functional and operating plans to provide their respective services and facilities to Island residents.

C. Types and degrees of policy direction

The Elements in this Comprehensive Plan consist of Goals and Policies. Goals express the high-rank order values that are most important to the Island community. They are aspirational, frequently describing desired outcomes. The Policies listed under each Goal identify strategies or specific actions to be taken to move the community in the direction of fulfilling the Goal.

Depending on the issue and the Element, the Goals and Policies may provide direction to the City Council, the Planning Commission, the Hearing Examiner and City staff. Some of the actions will take the form of land use or other regulations; others will be capital projects or programs; and still others may take the form of outreach, education, coordination or partnership with citizens, organizations or other units of government.

The goal and policy statements sometimes use very directive verbs, such as "maintain" or "adopt". In other cases, less directive verbs are used, such as "consider" or "encourage." The more directive verbs convey a higher rank order of policy direction. Directive goal or policy language may call for the updating of development regulations, however, that does not convert them into controls or conditions that can be directly applied to a permit decision.⁴

A similar distinction can be made between the auxiliary verbs "should" and "shall." Both terms are used in the Comprehensive Plan and it is intended that both provide substantive direction. The difference in meaning between "should" and "shall" is one of degree rather than kind. As used in this Plan, the word "shall" imparts a higher order of substantive direction than the word "should." However, as with the active verbs, the use of "shall" remains substantive policy direction, not a land use control within the GMA meaning and definitions cited above.

D. How and when may the Comprehensive Plan be amended?

In addition to the eight-year cycle for the periodic review of the Comprehensive Plan, the GMA also includes requirements regarding potential plan amendments in the intervening years. Set forth at RCW 36.70A.130, these include:

- A comprehensive plan may be amended only once in any given calendar year.
- All proposed plan amendments, including those initiated by private parties or by the City, should be considered concurrently to determine the cumulative effect of the proposals.

- Procedures must be adopted for any interested person to suggest amendments to either the Comprehensive Plan or development regulations.
- A city must establish a means by which it will “docket” (i.e., compile and maintain a list) of all suggested plan or development regulation amendments and consider whether or not to adopt them during the amendment process.
- Public participation programs must be developed and followed for proposed amendments or revisions to the Comprehensive Plan or development regulations.
- Exceptions to the once-a-year limitation on plan amendments include: the initial adoption of a subarea plan; the adoption or amendment of a Shoreline Master Program; the amendment of the capital facilities element that occurs concurrently with the adoption of the city budget; when the city is under a remand order from either the Growth Hearings Board of a court; and when the City declares an emergency.

III. Vision, Guiding Principles and Policies

This section contains the Island’s Vision, an aspirational description of the community’s desired future. The values and priorities in the Vision are served and advanced through this Comprehensive Plan and its implementing actions. This section also contains seven guiding principles that connect the Vision to the elements of the Comprehensive Plan. These seven principles affirm, clarify and update the five principles in the 2004 version of the Comprehensive Plan.

The Guiding Principles are at the top of the Plan’s hierarchy of substantive and directive policy. Grouped below and serving each Principle are several Guiding Policies. These provide further specific direction to the Goals and Policies in the Plan’s Elements.

A. Vision

Bainbridge Island is notable for its beauty, its maritime climate, its location between Seattle and the Olympic Peninsula, and its support of the arts. The island consists of beaches and harbors, forests and fields, trails and two-lane country roads, homes and businesses surrounded by the waters of Puget Sound. We are defined as much by the water around us as by the ground beneath our feet.

Bainbridge has a rich natural and cultural history including a long presence of indigenous people, followed more recently by European and Asian immigrants who built timber, maritime and agricultural economies. Contemporary Bainbridge Island is home to a diverse mix of people including farmers, artists, students, business professionals, retirees, and is hospitable to visitors.

The people of Bainbridge aspire to accommodate inevitable growth while protecting the wildlife habitat, watersheds, shorelines, open space, and the air and water quality of the island. We welcome innovative ideas, industrious business people, new and traditional cultures, and people of all ages and backgrounds. We strive to provide quality housing, education, health

care, and business, recreational, and cultural opportunities for all of our inhabitants. We embrace local food sources, renewable energy, and paths for biking and walking.

Global warming and the impacts of climate change are major issues for our generation, and will be for the foreseeable future. We recognize that it will be challenging to adapt to the environmental and economic changes that we will face in the decades ahead. The good will, imagination, and pragmatism of our citizens will foster a compassionate environment in which we listen to, learn from, and engage with all the people who live here. There is no word for exclusion in the Lushootseed language of Puget Sound.

The people of Bainbridge Island understand that it will take an active approach to not only maintain, but restore and enhance the condition of the island if we expect to continue enjoying its bounty. Island residents balance personal interests with concern for the community and the environment. As the island's population increases, we will manage our lands and waters thoughtfully, with innovative planning policies.

Bainbridge citizens embrace the challenges of our future. That future calls on residents and visitors alike to actively participate in shaping a joyful, stable, and sustainable community, where its present and future generations are stewards of the land and keepers of its culture.

B. ~~FIVE~~ OVERRIDING PRINCIPLES THAT GUIDE THE PLAN

Principle #1 - Preserve the special character of the Island, which includes the small town atmosphere of downtown Winslow, forested areas, meadows, farms, marine views, scenic and winding roads that support all forms of transportation.

Guiding Policy 1.1

Adopt an island-wide conservation plan⁵ to identify and apply effective strategies to preserve the natural and scenic qualities that make the Island a special place.

Guiding Policy 1.2

Accommodate new growth in central places that meet the Island's identified needs for housing, services and jobs while respecting conservation and environmental protection priorities.

Guiding Policy 1.3

Identify appropriate land use patterns and building form alternatives to achieve the Island's priorities for both conservation and development.

Principle # 2 - Protect the water resources of the Island.

Guiding Policy 2.1

Manage water resources for Bainbridge Island for present and projected land uses, recognizing that Island's aquifers and other water resources are the sole source of our water supply.⁶

Guiding Policy 2.2

Preserve and protect the functions and values of the Island's aquatic resources, including, but not limited to, its aquifers.⁷

Guiding Policy 2.3

Monitor the impacts of water drawdowns on individual aquifers and the effects on the large number of private wells and adjacent aquifers.

Guiding Policy 2.4

Anticipate and prepare for the consequences of sea level rise.⁸

Guiding Policy 2.5

Maintain the Island's comprehensive program of water resource data gathering and analysis.⁹

Principle # 3 - Foster diversity and meet the human needs of the residents of the Island, its most precious resource.

Guiding Policy 3.1

Ensure a variety of housing choices to meet the needs of present and future residents in all economic segments and promote ~~by promoting~~ plans, projects and proposals to create a significant amount of affordable housing.¹⁰

Guiding Policy 3.2

Maintain the well being of all members of the Island community, where all Islanders feel connected to the community and where each individual has opportunities to contribute to the community.¹¹

Guiding Policy 3.3

Support, protect, and enhance the value of the arts and humanities as essential to education, quality of life, economic vitality, broadening of mind and spirit, and as treasure in trust for our descendants.¹²

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

Guiding Policy 4.1

Respect private property rights protected by the State and U.S. Constitutions.

Guiding Policy 4.2

Recognize that private property rights are not absolute, but must be balanced with necessary and reasonable regulation to protect the public health, safety and welfare.

Principle # 5 – Development should be based on the principle that the
Recognize that the Island’s environmental resources are finite and must be
maintained-at a sustainable level. ~~the Island’s finite environmental resources.~~

Guiding Policy 5.1

Preserve and enhance the Island’s natural systems, natural beauty and
environmental quality.¹³

Guiding Policy 5.2

Protect and enhance wildlife, fish resources and natural ecosystems on and
around Bainbridge Island.¹⁴

Guiding Policy 5.3

Identify strategies and actions to mitigate and adapt to the effects of climate
change.

**Principle #6 Meet the needs of the present without compromising the ability of future
generations to meet their own needs.**¹⁵

Guiding Policy 6.1

Look beyond the state’s mandated 20-year plan horizon in order to recognize the
longer term life cycles of natural systems, green building practices, and public
infrastructure investments.

Guiding Policy 6.2

Advance social equity on the Island by addressing basic human needs, including
affordable housing, personal health and safety, mobility, and access to
human services.

Guiding Policy 6.3

Seek appropriate ways to provide economic opportunities for all community
residents within a diversified Island economy.

**Principle #7 - Support the Island’s Guiding Principles and Policies through the City’s
organizational and operating budget decisions.**

Guiding Policy 7.1

Promote *good governance*¹⁶ and an Island culture of citizenship, stewardship
and civic engagement.¹⁷

Guiding Policy 7.2

Update each City department’s work program annually, allocate sufficient
time and resources and provide needed policy direction to achieve consistency
with and implement the Comprehensive Plan.¹⁸

Guiding Policy 7.3

Grow a diversified¹⁹ vibrant economy.²⁰

Guiding Policy 7.4

Nurture a healthy and attractive community.²¹

Guiding Policy 7.5

Build reliable infrastructure and connected mobility.²²

Guiding Policy 7.6

Grow a green, well-planned community.²³

Guiding Policy 7.7

Maintain a safe city.²⁴

¹ RCW 36.70A.030(4).

² RCW 36.70A.030(7).

³ RCW 36.70A.120.

⁴ The Growth Management Hearings Board held in an early case: “While there is an important directive linkage between them, policies (i.e., plans) and regulations are distinct GMA creatures. The Act’s consistency requirements give plans directive effect over regulations, however this does not convert policy documents into land use controls.” *Tulalip v. Snohomish County*, Growth Management Hearings Board Case No. 99-3-0013, 1/28/00, Final Decision and Order, at p. 4.

⁵ Final Report, City of Bainbridge Island Mayor’s 2025 Growth Advisory Committee.

⁶ Plan, Water Resources Element, Goal 1.

⁷ Plan, Environmental Element Aquatic Resources Goal 1, which is also the mandate under the GMA to designate and protect the “functions and values” of ecosystems. RCW 36.70A.060 and .170.

⁸ Plan, Environment Element, Frequently flooded areas, Goal 1.

⁹ Plan, Water Resources Element.

¹⁰ Final Report, City of Bainbridge Island Mayor’s 2025 Growth Advisory Committee.

¹¹ Plan, Human Services Element, Framework Statement.

¹² Plan, Cultural Element, Goal submitted for Inclusion.

¹³ Plan, Environment Element, Environment Goal 1.

¹⁴ Plan, Environment Element, Fish and Wildlife Goal 1.

¹⁵ This is the definition of sustainability most frequently used by American cities in plans, strategies, programs and budgets. It was published first in 1987 in a United Nations report titled “Our Common Future.” It is often referred to as the Bruntland Commission Report, after its Chair Gro Harlem Bruntland.

¹⁶ *Good Governance* is one of the six desired results of the City’s Council’s adopted budget priorities adopted in 2014.

¹⁷ *A culture of stewardship, citizenship and civic engagement* was one of the key issues to address listed in the City Council’s adopted scope for the Plan Update.

¹⁸ This proposed Guiding Policy expresses the City’s commitment to continually take actions to be included in its planning work program and the work programs of all city departments, to meet its statutory duties under the GMA to be consistent with and implement the comprehensive plan. RCW 36.70A.040(3) provides in part that “each city located within the county shall adopt a comprehensive plan under this chapter and development regulations that are consistent with and implement the comprehensive plan” RCW 36.70A.120 also states: “Each county and city that is required or

chooses to plan under RCW 36.70A.040 shall perform its activities and make capital budget decisions in conformity with its comprehensive plan."

¹⁹ Plan, Economic Element, Goal 1, uses the important term "diversify". Adding that word to this Guiding Policy makes clear that the value of economic development does not mean any large or single solution.

²⁰ *Vibrant Economy* is one of the six desired results of the City Council's adopted budgeting priorities.

²¹ *Healthy and Attractive Community* is one of the six desired results of the City Council's adopted budget priorities..

²² *Reliable Infrastructure and connected mobility* is one of the six desired results of the City Council's adopted budget priorities.

²³ *A Green, well-planned community* is one of the six desired results of the City's adopted PBB.

²⁴ *Safe City* is one of the six desired results of the City's adopted PBB.

LAND USE ELEMENT

TABLE OF CONTENTS

NOTE: UPDATE PAGE #s AFTER PLANNING COMMISSION REVIEW COMPLETE

Introduction.....	1
Goals and Policies.....	5
Framework of the Plan.....	5
General Land Use	9
Winslow	13
Neighborhood Service Centers	23
Business/ Industrial	26
Residential Open Space	23
Historic Preservation.....	34
Siting of Essential Public Facilities	36
Existing Conditions.....	1
The Built Environment	1
2004 Update – The Built Environment.....	4
Figures.....	

LAND USE ELEMENT

INTRODUCTION

The Land Use Element and Environmental Element are at the heart of the Comprehensive Plan. Together they describe the balance between the distribution, location, preservation and protection of uses of land, including housing, commerce, light manufacturing, recreation, open spaces, natural resources, public utilities, public facilities, and other land uses necessary to plan for future growth in a manner that reflects the overall vision of the Comprehensive Plan.

~~The first section of the Land Use Element provides an overview of the existing pattern of development: 1) how much of the land is currently devoted to residential, commercial, light manufacturing, public facilities, and agricultural uses, 2) where these uses are located, 3) how much of the land is vacant, and 4) the future development potential on the Island.~~

~~The second section of the Element contains the goals and policies, which provide guidance for future land use.~~

Framework of the Plan

~~The Framework Goals and Policies establish the overall approach to managing growth on Bainbridge Island. As a city, Bainbridge Island is an urban growth area under GMA. However, future growth on Bainbridge will be accommodated in a manner that is consistent with the requirements of GMA, yet retains the Island's character and quality of life that its residents so highly value.~~

~~Five overriding principles guide the Plan:~~

- ~~1) Preserve the special character of the Island which includes forested areas, meadows, farms, marine views, and roads that support all forms of transportation.~~
- ~~2) Protect the water resources of the Island.~~
- ~~3) Foster the diversity of the residents of the Island.~~
- ~~4) Balance the costs and benefits to property owners in making land use decisions.~~
- ~~5) The Island's environmental resources are finite and must be maintained at a sustainable level.~~

NOTE: GUIDING PRINCIPLES ARE LOCATED IN THE INTRODUCTION TO THE COMPREHENSIVE PLAN

There is another important concept in the Plan. Due to the Island's ability to accommodate the anticipated growth through the number of existing platted lots on the Island and the unused capacity under current zoning, increase in density over current zoning should further a public purpose. The public purposes identified in the Plan are:

- 1) Shift density from critical areas and farmland to Winslow or other designated sites, such as current or future Neighborhood Service Centers.
- 2) Provide affordable housing.

- 3) Contribute to public infrastructure and public amenities in excess of what is needed to mitigate the impacts of development.

Another important component of the Plan's framework is an emphasis on establishing benchmarks against which to assess the continued viability of the Plan. A monitoring program must be created to track the success of the City in achieving the vision and goals of the Plan.

Winslow

Winslow is the area of urban concentration on the Island. The 2004 Comprehensive Plan created a *Mixed Use Town Center* (MUTC) ~~which is intended to be the vibrant, pedestrian-oriented core of Winslow, and also recommends a change of approximately 46 acres of multi-family residential designation to the *Mixed Use Town Center*. In the MUTC, densities of up to 28 units per acre or the equivalent in floor area ratio are recommended, but only if the increase in density over existing zoning is achieved through the use of transfer development rights (TDRs) or by providing affordable housing or contributions to infrastructure in excess of what is needed to mitigate the impacts of development.~~

NOTE: THIS CONCEPT OF BONUS FAR IS ADDRESSED IN MUTC GOALS/POLICIES

Five overlay districts are designated to address the distinct neighborhoods and commercial areas within the Mixed Use Town Center:

- *Central Core Overlay District* – To provide the commercial center; residential uses are encouraged, but not required.
- *Ericksen Avenue Overlay District* – To preserve the unique and historical features of Ericksen Avenue; retail is permitted only if on the ground floor with residential or office development above.
- *Madison Avenue Overlay District* – To provide a mix of residential and small-scale, nonresidential uses; all retail and office development must contain a residential component.
- *Gateway Overlay District* – To protect the ravine and provide low-intensity, tourist-oriented commercial, multi-family and agricultural uses.
- *Ferry Terminal* – To provide ferry and associated transportation-oriented uses and a residential/office neighborhood with limited retail adjacent to the terminal to serve commuters.

The High School Road District is meant to provide commercial uses that complement the Town Center and that benefit from auto access near SR 305. Special planning considerations are provided for coordinated development for the area in and around the ferry terminal, and for properties which abut Eagle Harbor. ~~A master plan for~~ The Winslow Master Plan ~~will be was developed approved in 1998~~ to implement the goals and policies of the Plan. The Winslow Master Plan has been since amended, including a substantial update in 2006.

The Plan recognizes the existing residential districts in Winslow and suggests that the urban Multi-family District could be appropriate for an increase in density with the use of TDRs ~~after monitoring the success of the TDR program in the Mixed Use Town Center.~~

Neighborhood Service Centers

The Neighborhood Service Centers will continue to serve as small-scale commercial activity centers. The base residential density within the service centers would remain at two units per acre.

Island Center

Expansion of the boundaries of Island Center would be considered part of a special planning-area process. ~~A contract zoning district for~~ The 10-acre site on the northwest corner of Miller and Battle Point Roads would be established to may continue with garden supply sales, nursery, and related uses, and provide for some possible expansion of those uses under a contract zoning district.

Lynwood Center

~~The Plan recommends one change for Lynwood Center. This change is the removal of the 10-acre parcel currently designated for commercial development in Lynwood Center and designating the parcel as appropriate for increased residential density of up to five units per acre with public water and sewer. The Lynwood Center Subarea Plan was approved in 1997 after a~~ A special planning area process (Appendix XX) is also recommended for Lynwood Center.

Rolling Bay

Expansion of the boundaries of Rolling Bay would be considered as part of a special planning area process.

Business/Industrial (B/I)

~~The Plan recommends expansion of the existing Business/ Industrial District at Day Road by an additional 35 acres. Business/Industrial (B/I) designated land is concentrated in three distinct areas:~~

- Day Road, east and west of SR 305
- Sportsman Club Road, between New Brooklyn and SR 305
- New Brooklyn Road, west of Madison Avenue

There is an isolated B/I parcel located at the intersection of Fletcher Bay and Bucklin Hill Roads. It was designated as such to recognize an existing development pattern.

Federal, state, and local regulations govern the handling and disposal of hazardous substances and hazardous waste and will be used to evaluate ~~guide~~ future business/ industrial development.

Areas Outside Winslow, NSCs, and B/I

The areas of the Island outside Winslow, the neighborhood centers, and the business/ industrial areas are designated *Residential Open Space* and are characterized by forest lands, meadows, small-scale farms, and narrow, winding heavily-vegetated roadways. These areas also contain much of the Island's sensitive areas. These include aquifer recharge areas and wetlands and streams, which serve a variety of important functions, and also serve as fish and wildlife habitat. The Plan attempts to encourage a pattern of development which will preserve and protect these areas.

The City's subdivision and short plat design standards and processes should ~~Plan recommends the creation of flexible lot design subdivision and short plat processes that will encourage a more creative approach than the traditional lot-by-lot development, while. This method address~~ es lot design, building placement, and circulation. Clustering of lots is encouraged, with varying lot sizes, to provide open space and protect the Island's natural systems and critical areas.

~~A Critical Areas Overlay District is created for the protection of certain critical areas (wetlands and high vulnerability recharge areas). The underlying base density is retained, but development is subject to the requirements of the overlay district. Development through clustering by using the Flexible Lot Design Subdivision Process, or the use of TDRs, is at the underlying base density. If the owner of property located in an area currently designed for development at one unit per 2.5 acres chooses to develop through a standard subdivision process, then density would be limited to one unit per ten acres.~~

NOTE: THE CRITICAL AREAS OVERLAY DISTRICT (DELETED ABOVE) IS RELEVANT ONLY AS A SENDING AREA FOR A TRANSFER OF DEVELOPMENT RIGHTS (TDR) PROGRAM.

Historic Preservation

Historic Preservation Goals and Policies recognize the importance of archaeological, cultural and historic resources on the island. Bainbridge Island is a Certified Local Government (CLG) with a Historic Preservation Commission (HPC). Responsibilities of a CLG; and its HPC; include establishing an historic preservation commission, surveying local historic properties, enforcing state or local preservation laws, reviewing nominations for the state and national historic registers, maintaining a Local Historic Register and providing resources and advocacy for historic preservation.

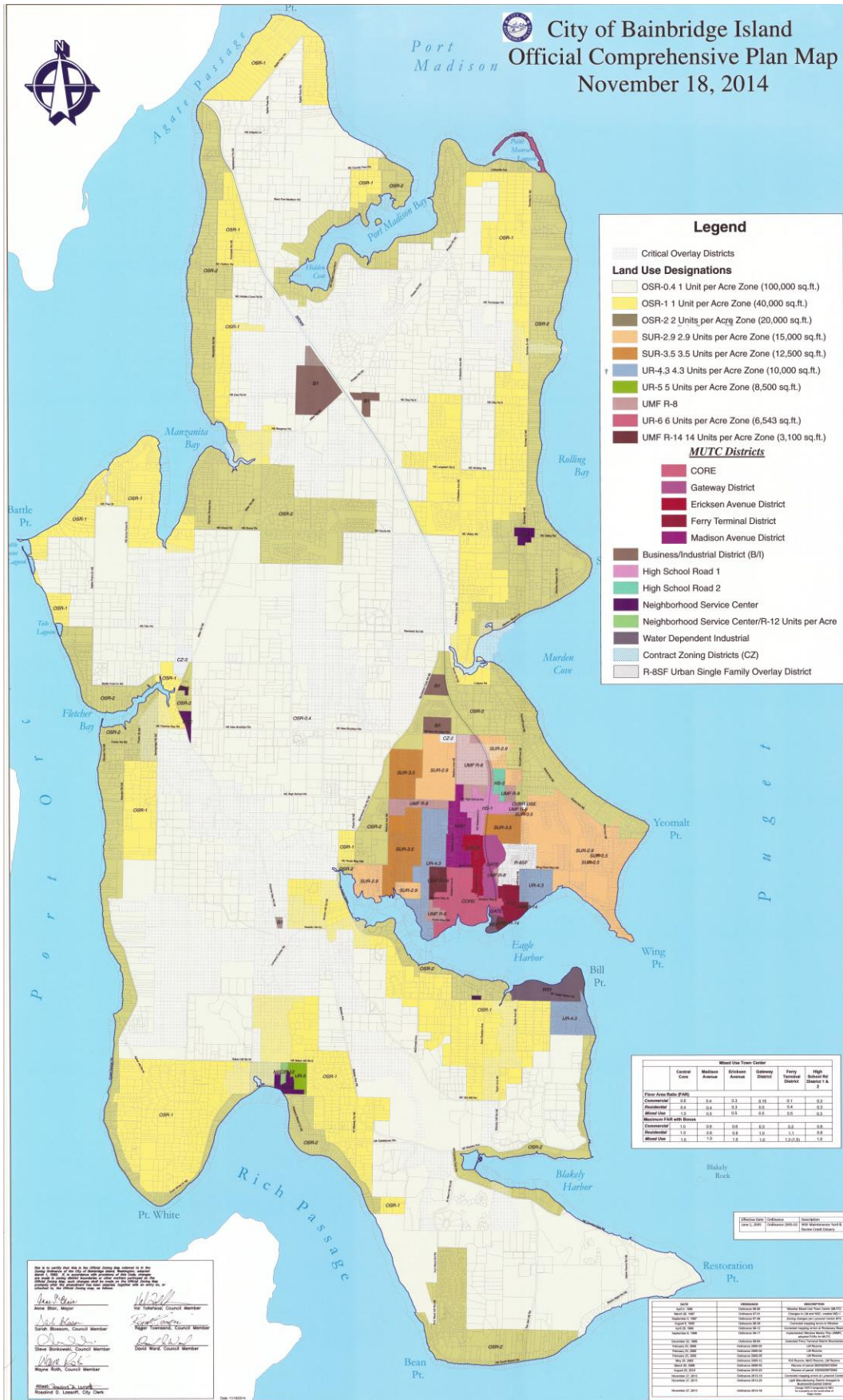
The City is committed to the preservation and enhancement of Bainbridge Island's historic character. Historic resources, including archaeological sites, cultural places, pastoral landscapes and historic structures are important community assets. The City recognizes that these places are an essential part of Bainbridge Island's character and shall be identified, evaluated, and preserved.

Siting of Essential Public Facilities

~~The Plan requires the creation of a Facility and Site Evaluation Committee (composed of citizens, City staff, and elected officials) to review the siting of proposed essential public facilities. The Plan also requires that each public agency develop a notification and communications plan to ensure early public review of proposed essential public facilities and promote trust between government agencies and the community.~~

Comprehensive Plan Land Use Map

The Comprehensive Plan Land Use maps are ~~is~~ part of the Land Use Element.



GOALS AND POLICIES

Framework of the Plan

The GMA requires Bainbridge Island to plan, at a minimum, for the growth in population allocated to it by the Washington State Office of Financial Management and the Kitsap County Regional Planning Council. Bainbridge Island's Comprehensive Plan does accommodate projected growth in a way which is consistent with the requirements of the GMA, yet true to the community's vision and overall goals for the future.

NOTE: Guiding Principles in Introduction chapter

~~Five overriding principles goals guide the Plan:~~

- ~~1) Preserve the special character of the Island which includes forested areas, meadows, farms, marine views, and winding roads bordered by dense vegetation.~~
- ~~2) Protect the water resources of the Island.~~
- ~~3) Foster diversity of the residents of the Island, its most precious resource.~~
- ~~4) The costs and benefits to property owners should be considered in making land use decisions.~~
- ~~5) Development should be based on the principle that the Island's environmental resources are finite and must be maintained at a sustainable level.~~

GOAL LU-1

The City of Bainbridge Island will plan for growth based on the growth targets established by the Kitsap Regional Planning Council: 5,635 ~~7,430~~ additional residents from 2010-2036 ~~1992 to 2012~~ and, at the same time, promote and sustain high standards that will not diminish the quality of life and/or degrade the environment of the Island.

FRW Policy LU 1.1

The City accepts the Kitsap Regional Planning Council (KRPC) population allocations and will continue to analyze the impacts of these allocations as the Comprehensive Plan is implemented.

On September 24, 2013 ~~June 7, 1995~~, the KRCC amended the Kitsap Countywide Planning Policies to revise the 20-year planning horizon under GMA and to revise the population forecast for the County and the subarea allocation for each of the local jurisdictions within the County. Bainbridge Island was allocated a population of 24,280 ~~28,660~~ by the year 2012 ~~2036~~. The City Council ratified the amended Countywide Planning Policies on December 11, 2013 by approving Resolution 2013-22. The 2010-1992 Island population was 23,025 ~~16,850~~ persons. With an allocation of 28,660 ~~24,280~~, the Island must plan for an increase in population of 5,635 ~~7,430~~ persons by the year 2036 ~~2012~~ (the difference between the 20-year allocated population of 24,280 and the 1992 population of 16,850). See Introduction and Land Use Element Appendices J XX

This Comprehensive Plan allocates more than enough development capacity to accommodate the target patterns, and opportunities for choice in residential location and lifestyle. Finally, the Plan acknowledges the planning constraints, which result from the large number of existing nonconforming and previous platted lots.

FRW Policy LU-1.2

As a city, Bainbridge Island constitutes an urban growth area under the GMA. Although an urban growth area, future growth on Bainbridge will be accommodated in a manner, ~~which that~~ is consistent with the requirements of the GMA, and yet retains the Island's character and the quality of life, ~~which that~~ its residents so highly value.

Consistent with the Growth Management Act, all land within the City of Bainbridge Island is included in the City's urban growth area. While Bainbridge is an ~~island-wide~~ City, it is not characterized by urban development with a full range of urban facilities and services, but contains a variety of development patterns that range from urban to less intense development. Winslow is the urban center of the Island. The existing Neighborhood Service Centers supplement Winslow's commercial activity, with the Business/Industrial District providing a location for environmentally sound manufacturing businesses.

Outside of Winslow and the Neighborhood Service Centers, the Island has a rural appearance with forested areas, meadows, farms, and winding, narrow, and heavily vegetated roadways. These characteristics represent the Island character that is so highly valued by its residents. As important as preserving Island character is to its residents, of equal importance is the protection of the Island's environmentally sensitive areas. These outlying areas contain much of the Island's sensitive areas – the major recharge areas for the Island's aquifers, wetlands, and streams ~~which that~~ serve a variety of important functions. Much of the area serves as fish and wildlife habitat. There is strong public support to encourage a pattern of development which preserves and protects this portion of the Island.

FRW Policy LU-1.3

The residential densities in the Plan focus residential growth in Winslow and other current and future centers with urban services, such as the Neighborhood Service Centers. This is a change from the 1994 and 2004 Plans, which specified a numeric growth strategy as follows: targets Winslow to accommodate 50% of the population growth in Winslow through the year 2012, and accommodate 5% of population growth in with the Neighborhood Service Centers to accommodate up to 5%. The balance of the growth would was to be absorbed throughout the remainder of the Island. For purposes of allocating 50% of the growth, Winslow was shall be defined as Winslow Master Plan Study Area. (Figure 2.3 of the Winslow Master Plan.)

~~The 1992 population of Winslow was 3,397 persons. Fifty percent of the Island's 2012 population allocation is 3,715. Winslow is therefore targeted for a 2012 population of 7,112 persons. The 2003 population estimate for the City of Bainbridge Island as provided by the Washington State Office of Financial Management (OFM) is 21,350 people.~~

The Winslow Master Plan study area is ~~intended to~~ encourages development of a neighborhood of the Island which contains a strong strengthened, vital downtown where

people want to live, shop and work. Outside the mixed use, higher density center, there would be a variety of housing choices, from higher density multi-family areas immediately adjacent to the downtown to single family residential neighborhoods.

GOAL LU-2

Establish areas of urban concentration where public facility and service capacities already exist, or are being developed, and which are characterized by growth that will be served by a combination of existing and new public facilities and services.

FRW Policy LU-2.1

Winslow is the urban core of the Island, while the existing Neighborhood Service Centers are small-scale centers. In order to achieve the goals of the GMA this Plan ~~would~~:

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

FRW Policy LU 2.2

Increased density over and above the existing zoning in the NSCs should only occur through a shift in density from critical areas overlay districts and farms through TDRs and through the use of density bonuses for affordable housing.

Development within the MUTC and High School Road Districts shall be consistent with the Winslow Master Plan (contained in the Subarea chapter of this Plan). The level of development ~~shall be~~ is determined by using Floor Area Ratio (FAR) rather than dwelling units per acre. The use of FAR may result in an increase in the base level of development (density) over the existing zoning, but will provide greater flexibility in type and size of housing units that will further the goals of this Plan.

A base level of commercial and residential density within the overlay districts of the MUTC and the High School Road districts ~~shall be established as~~ is described in the Winslow Master Plan, with an increase in the FAR allowed through the use of:

- Affordable housing.
- TDRs (transferable development rights).
- Contributions to public infrastructure and public amenities in excess of what is required to mitigate the impacts of development.
- Transfer of density within the MUTC and within the High School Road Districts.
- Preservation on-site of historic structures eligible for inclusion on a local, state or federal register of historic places.
- Locating ferry-related parking under building.

FRW Policy LU 2.3

Phasing mechanisms and/or incentives should be developed to promote the timely and logical progression of commercial and residential development.

GOAL LU-3

This Comprehensive Plan recognizes and affirms that, as an Island, the City has natural constraints based on the carrying capacity of its natural systems. The Plan strives to establish a development pattern that is consistent with the goals of the community and compatible with the Island's natural systems.

FRW Policy LU 3.1

Recognizing that the carrying capacity of the Island is not known, the citizens of Bainbridge Island should strive to conserve and protect its natural systems, within the parameters of existing data. Revisions to the Plan should be made as new information becomes available.

The carrying capacity of Bainbridge Island is determined by many factors, including the supply of limited resources (particularly water), changes in patterns of consumption, and technological advances. This Plan acknowledges that, with current information, the carrying capacity of the Island is not known. During the timeframe of this Plan, additional information on the carrying capacity of the Island should be developed. The Plan seeks to take a balanced and responsible approach to future development. As our understanding of the Island's capacity changes, the recommendations of this Plan should be reconsidered to ensure that they continue to represent a responsible path for the long-range future of the Island.

FRW Policy LU 3.2

A public education program should be established to foster the community's understanding of the natural systems on the Island and their carrying capacity.

FRW Policy LU 3.3

This Plan recognizes that stewardship of the land is a responsibility of individual citizens and the community as a whole. Through its status as an employer and landowner, the City ~~shall~~ should take advantage of its opportunities to be an example of environmental stewardship so that others will be encouraged to follow suit.

FRW Policy LU 3.4

The City ~~shall~~ should develop a program which recognizes and rewards stewardship so that others will be encouraged to follow suit.

GOAL LU-4

Ensure that the community vision and goals embodied in this plan are realized actually obtained.

FRW Policy LU 4.1

Develop a series of benchmarks against which to measure the Plan's continued viability and ensure that continued public input is part of the monitoring program.

FRW Policy LU 4.2

The Action Plan to implement the Comprehensive Plan should be reviewed yearly to determine if whether the actions described in the Action Plan have been accomplished.

GOAL LU-5

Strive to ensure that basic community values and aspirations are reflected in the City's planning program while recognizing the rights of individuals to use and develop private property in a manner that is consistent with City regulations. Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.

GOAL LU-6

All government entities should strive to cooperate and serve their constituents in a fiscally sound manner.

In addition to the City government, there are three special purpose districts and the Bremerton-Kitsap County Health District and Sewer District #7 which all serve the citizens of Bainbridge Island, as well as a number of state and county agencies. This goal addresses the need for cooperation and coordination in order to serve the Island's citizens in the most cost effective manner.

GOAL LU-7

Develop a meaningful process for citizen participation which includes ~~tries to obtain~~ participation from all segments of the Island community.

General Land Use**GOAL LU-8-1**

Ensure a development pattern that is true to the vision for Bainbridge Island by reducing the inappropriate conversion of undeveloped land ~~into~~ through sprawling development.

LU 1.1 Policy LU 8.1

Land use designations should reflect the priority of Bainbridge Island to remain primarily residential, with nonresidential development outside of the Winslow area concentrated in the service centers and at the designated Business/Industrial areas.

LU 1.2 Policy LU 8.2

Winslow is the heart of Bainbridge Island. Higher intensity residential and commercial development and human activity is encouraged within Winslow's central core to create a vibrant city center, direct place ~~place~~ growth where infrastructure exists, reduce reliance on the automobile, provide opportunities for affordable housing, and absorb growth that would otherwise be scattered in outlying areas.

LU 1.3 Policy LU 8.3

The Neighborhood Service Centers of Island Center, Rolling Bay, and Lynwood Center offer small-scale, commercial and service activity outside of Winslow. These Neighborhood Service Centers should be allowed to develop at slightly higher densities to reinforce their roles as small-scale, community centers.

LU 1.4 Policy LU 8.4

New commercial centers should be considered only after detailed analysis of the economic impact of the new development shows there will be no significant, adverse impact on the existing commercial centers, including Winslow.

LU 1.5 Policy LU 8.5

The areas at Day Road and Sportsman Club Road designated as Business/Industrial are intended to augment the Winslow Core and the Neighborhood Service Centers and serve an important function that allows a diverse economy with business retention, growth and innovation on the island.

The comprehensive land use plan for Bainbridge Island strives to provide for the full range of community needs. The Business/ Industrial District can provide economic activity that includes a variety of low-impact, nonpolluting uses that reflect and respond to changing market conditions and are compatible with the community.

LU 1.6 Policy LU 8.6

Development outside of Winslow and the neighborhood centers should be compatible with the ~~distinctive~~ valued features of the Island's open spaces, harbors, winding roads, small-scale agricultural establishments, natural landscape, and distinctive neighborhoods ~~communities~~.

LU 1.7 Policy LU 8.7

The Future Land Use Map adopted in this Plan ~~shall~~ establishes the future distribution, extent, and location of generalized land uses. Uses of land on Bainbridge Island should reflect the intent of the vision, goals, and policies as well as the Land Use Map.

LU 1.8 Policy LU 8.8

Applications for development approval on Bainbridge Island should be processed within the timelines established in the City's land development regulations in order to ensure affordability, fairness, and predictability in the land development process.

LU 1.9 Policy LU 8.9**Special Planning Areas**

A Special Planning Area is an area which reflects uses and/or conditions which are unique to that area and would benefit from a local and/or neighborhood planning process. The Special Planning Area process would address such issues as current use, future mix and location of uses and densities, transportation, public facilities, services and amenities, and protection of natural systems. The Special Planning Area process would include property owners and neighborhood participation, and may include mediation as a means to resolve significant issues, if directed by the City Council. The end result of a special planning process would be a "neighborhood," "subarea" ~~or site-specific plan~~ which ~~is~~ will require an amendment to

the Comprehensive Plan, ~~unless no changes to the Plan's policies are proposed.~~

Residential Goals and Policies

A specific set of residential policies are contained in the Housing Element. Goals and policies related to residential development are also located throughout the Land Use Element (e.g. Winslow, Neighborhood Service Centers and the Open Space Residential).

Commercial and Mixed Use Goals and Policies

GOAL LU-9 2

Provide attractive, conveniently located, commercial development that is appropriate in scale, configuration, and location. Such development ~~shall~~ is be limited to the commercial and mixed use districts, and the Neighborhood Service Centers, ~~and home occupations.~~

LU-2.1 Policy LU 9.1

The major center for new commercial development ~~shall be~~ is the Mixed Use Town Center and the other commercial districts in Winslow.

LU-2.2 Policy LU 9.2

The Neighborhood Service Centers should provide Island-wide small-scale commercial and service activity outside Winslow.

LU-2.3 Policy LU 9.3

~~Nonresidential uses~~ Development should be oriented toward the pedestrian. Retail uses shall ~~should~~ be encouraged on the ground-floor to prevent blank walls with little visual interest for the pedestrian. Offices and/or residential uses should be encouraged above ground floor retail.

LU-2.4 Policy LU 9.4

Home occupations provide employment opportunities and should be permitted where they are compatible with surrounding neighborhoods and the environment.

Parking

GOAL LU-10 3

Parking lots shall be constructed to minimize visual and environmental impacts.

LU-3.1

~~Landscaping standards shall be established for the parking lots of multi-family, commercial, office, and mixed-use developments to provide visual screening and to limit the impacts of impervious surfaces. Consideration should be given to the use of street trees which will allow solar access.~~

LU-3.2 Policy LU 10.1

Encourage parking in the rear or side yards of multi-family, commercial, and mixed use developments. Parking lots should be pedestrian-oriented and should provide pedestrian and

bicycle routes between the street, the parking area, and the main entrance, and consideration should be given to the use of trees that allow solar access.

GOAL LU-11-4

Prioritize program goals and establish and maintain planning tools, including a purchase and transfer of development rights program, that implements the goals and policies of this Plan and allow transferring development rights from areas intended for conservation, and promoting development in areas suitable for development.

LU 4.1 Policy LU 11.1

~~Maintain and improve t~~The City's Purchase of Development Rights (PDR) and should develop a Transfer of Development Rights (TDR) program to enable transferring development rights from areas intended for conservation to areas suitable for development. ~~which establishes requirements and procedures for transfer of development rights from sending areas to receiving areas. The TDR program should contain provisions for the sale and purchase of development rights.~~

LU 4.2 Policy LU 11.2

The City recognizes the need to take a proactive role in the purchase and transfer of development rights and such a program should include:

- 1) Designating appropriate staff resources to promote the program;
- 2) Providing for the outright purchase of development rights by the City and establishing a fund for banking development rights; and
- 3) Creating a ~~mechanism~~ process that coordinates the purchase and transfer of development rights.
- 4) Initiating an outreach program to educate property owners and potential buyers about the use of the Purchase and Transfer of Development Rights program.

Discussion: ~~This policy should be undertaken only after implementation of Policy LU 4.3 has been completed and the TDR program has been determined to be feasible.~~

LU 4.3 Policy LU 11.3

The City ~~should undertake a study to~~ has identified appropriate TDR sending areas and prioritized areas (or resources) of the Island that are valued by the community and are appropriate for conservation through the PDR purchase and/or the transfer of development rights (TDR) programs. ~~These areas or resources shall be identified as appropriate "sending areas" in the TDR program.~~

Discussion: Appropriate sending areas for example, could contain sensitive lands that are not protected by the critical areas regulations, priority links in the Wildlife Corridor, priority open space lands, or historic resources. Determination of appropriate sending areas should also be coordinated with the development of an Island-wide open space plan.

LU 4.4 (Moved from OS 2.6) NOTE: MOVED TO POLICY 11.2 #4 ABOVE

~~The City should initiate an outreach program to educate property owners and potential buyers about the use of the Purchase and Transfer of Development Rights program.~~

Winslow

Winslow Mixed Use and Commercial Districts

GOAL LU-12 1

The Winslow mixed use and commercial districts are designed to strengthen the vitality of downtown Winslow as a place for people to live, shop, and work. The Mixed Use Town Center is intended to have a strong, residential component to encourage a lively community during the day and at night. The most intense commercial area in Winslow is in the Central Core Overlay District. In this area, a vertical mix of uses is encouraged, but exclusively retail and/or office uses are permitted as well. In other areas of the Mixed Use Town Center District, office and retail uses should include a residential component.

W-1.1 Policy LU 12.1

The Mixed Use Town Center is intended for select areas within one mile of the ferry terminal and particularly the downtown core area, which is within one-half mile of the ferry terminal, that are suitable for pedestrian-oriented development.

W-1.2 Policy LU 12.2

The Mixed Use Town Center District includes diversity in types of housing, shopping, civic facilities, recreation, and employment. A variety of land uses are allowed which promote a pedestrian atmosphere, enhance the viability of the Town Center and can be developed in a manner ~~which~~ that is harmonious with the scale of the Town Center. Land uses which require outdoor storage or which have primarily an auto orientation, such as drive-through establishments, are not permitted within the Mixed Use Town Center.

W-1.3 Policy LU 12.3

To ensure the visual appeal and pedestrian-orientation of the land uses, the land development regulations ~~shall~~ include design standards for:

- Building height, bulk, and placement.
- Landscaping.
- Land coverage.
- Open space.
- Parking requirements.
- Signage.
- Street improvements.

W-1.4 Policy LU 12.4

The base levels of development in the Mixed Use Town Center and High School Road Districts ~~shall be~~ are determined by the floor area ratios (FAR) established in the Winslow Master Plan. A maximum level of development may be achieved through the use of FAR bonus provisions established in the Winslow Master Plan, including Transfer Development Rights, an affordable housing density bonus or contributions to public infrastructure or public amenities in excess of what is required to mitigate development impacts.

W 1.5 Policy LU 12.5

The area north of Bainbridge Performing Arts to High School Road, between Madison and Ericksen Avenues, is most appropriate for high-density, residential uses.

W 1.6

~~The permanent location of City Hall should be in downtown Winslow.~~

W 1.7

~~A master plan for Winslow will be developed to implement the goals and policies of this Plan.~~

W 1.8 Policy LU 12.6

Develop a parking plan for the Mixed Use Town Center District in order to ensure the viability of the Center. The Plan should include provision for shared parking, parking opportunities off Winslow Way, reduction of the parking requirements for areas within the Center, and identification of areas which could be developed as small, public parking lots to serve the businesses, and the Plan should consider the use of street trees that allow solar access. Establish a public/private partnership, such as a Parking Authority, to implement the parking plan.

A Parking Authority could assist with funding, site acquisition, planning, engineering, and traffic studies, and create an overall integrated plan of action with sequential implementation.

W 1.9 Policy LU 12.7

Monitor the success in achieving the Plan's goal to increase the vitality of the Mixed Use Town Center and the effectiveness of the bonus density program. The monitoring program ~~shall include~~ tracking the use of TDRs, the affordable-housing density bonus and bonuses for contributions to public facilities, the types of businesses which are located in the Town Center, and the number and frequency of business changes.

~~There is some concern that the increased density in the Town Center will not be achieved if it can only be accomplished through the use of TDRs or an affordable housing density bonus. Through a regular monitoring program, an assessment can be made as to whether the goals of the Plan are being achieved and if not, corrective measures should be taken.~~

W 1.10 Policy LU 12.8

Pursue the construction of a complete waterfront trail system.

GOAL LU-13 2

Maintain ~~Develop~~ overlay districts to that distinguish among the ~~distinct~~ neighborhoods and commercial areas within the Mixed Use Town Center.

There are a number of distinct neighborhoods or commercial centers within the Mixed Use Town Center. Development within the Town Center should reflect the different qualities and characteristics of these distinct areas. Except where explicitly stated, the permitted uses and densities are uniform throughout the Mixed Use Town Center. However, design standards and

mix of uses may vary. The overlay districts establish these variations. Also, the goal of achieving pedestrian-oriented development is sought throughout the Town Center.

W-2.1 Policy LU 13.1

Encourage neighborhood participation in defining the design standards for each overlay district.

Central Core Overlay District

W-2.2 Policy LU 13.2

The Central Core Overlay District is the most densely developed and dynamic ~~intense~~ district within the Mixed Use Town Center. Within this overlay district, residential uses are encouraged, but exclusive office and/or retail uses are permitted.

W-2.3 Policy LU 13.3

Design standards, including open space, parking and landscaping, ~~which~~ recognize the urban character of the Central Core Overlay District and apply to future development, ~~shall be developed~~.

Discussion: In general, open space and landscaping standards may be more relaxed in this district in favor of building placement and lot coverage standards which create a continuous urban façade.

W-2.4 Policy LU 13.4

Mixed Use developments within the Central Core Overlay District that include a residential component may be exempt from requirements to provide off-street parking for the residential component of the project. When establishing the parking requirements for such a project, the City ~~shall~~ should consider the extent to which the shared parking will satisfy residents' parking demand.

W-2.5

~~The existing mobile home park in the Central Core District provides an affordable housing alternative and should be encouraged to remain. With retention of these mobile homes, the unused development potential from the parcels on which the mobile home park is located may be transferred to another parcel within the MUTC and a mechanism should be established to allow the permanent preservation of the mobile homes to be used as an affordable housing bonus on another parcel within the MUTC.~~

Discussion: Specific policies which relate to the mobile home park are contained in the Housing Element.

W-2.6 Policy LU 13.5

~~Provide~~ improved pedestrian and visual access to the waterfront from the Central Core.

Ericksen Avenue Overlay District

W-2.7 Policy LU 13.6

The Ericksen Avenue Overlay District is intended to preserve the unique and historical features of the Ericksen Avenue neighborhood and to provide for a mix of residential and small-scale, nonresidential development, with provision for open space.

W-2.8 Policy LU 13.7

~~New multi-story r~~Retail development is permitted within the Ericksen Avenue Overlay District only if it is ~~ground floor retail~~ with a residential component ~~or residential and office development in the upper floors.~~

W-2.9 Policy LU 13.8

Historic (pre-1920) single-family, residential structures on Ericksen may be converted to nonresidential use. However, any additions to the structure must be added to the rear and must be compatible with the character of the original structure. ~~Exceptions may be made, when appropriate, through a variance process. Policies related to the historic structures on Ericksen Avenue are contained in the Historic Preservation section of this Element.~~

Discussion: ~~Policies related to the historic structures on Ericksen Avenue are contained in the Historic Preservation section of this Element.~~

W-2.10 Policy LU 13.9

New buildings within the Ericksen Overlay District must be constructed so that the overall character of the street, including traditional building forms, roof shapes, and relationship of building to street, is compatible with that of the historic structures on Ericksen Avenue. The mass of the new building, its relation to open spaces, and its doors, windows, and openings should be visually compatible with the historic structures on Ericksen.

Discussion: ~~The mass of the new building, its relation to open spaces, and its doors, windows, and openings should be visually compatible with the historic structures on Ericksen.~~

Madison Avenue Overlay District

W-2.11 Policy LU 13.10

The Madison Avenue Overlay District is intended to provide for a mix of residential and small-scale, nonresidential development.

W-2.12 Policy LU 13.11

~~Within the Madison Avenue Overlay District, all retail and office development shall include a residential component~~ mixed-use development is encouraged. ~~New multi-story r~~Retail development is permitted only if it is ~~ground floor retail~~ with a residential component ~~or residential and office development on the upper floors.~~

Gateway Overlay District

W-2.13 Policy LU 13.12

The area along SR 305 from Winslow Way ~~to the northern boundary of John Nelson Park past the Vineyard Lane to the north~~ is the gateway to Bainbridge Island and should be developed to utilized in a way which enhances its this role as the gateway.

W-2.14 Policy LU 13.13

The Gateway Overlay District ~~would~~ provides protection for the ravine. The District ~~would~~ permits low-intensity, tourist-oriented, commercial, multi-family, and agricultural uses ~~which would that~~ have limited parking and minimum traffic impact. Limited, impervious surface coverage ~~would be~~ is allowed. If changes to SR 305 are made, then the uses permitted in the District will be re-examined.

W-2.15 Policy LU 13.14

The ravine is an important, natural feature of Bainbridge Island and ~~should~~ must be protected. A high priority ~~should be given is~~ is to purchase~~ing~~ properties or obtaining~~ing~~ conservation easements where the ravine is located to provide a permanent open space and connect a trail along the ravine.

Commercial-Ferry Terminal District

GOAL LU-14 3

The Ferry Terminal Overlay District is intended to provide an attractive setting for ferry and associated transportation-oriented uses and serve as the entry point into Winslow. This District is also intended as a pedestrian and transit oriented, mixed- use neighborhood that complements the character and vitality of the core and serves the neighborhood and commuters.

W-3.1 Policy LU 14.1

Limit commuter parking and locate parking underground below new residential/office development in the ferry terminal wherever feasible.

W-3.2 Policy LU 14.2

Require new development to provide landscaping, landscape buffers and signage that enhances the setting of this visually important area, and limits the undesirable visual impacts of parking lots.

W-3.3 Policy LU 14.3

Protect adjacent, residential zones from the encroachment of parking, traffic impacts, and development.

W-3.4 Policy LU 14.4

Landscaping and signage standards should provide an attractive entry point that emphasizes Winslow's intimate character and natural setting.

Ferry Terminal Planning Area

GOAL LU-15 4

Planning for the Ferry Terminal and Gateway Districts should be coordinated

W-4.1 Policy LU 15.1

The Ferry Terminal and Gateway Districts ~~should be~~ are developed in cooperation with the City, Washington State Department of Transportation, Kitsap Transit, and the private landowners to ensure coordinated and consistent development. The Ferry Terminal plan should address such issues as design standards, coordinated transportation analysis, pedestrian and visual connections between the ferry terminal and the Winslow Way retail center, and environmental ~~review~~ protection.

~~Commercial~~ High School Road District

GOAL LU-16 5

The ~~Commercial~~ High School Road District is intended to provide for commercial uses that complement downtown Winslow and benefit from automobile access near the highway, while creating a pedestrian-friendly retail area.

W-5.1 Policy LU 16.1

The ~~Commercial~~ High School Road District is intended for the area that is suitable for commercial development near the intersection of High School Road and SR 305.

W-5.2 Policy LU 16.2

The ~~Commercial~~ High School Road District includes a diversity in types of shopping and employment. A variety of commercial uses are allowed which offer goods and services for the convenience of Island residents and which may have an automobile orientation. ~~Housing at a density of 8 units per acre is also permitted.~~

W-5.3 Policy LU 16.3

The properties designated on the Land Use Map as High School Road District II ~~shall be~~ are each limited to no more than 14,400 square feet of retail use. Retail use between 5,000 and 14,400 square feet ~~shall~~ requires a conditional use permit.

Discussion: This portion of High School Road, designated High School Road District II on the Land Use Map, is immediately adjacent to a semi-urban, residential area of 2.9 to 3.5 units per acre and should have less intense uses than the remainder of the High School Road district. Since existing businesses are located in this area and infrastructure is in place, this Plan recommends the area for the High School Road designation, but with a limitation on the size of retail uses.

W-5.4 Policy LU 16.4

To ensure visual appeal and pedestrian and bicycle safety, the land development regulations ~~shall~~ include design standards for:

- Building height, bulk, and placement.
- Landscaping, including screening of parking lots, and development of pedestrian

- oriented streetscape with building and landscaping (including trees) located at the street edge.
- Lot coverage.
- Open space.
- Road access and internal circulation including pedestrian connections on all sides of the retail area from the high density housing adjacent to High School Road; developing more pedestrian crossings; and requiring parking in the rear wherever possible.
- Signage.
- Additional transit stops on both sides of SR 305.

W-5.5 Policy LU 16.5

~~To visually screen development year-round, p~~Properties with frontage along SR 305 shall provide a vegetated buffer along the highway that ~~shall~~ includes the preservation and protection of existing vegetation, ~~to visually screen the development year-round from the highway.~~ Access to these properties shall should not be directly from SR 305.

W-5.6 Policy

~~If an existing development redevelops or expands its gross floor area (GFA), compliance with current development standards shall be based on the size of the redevelopment or expansion. A range of compliance requirements shall be established to correspond with range in levels of redevelopment or expansion.~~

Water-dependent Industrial District

GOAL LU-17 6

Allow for the continuation of water-dependent, industrial uses on Bainbridge Island in order to preserve elements of a working waterfront within the urban shoreline area. Water-dependent uses require direct contact with the water and cannot exist at a non-water location due to the intrinsic nature of the operation.

W-6.1 Policy LU 17.1

The Water-dependent Industrial District is intended primarily to provide for ship and boat building and boat repair yards. Preference should be given to small, local, boat haul-out and repair facilities, and water-oriented industry which serves boating needs.

W-6.2 Policy LU 17.2

Water-dependent industrial development shall not be located on sensitive and ecologically valuable shorelines such as natural accretion shore forms, marshes, bogs, swamps, salt marshes and tidal flats, and wildlife habitat areas, nor on shores inherently hazardous to such development, such as flood and erosion prone areas and steep and unstable slopes.

W-6.3 Policy LU 17.3

Industrial uses shall employ best management practices (BMPs) and best available facilities practices and procedures concerning the various services and activities performed and their impacts on the surrounding water quality. (For example, practices and procedures include safe handling of fuels and toxic hazardous materials to prevent them from entering the water

and providing optimal~~um~~ means ~~to~~ for provide prompt and effective clean-up of spills that do occur.)

W-6.4 Policy LU 17.4

Regional and statewide needs for industrial facilities should be carefully considered in reviewing new proposals, as well as in allocating shorelines for such development. Such reviews or allocations should be coordinated with port districts, adjacent counties and cities, and the State in order to minimize new industrial development that would ~~unnecessarily~~ duplicate under-utilized facilities elsewhere in the region, or result in unnecessary adverse impacts.

W-6.5 Policy LU 17.5

Expansion or redevelopment of existing, legally established industrial areas, facilities, and services with the possibility of incorporating mixed use development should be encouraged over the addition and/or location of new or single-purpose industrial facilities. Such development or redevelopment for mixed use should occur through a master planned development process in areas designated appropriate for such urban shoreline uses.

W-6.6 Policy LU 17.6

Joint use of piers, cargo handling, storage, parking, and other accessory facilities among private or public entities should be strongly encouraged or required in waterfront industrial areas.

W-6.7 Policy LU 17.7

New or expanded industrial development should be required to provide physical and/or visual access to shorelines and visual access to facilities whenever possible, and when such public access does not cause significant interference with operations or hazards to life and property.

W-6.8

~~The land use designation for the Wyckoff site should reflect what types of land use activities would be appropriate for the site based, in part, on historical significance, habitat mitigation implemented and performed on the property and the development restrictions required by the Environmental Protection Agency.~~

Discussion: ~~EPA has begun cleanup at the Wyckoff Superfund Site and constructed a habitat mitigation beach along the western portion of the site. The Japanese American WWII Exclusion Memorial is proposed on the site and the adjacent Taylor Avenue. A public park is proposed for the remainder of the site. Mixed use development may be appropriate if public acquisition is not successful. Current actions by EPA focus on removal and containment of contamination. Future land use of the site may be affected by EPA's final cleanup action, the technologies used, and the time required to complete the cleanup.~~

Winslow Residential Districts

GOAL LU-18-7

The Urban Multi-Family District is intended to provide for moderate to high-density residential development that may include some office and governmental uses, and are permitted as conditional uses.

Most of the residential districts include some office and governmental uses that are permitted as conditional uses.

W-7.1 Policy LU 18.1

Residential development within the Urban Multi-Family District ~~shall be~~ is served by public facilities and services normally associated with urban area development.

W-7.2 Policy LU 18.2

Retain the existing densities of residential uses which range from 8 to a maximum of 14 units per acre within the Urban Multi-Family District.

~~**Discussion:** The monitoring program to be established for the Mixed Use Town Center will help assess whether the Urban Multi-Family District should be designated for additional density through the use of TDRs.~~

W-7.3 Policy LU 18.3

Provide landscape buffers between any multi-family and existing single family homes.

W-7.4 Policy LU 18.4

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

- Building height, bulk, massing, and articulation to promote a pedestrian scale and to ensure adequate light, air, and view corridors between lots.
- Parking requirements, including location of parking to the rear or side yards.
- Landscaping, including parking lots.
- Lighting standards that prevent unnecessary glare on neighboring residential properties.
- Location and screening of service areas such as dumpsters.
- Open space.
- Pedestrian linkages between multi-family buildings and the street edge and adjacent residential or commercial properties.

Urban Residential District

GOAL LU-19 8

The Urban Residential District is intended for moderate density urban residential development.

W-8.1 Policy LU 19.1

Residential development within the Urban Residential District ~~shall be~~ is served by public facilities and services normally associated with urban area development.

W-8.2 Policy LU 19.2

Densities of residential use within the Urban Residential District shall range from 4.3 to a maximum of 6 units per acre.

~~W-8.3~~

~~The Urban Residential District on the Point Monroe sand spit is intended for small, beach-oriented residences that are compatible with its sensitive environmental setting.~~

~~W-8.4~~

~~New development or expansion of development in the Urban Residential District on the Point Monroe sand spit shall consider the cumulative impacts of additional requests for like actions on the remainder of lots on the sand spit. The total of new development on the sand spit shall not produce substantial adverse effects on the shoreline environment or neighborhood character, and shall prevent or minimize flood damage through use of non-structural methods, such as increased setbacks and vegetated buffers, in addition to design measures such as pile foundations and elevated floor levels.~~

Semi-Urban Residential District

GOAL LU-20-9

The Semi-Urban Residential District is intended to provide for vital residential neighborhoods in a semi-urban setting.

W-9.1 Policy LU 20.1

The Semi-Urban Residential District is located in areas that are suitable to provide a transition from urban uses to the less intensely developed areas of the Island.

W-9.2 Policy LU 20.2

Density of residential use within the Semi-Urban Residential District shall range from 2.9 to a maximum of 3.5 units per acres.

~~W-9.3~~

~~High School Road/Ferncliff Avenue~~

~~The 9+ acres located at the northwest corner of High School and Ferncliff Roads is designated as R-2, with the six western acres (approximately) of the nine acres designated as R-8. No density bonuses will be permitted on either portion of the site and development of this site is encouraged to be clustered on the western portion of the property, with a significant buffer retained along the eastern boundary of the site along Ferncliff Avenue.~~

Discussion: ~~The density bonus restriction is due to the property's transitional location, between the high-intensity commercial area on High School Road and the lower density residential area associated with Ferncliff Avenue.~~

Neighborhood Service Centers

The Neighborhood Service Centers provide Island-wide commercial and service activity outside Winslow. These areas should be developed at slightly higher densities to reinforce their roles as community service centers. The service centers will also help reduce traffic congestion by providing an alternative to shopping in Winslow.

GOAL LU-21 1

Encourage the development of the Neighborhood Service Centers at Rolling Bay, Lynwood, and Island Centers, as designated on the Land Use Map, as areas with small-scale, ~~Island-wide~~, commercial, mixed use and residential development outside Winslow.

NSC 1.1 Policy LU 21.1

Allow development of Neighborhood Service Centers in areas designated on the Land Use Map.

NSC 1.2 Policy LU 21.2 Lynwood Center

Any new development or expansion of existing development in Lynwood Center will be required to connect to public sewer, when available, or meet other Health District requirements, when appropriate.

Lynwood Center is designated as a Special Planning Area, and a subarea plan was completed in 1997.

~~Reduce the commercial area of Lynwood Center as shown on the Land Use Map. Allow R-5 is allowed with public water and sewer in the area. that has been changed from commercial to residential use. The use of TDRs or affordable housing bonus density would not be required, but affordable housing would be encouraged.~~

~~Rezone the Island Trade District to Neighborhood Service Center to ensure coordinated and compatible uses in the neighborhood service center. Allow up to 12 residential units per acre along with commercial uses (if served by public sewer and water) on the commonly owned parcels on Lynwood Center between Baker Hill Road and Point White Drive, as shown on the Land Use Map (Tax Parcel #s 042402-1-012-2006, 042402-1-047-2005, 042402-1-048-2004, 042402-1-049-2003, 042402-1-050-2009), provided that a community center is constructed that is of similar style and quality to the entire development. Higher density may be achieved with affordable housing.—~~

~~Allow the existing lumberyard pier (Tax Parcel # 042402-1-019-2009) to be rebuilt with commercial uses consistent with the Bainbridge Island Shoreline Management master Program, 1996. Parking for this use must be located either on the parcel directly north of this parcel (Tax Parcel # 042402-1-046-2006) or on that parcel to the west (Tax Parcel # 042402-1-021-2005). The City should pursue public funds, whether from the sale of road-end property or other sources, to combine with private funds to construct a public access pier or acquire other public beach access.~~

The parcel of land located on Point White Drive, directly adjacent to the western boundary of the NSC, as shown on the Land Use Map (Tax Parcel # 042402-1-021-2005), is designated

~~OSR-2 with the provision that density may be increased to 3 units per acre on the condition that a public access easement be granted for that portion of the parcel that lies to the south of Point White Drive along the waters of Rich Passage and adjacent to the old lumberyard pier.~~

~~Any future development adjacent to the Shel—chelh estuary and associated stream corridor should consider the sensitive nature of this unique environmentally sensitive area.~~

The *Lynwood Center Report and Final Recommendations* is included in the section of the Comprehensive Plan entitled Subarea Plans.

~~NSC 1.3~~ Policy LU 21.3 Island Center

Island Center is designated as a Special Planning Area. The boundaries for Island Center are as shown on the Land Use Map. Any changes to the boundaries may be determined during the special planning process.

~~NSC 1.4~~ Policy LU 21.4 NSC Contract Zone: Miller Road/Battle Point Drive

The 16.7-acre site on Miller Road ~~will be~~ is designated a contract zone to recognize the activities currently occurring on-site under the provisions of an Unclassified Use Permit and to consider some expansion of those activities.

~~NSC 1.5~~ Policy LU 21.5 Rolling Bay

The Neighborhood Service Center boundaries are as shown on the Land Use Map. Rolling Bay is designated as a Special Planning Area. Any changes to the boundaries may be determined during the special planning process.

~~NSC 1.3~~ Policy LU 21.6

The Neighborhood Service Centers should achieve a mix of neighborhood-scale businesses, public uses, and housing which are compatible with the scale and intensity of the surrounding residential neighborhood and which minimize the impact of noise, odor, lighting, fire safety, and transportation on the neighborhood

~~NSC 1.7~~ Policy LU 21.7

Mixed use development is encouraged but not required.

~~NSC 1.8~~ Policy LU 21.8

Proposed uses must consider the impact on water quality, stormwater runoff, and environmentally sensitive areas such as wetlands, streams and high vulnerability recharge areas.

~~NSC 1.9~~ Policy LU 21.9

The land use regulations ~~shall have~~ include design standards for:

- Building height, bulk, massing and articulation to promote a pedestrian scale.
- Parking requirements, including location of parking to the rear or side yards, unless otherwise provided for in a Special Planning Area plan. Landscaping, including parking lots and buffer areas between higher and lower intensity uses and consideration of trees that allow solar access.

- Lighting standards that prevent unnecessary glare on neighboring residential properties.
- Location and screening of service areas such as dumpsters.
- Open space.
- Pedestrian linkages.

Discussion: These standards ~~should be established to~~ ensure that development will be designed to fit into the scale and character of the existing centers and the adjacent residential neighborhoods. The City ~~should~~ developed design prototypes or illustrated design guidelines for each of the three service centers to serve as a visual reference for the future development of the community. These design guidelines ~~should~~ recognize the distinct qualities of the three service centers.

~~NSC 1.10~~ Policy LU 21.10

Encourage neighborhood participation in defining the design standards for each service center.

~~NSC 1.11~~ Policy LU 21.11

Establish and implement a street tree plan and planting program for major roadways at the Neighborhood Service Centers.

~~NSC 1.12~~ Policy LU 21.12

Develop a parking plan, if appropriate, for each service center.

~~NSC 1.13~~ Policy LU 21.13

Opportunities for providing a neighborhood commons or meeting place should be considered with any proposal for major redevelopment of an existing neighborhood service center or as part of development of a new neighborhood service center to encourage the use of the neighborhood service center by surrounding residents.

GOAL LU-22 2

Infill within the boundaries of the Neighborhood Service Centers, as designated on the Land Use Map, through the transfer of development rights from TDR Sending Areas of the Island or through an affordable housing bonus density.

~~NSC 2.1~~ Policy LU 22.1

The base density of residential development in the Neighborhood Service Centers, as designated on the Land Use Map, ~~shall be~~ is 3 units per acre in areas not served by public water and sewer systems and using TDRs or an affordable-housing bonus density, provided state and local Health District regulations can be met. Allow up to R-5 with public water and sewer.

Business/ Industrial

GOAL LU-23 1

The Business/ Industrial District (B/I) is intended to provide opportunities for expansion of existing Island businesses, for diversity of jobs and for low-impact industrial activity that contributes to well paying jobs, where traffic congestion, visual, and other impacts on the surrounding neighborhood can be minimized.

Policy LU 23.1 B/I-1.1

The Business/ Industrial District is for non-polluting, light manufacturing development as well as other uses that add to the diversity of economic activity on the island and are compatible with other uses in the Business/ Industrial District and neighboring zones.

Policy LU 23.2 B/I-1.2

New manufacturing businesses that plan to utilize toxic/hazardous substances must list these substances and quantities projected for annual usage; demonstrate compliance with all Federal, State and Bremerton-Kitsap County Health District requirements for their handling; and receive a City business license. Development proposals are evaluated using performance standards for the B/I district. (Definitions and quantity limits of toxic/hazardous substances are set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended [42 U.S.C. Section 9601] et seq. ["CERCLA"], the Superfund Amendments and Reauthorization Act of 1986, Pub. L No. 99-499 ["SARA"], the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901 et seq. or other applicable State or Federal laws, rules or regulations adopted in accordance with those statutes). Uses of certain toxic/hazardous substances can disqualify the application from approval because of potential environmental impact. However, the City would consider proposals that use toxic/hazardous substances defined in the above references may be approved upon review of factors such as quantity used, adequacy of storage, containment, spill management, and waste disposal plans in reviewing such a proposal.

Policy LU 23.3 B/I-1.3

The City shall coordinate with the Bainbridge Island Fire Department when reviewing development proposals ~~The Fire Marshall shall receive copies of publicly available reports concerning hazardous substances and prepare a summary of those reports that can be published in order to avoid revealing confidential or sensitive information about other aspects of those businesses.~~

Policy LU 23.4 B/I-1.4

Applications for development approval within the Business/ Industrial District must show that adequate water, wastewater, transportation, fire, and storm drainage services are available to serve the development.

Policy LU 23.5 B/I-1.5

The City should ensure the adequate monitoring and enforcement of hazardous material regulations.

Policy LU 23.6 B/I 1.6

Performance standards for the Business/ Industrial District(s) ~~shall~~ address odor, lighting, noise, vibration, signage, traffic volumes, ingress and egress, parking, delivery and loading areas, and pedestrian and vehicle ~~site~~-circulation, to create safe, efficient, compatible conditions among a variety of on-site uses and to protect adjacent residential neighborhoods.

Policy LU 23.7 B/I 1.7

Business/ Industrial uses ~~shall~~ must be visually screened the development year-round from adjacent, non-industrial properties and from adjacent roadways.

Discussion: This policy establishes a performance standard – Business/ Industrial uses must be visually screened from the roadway and from adjacent non- Business/ Industrial development. The visual screening could be achieved through a combination of vegetation and building setback which would add depth to the buffer. ~~A minimum 50-foot native, vegetated buffer should be considered in drafting the development regulations.~~

B/I 1.8

~~Any Business/ Industrial District with more than one business should be encouraged to form and participate in a business park management association and neighborhood association in order to institute a self-enforcement program.~~

Policy LU 23.8 B/I 1.9

If an existing project redevelops or expands its gross floor area (GFA), compliance with current development standards ~~shall be~~ are based on the size of the redevelopment or expansion. A range of compliance requirements ~~shall be established to~~ correspond with the range in levels of redevelopment or expansion.

Discussion: ~~If an expansion comprises no more than 15%, only limited compliance with current standards would be required (i.e., landscaping, parking). An expansion of 50% or more would require that the entire project be brought into full compliance.~~

GOAL LU-24 2

Provide appropriate land for Business/ Industrial in order to provide opportunities for small manufacturing businesses on the Island to expand, and to provide additional employment opportunities.

B/I 2.1

~~The 35 acres adjacent to the Business/ Industrial area north of Day Road and west of SR 305 are designated as Business/ Industrial on the Land Use Map, and development within this 35-acre Business/ Industrial area must utilize the Site Plan Review process for project review to address open space, trail connections and environmental impacts associated with proposed development.~~

B/I 2.2

~~Any additional Business/ Industrial should not be designated until the City completes an Economic Development Element.~~

Discussion: ~~The City will monitor achievement of this goal. Details of the monitoring program will be enumerated in an Economic Development Element.~~

GOAL LU-25-3

Discourage the inappropriate designation of isolated Business/ Industrial Districts.

While seeking to limit isolated Business/ Industrial uses, this Plan also recognizes the concerns of property owners to continue existing businesses at those locations as non-conforming uses. Discussion included designation of certain businesses and nonconforming uses. However, owners were concerned about the ability to obtain financing in the future. This Plan seeks to reach a compromise.

Policy LU 25.1 B/I 3.1

Isolated Business/ Industrial ~~zones~~ activities are designated to reflect historical use and the designation should not be expanded.

~~The overall framework of the Plan is to concentrate Business/ Industrial activity at Day Road and to acknowledge the existing, isolated Business/ Industrial activity.~~

Residential Open Space

GOAL LU-26 1

Adopt a conservation strategy to p~~Preserve the open space area outside Winslow and the Neighborhood Service Centers through a development land use pattern which will that enhances the character of the area – forested areas, meadows, farms, narrow roads bordered by dense vegetation scenic and winding roads that support all forms of transportation – and the valuable functions the open space area serves on the Island (i.e., aquifer recharge, fish and wildlife habitat, recreation).~~

Preservation and protection of the open space area is also addressed elsewhere in this Element of the Plan in the Environmental, Greenways, Forest Lands and Agricultural Lands sections.

Policy LU 26.1 OS 1.1

Protect open space, critical areas, and agricultural uses through public and private initiatives, including open space tax incentives, cluster development, PUDs, transfer and purchase of development rights, public land acquisition, greenways, conservation easements, landowner compacts, limiting the amount of lot coverage, and other techniques.

Policy LU 26.2 OS 1.2

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

Discussion: The proliferation of approved short plats and the existence of standard subdivisions on the Island present a major obstacle to the preservation of the Island's character and the protection of its natural systems. The City should encourage the creation of landowner compacts where adjacent landowners collectively aggregate and develop their properties under a unified development plan. This could involve innovative, joint partnerships between nonprofit organizations and developers interested in preserving open space and promoting sensitive development. The City should work with nonprofit agencies to identify techniques for establishing landowner compacts and potential lands that could be aggregated under a compact.

Policy LU 26.3 OS 1.3

To reflect the policies in the Housing Element to provide for a variety of housing options in areas designated for residential development, including residential open space, accessory dwelling units shall be considered allowed uses in all residential zoning districts except R-6. (See Housing Element policy H 3.2)

Policy LU 26.4 OS 1.4

Existing vegetated buffers should be retained and augmented where necessary to preserve the Island's character and the forested view from the road.

Policy LU 26.5 OS1.5

New development should strive to be responsive to the natural landscape and should be sited so as to have the least visual and environmental impact on the Island landscape. Features which enhance the Island's character, such as barns, fences, fruit or agricultural stands, should be retained and encouraged.

Policy LU 26.6 OS1.6

Tree-covered hillsides and hilltops, particularly ridge lines so valued by the community, shall be particularly protected for their visual and aesthetic benefits to the Island as well as their functions as wildlife habitat and erosion and runoff retardation.

Policy LU 26.7 OS1.7

Water or wastewater infrastructure, which may contribute to system capacity exceeding local need, shall not be used to justify development counter to the City-wide land use policies.

Policy LU 26.8 OS1.8

Development should be designed and located so as to avoid or minimize potential conflicts with agricultural activities, and right-to-farm ordinances must be recognized by any development located adjacent to agricultural land.

OS 1.9

~~The City shall develop a Flexible Lot Design Subdivision process that integrates a cluster-zoning requirement in the subdivision process and ensures that the approval process is timely and efficient.~~

~~**Discussion:** This process would permit development flexibility that will encourage a more creative approach than lot by lot development, including lot design, placement of buildings,~~

use of open spaces, and circulation that best addresses the site characteristics of geography, topography, size, or shape. This method permits clustering of lots, with a variety of lot sizes, to provide open space and protect the Island's natural systems. The criteria for the layout and design of lots, including a minimum lot size for each zone, would be set out in the zoning ordinance.

OS 1.10

In designing a Flexible Lot Design Subdivision process, areas of site disturbance shall be laid out in consideration of the following criteria:

- Location of the most suitable soils for individual, on-site septic systems.
- Location of greenway overlay.
- Location of scenic views from the roadway.
- Location of wooded slopes — trees should not be removed from ridges and structures should not be placed on ridge lines.
- Establishment of perimeter buffers.
- Segregation of farmland.
- Encourage common access.

OS 1.11

The Flexible Lot Design Subdivision shall include:

- Adequate open space — open space should be of a quality, quantity, and configuration to ensure that a significant portion of the site is designated for conservation, passive recreation, and active recreation (where appropriate), and that the open space is reasonably related to all house lots.
- Consideration for dedication of open space for public use.
- Protection of critical areas.
- Preservation of significant trees.
- Creative site design including placement of structures, circulation systems, and utilities that minimize land alteration (e.g., a variety of lot sizes, building types, scale, and design to reduce the bulk of structures).
- Pedestrian orientation, including trails and walking paths.
- Adequate provision of public facilities and amenities.
- Preservation of natural features.
- Preservation or creation of farmland.
- Limited impervious surface/area of site disturbance.
- Public waterfront access and/or view.

OS 1.12

Land that is designated as permanent open space within Flexible Lot Design Subdivisions shall be used only for recreational, conservation, or agricultural use. This land shall be:

- Owned jointly or in common by the owners of the building lots.
- Dedicated to the City, Park District, or to a private, nonprofit organization, subject to acceptance.
- Retained by the original landowner and protected through a permanent conservation easement.

GOAL 2

Create a Critical Areas Overlay District to protect sensitive areas through TDRs, flexible lot design, and through reducing development pressure within the open space area.

OS 2.1

The Critical Areas Overlay District is designated for areas which may have limited development potential due to environmental sensitivity, including critical aquifer recharge areas, and priority wetlands. These areas should be included as primary sending areas for TDRs. These areas will be shown on the Land Use Map as a Critical Areas Overlay District.

Discussion: Under the Agricultural Lands policies, a farm owner outside of the designated TDR Sending Area would be able to opt into the TDR program. (See Agricultural Lands Policy.)

OS 2.2

The Critical Areas Overlay District is limited to activities compatible with the conservation and protection of sensitive areas, including residential use, passive recreation, and agriculture, using Best Management Practices.

OS 2.3

Because of the sensitivity of land within the Critical Areas Overlay District, use of TDRs and other means of preservation are preferable to site development and should be implemented wherever possible.

OS 2.4

Properties within the Critical Areas Overlay District retain the underlying zoning, but are subject to the requirements of the Overlay District. The Overlay District is intended to encourage a pattern of development which will protect and enhance the sensitive areas. The property owner may choose one of several techniques to realize development potential on the site:

- 1) An applicant may choose to use the Flexible Lot Design Process to accommodate innovation, creativity, and design flexibility, and to achieve a level of environmental protection that would not be possible by typical lot-by-lot development, but shall not exceed the underlying base density.
- 2) An applicant may choose to transfer the development rights of the parcel to preserve the land as open space. Under this option, the development rights would be calculated assuming the development potential allowed by the zoning district.

GOAL LU-27 3

Preserve the character of the interior areas of Bainbridge Island through establishment of an Open Space Residential District.

Policy LU 27.1 OS-3.1

The Open Space Residential District is designated for less intensive, residential development and a variety of agricultural and forestry uses.

Policy LU 27.2 OS-3.2

Residential development ~~shall~~ should be compatible with the preservation of open space, forestry, agricultural activities, and natural systems. Accessory farm buildings and uses are allowable.

Policy LU 27.3 OS-3.3

The overall density for residential use ~~shall be~~ is a maximum of one unit per 2.5 acres. However, the landscape should maintain the natural and scenic qualities of the Island.

OS 3.4

~~Development of the 40 acres of City-owned land located on Vincent Road (former site of the County landfill) SHALL/SHOULD be subject to a comprehensive and coordinated planning process that addresses such issues as, but is not limited to, compatibility and location of current and proposed uses, on-site circulation, off-site pedestrian connections, public amenities, landscaping, lighting and traffic. The planning process SHALL/SHOULD include a public outreach program that seeks the participation and input of both the immediate neighborhood and the larger Island-wide community.~~

GOAL LU-28 4

The Residential-1 (R-1) and Residential-2 (R-2) Districts are intended to recognize an existing development pattern in the Open Space areas of the Island.

Policy LU 28.1 OS-4.1

The R-1 District is intended to recognize an existing development pattern of one unit per acre.

Policy LU 28.2 OS-4.2

The R-2 District is intended to recognize an existing development pattern of two units per acre.

Policy LU 28.3 OS-4.3

The City should consider the development of subarea plans that establish land use policies and development standards tailored to the individual communities. Neighborhood participation in development of subarea plans should be encouraged.

GOAL LU-29 5

Maintain and enhance the unique character of Fort Ward Planning Area (see Figure 4A) ~~due to recognize~~ the history and natural landscape of the area and the sense of community that exists, including an open space system made up of wetlands, a neighborhood park, the historic marching fields, unbuildable slopes and the State Park (see Figure 4B). The Fort Ward Action Plan is a part of the Plan (Appendix XX).

OS 5.1

~~Through an LID, grants or public or private funding sources, if funding occurs, or through the use of such techniques as cluster development or transfer of development rights within the Fort Ward area:~~

- ~~1) Preserve the parade marching fields as public open space, as well as street, trail and sidewalk improvements identified in the Fort Ward Action Plan, and~~
- ~~2) Protect and enhance the wetlands and associated buffers for a new community park which will include the natural systems from Kitsap Avenue, southwest past Belfair, as identified in the Fort Ward Action Plan.~~

~~Establish a mechanism to expedite the necessary changes to the Bainbridge Island Municipal Code to allow:~~

- ~~1) Transfer of density from the wetland area or parade grounds to elsewhere within the Fort Ward Core Area as shown on Figure 4A.~~
- ~~2) Replatting of the wetland area to avoid, as much as possible, development in the wetlands and buffer area and to preserve the parade grounds.~~
- ~~3) Development of a wetland overlay master plan to include a landscape reclamation plan, planting alternatives, access, use, drainage and building envelopes.~~

~~After years of limited development, Fort Ward could be facing a dramatic increase in construction of new residential development. Many of the undeveloped lots in the Fort Ward planning area are non-conforming due to their small size. Many of these lots contain wetland or buffer area and may be developed using the Reasonable Use Exception of the Bainbridge Island Municipal Code. This policy provides mechanisms to minimize the impacts of future development on the wetlands. The parade grounds are an important historical feature of Fort Ward and a focal point of the community that also provides recreational opportunities for the residents of Fort Ward. This policy provides mechanisms to further maintain and enhance the unique character, historical value, sense of community and natural landscape of the Fort Ward Planning Area.~~

OS 5.2

~~In order to preserve historic structures within the Fort Ward Historic District, as shown on Fort Ward Navy Additions Map Figure 4C:~~

- ~~1) The original density for Buildings E, 13, 18, 19, 20, 21, 46, 47, 48, 49, 50, and 51 and the existing density of Buildings B and C (10 units in total), Building 60 (12 units) and Building 65 (19 units) SHALL/SHOULD be permitted if the structure is maintained in a manner that would preserve the building's historic character and any renovation is conducted in accordance with a standard designated by the City; and~~
- ~~2) Building 16 SHALL/SHOULD be designated as appropriate for multi-family use of up to 8 dwelling units, provided that a portion of the building is dedicated as a community meeting place.~~

Policy LU 29.1 OS 5.3

Where possible, create tax incentives and encourage private purchase and renovation of historic structures. Transfer density within the Fort Ward Study Area as incentives for the preservation of historic structures.

~~OS 5.4~~

~~Develop specific design and development guidelines that recognize the unique qualities of the Fort Ward District and respond to the scale and natural features of the lots.~~

~~OS 5.5: MOVE POLICY TO HOUSING ELEMENT~~

~~Maintain housing opportunities for a range of economic levels. Provide exceptions to the design guidelines in order to meet the American with Disabilities Act while maintaining the character of the community.~~

Historic Preservation**GOAL LU-30-1**

Maintain and Support a Historic Preservation Program– A successful historic preservation program requires on-going support of the community, as well as the City government and its designated department.

Policy LU 30.1 ~~HP 1.1~~

The City shall maintain its status as a Certified Local Government (CLG), thereby promoting collaboration among City departments, boards and commissions.

Policy LU 30.2 ~~HP 1.2~~

The City and its HPC ~~shall~~should regularly review the local historic preservation ordinance and update where necessary to assure that it achieves the Comprehensive Plan's goals and policies.

Policy LU 30.3 ~~HP 1.3~~

The City and the HPC ~~shall~~should develop the City's preferred method of project compliance review and reporting, consistent with state laws and local ordinances.

Policy LU 30.4 ~~HP 1.4~~

The City and HPC shall coordinate with tribal communities and other interested stakeholders who have an interest in historic resources on the Island.

GOAL LU-31-2

Identification and Evaluation of Historic Resources – Historic property inventory and context statements inform planning efforts by identifying areas where resources worthy of preservation exist or are likely to occur.

Policy LU 31.1 ~~HP 2.1~~

The City and HPC shall recognize historic resources listed on, or eligible for, the local registry as significant historic properties.

Policy LU 31.2 ~~HP 2.2~~

The City and HPC shall continue to inventory historic resources, thereby maintaining an up-to-date site database using the latest affordable technologies available.

Policy LU 31.3 HP-2.3

The City and HPC ~~shall~~ should continue to support and expand the Local Historic Register program.

Policy LU 31.4 HP-2.4

The City and HPC ~~shall~~ should develop protocols for the consistent evaluation of historic resources on the Island.

Policy LU 31.5 HP-2.5

The City and HPC shall define and identify its “iconic” structures and sites (those intended for permanent preservation), which are deemed essential elements of the community’s character, history and identity.

GOAL LU-32-3

Preservation and Enhancement of Historic Resources – An effective historic preservation program provides meaningful practical incentives and policies for property owners and developers to preserve historic resources.

Policy LU 32.1 HP-3.1

The City shall encourage preservation of existing historic structures and sites as an important tool in building a sustainable and unique community.

Policy LU 32.2 HP-3.2

~~The City shall~~ Encourage the preservation, rehabilitation and restoration of existing structures through the adoption and implementation of the International Existing Building Code (IEBC).

Policy LU 32.3 HP-3.3

~~The City and HPC shall~~ Collaborate with the Historic Preservation Commission Design Review Board to develop design guidelines for projects within or adjacent to significant historic properties and/or neighborhoods to ensure compatible development.

Policy LU 32.4 HP-3.4

~~The City and HPC shall~~ Develop guidelines to ensure review of potential direct and indirect impacts to significant historic properties when planning and/or permitting projects.

Policy LU 32.5 HP-3.5

~~The City and HPC shall~~ Identify and support practical owner/operator economic incentives and policies to encourage the rehabilitation and preservation of significant historic resources.

Policy LU 32.6 HP-3.6

~~The City shall~~ Engage in cooperative efforts with owners to encourage the preservation of historic resources.

GOAL LU-33-4

Public Participation – Establishing a broad base of support from citizens and their city government will strengthen the community’s commitment to historic preservation.

Policy LU 33.1 ~~HP 4.1~~

The City and HPC shall ~~support~~ support an on-going education program to increase awareness of the historic resources on the Island.

Policy LU 33.2 ~~HP 4.2~~

The City and HPC shall ~~support~~ support efforts to publicly recognize preservation efforts within the Island community.

Policy LU 33.3 ~~HP 4.3~~

The City and HPC shall collaborate with interested stakeholders to promote historic preservation on the Island.

Policy LU 33.4 ~~HP 4.4~~

The City and HPC shall identify, and give public access to, an appropriate repository for curating historic preservation records and documentation.

Siting of Essential Public Facilities

GOAL LU-34-1

The needs of the community shall should be met by providing essential public facilities and services that are equitably distributed throughout the community; that are located and designed to be safe and convenient to the people they serve; that provide flexibility of use and maximum efficiency; and that are compatible with adjacent uses, the environment, and preservation of public health and safety.

~~Discussion:~~ The Growth Management Act requires that all jurisdictions planning under the Act must provide a process for siting essential public facilities such as airports, correctional facilities, sewage treatment plants. These goals and policies are intended to guide the siting process, and therefore, in accordance with RCW 36.70A.200(2), they do not preclude the siting of essential public facilities. Site specific consideration of a proposed essential public facility would occur during the development application review process.

Policy LU 34.1 ~~PF 1.1~~

The City shall should develop a list of essential public facilities of a local nature that may potentially be sited on Bainbridge Island and coordinate with the Kitsap Regional Coordinating Council in the development of a list of state and countywide public facilities.

Policy LU 34.2 ~~PF 1.2~~

When an essential public facility of a statewide or countywide nature is proposed for Kitsap County, the City shall should appoint representatives as members of the Facility Analysis and Site Evaluation Advisory Committee or any other established siting committee to evaluate proposed public facility siting.

Policy LU 34.3 PF-1.3

New essential public facilities shall not be located in designated resource lands; and critical areas, ~~or other areas where the siting of such facilities would be incompatible.~~

GOAL LU-35 2

The process for siting essential public facilities ~~shall~~ should create an environment of cooperation and include adequate and early public review to promote trust between government agencies and the community.

Policy LU 35.1 PF-2.1

If an essential public facility is proposed for Bainbridge Island that is an “essential public facility,” as defined in RCW 36.70A.200, the City Mayor ~~shall~~ should create ~~appoint,~~ ~~and the City Council confirm,~~ a Facility Analysis and Site Evaluation Committee composed of citizens, City staff, elected officials and appropriate technical experts which ~~shall~~ should consider in determining a recommendation to City Council, at a minimum, the following:

- Analysis of the need for such facility;
- The development of specific siting criteria for the proposed project;
- Identification, analysis, and ranking of potential sites;
- Consistency with the goals and policies of the City’s Comprehensive Plan;
- Identification of potential physical impacts including, but not limited to, those relating to land use, the environment, transportation, utilities, noise, odor and public safety;
- Identification of potential cumulative impacts, including the likelihood of a related development locating in proximity to the proposed essential public facility;
- Identification of potential fiscal impacts to the local economy; and
- Measures to minimize and/or mitigate such impacts.

Policy LU 35.2 PF-2.2

The City or other government agency, if responsible for construction of an essential public facility, shall develop a community notification and communications plan that will ensure ongoing contact with the community during the planning and construction phase of a project. The plan should include identification of all departments that will play a role in the planning or construction of an essential public facility; identify other governmental regulatory requirements; identify strategies for coordinating interdepartmental and interagency activities and strategies for responding to emergency or problem situations; and identify a conflict resolution process.

EXISTING CONDITIONS

Note: this section moved to Appendix

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: 2015-2018 WestNET Drug Task Force Interlocal Agreement	July 7, 2015
Agenda Item: Staff Intensive	Bill No.: AB 15-114
Proposed By: Chief Matthew Hamner	Referral(s):

BUDGET INFORMATION

Department: Public Safety	Fund: N/A	Munis Contract # N/A
Expenditure Req: N/A	Budgeted? ☐ Yes ☒ No	Budget Amend. Req? ☐ Yes ☒ No

REFERRALS/REVIEW

Study Session: June 16, 2015	Recommendation: Forward to June 23, 2015 Consent Agenda
Business Meeting: June 23, 2015	Recommendation: Reschedule to July 7, 2015 Meeting
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒ Yes ☐ No ☐ N/A
	Finance ☒ Yes ☐ No ☐ N/A

DESCRIPTION/SUMMARY

Action Item:

Consider approving the 2015-2018 WestNET Drug Task Force Interlocal Agreement.

History:

The purpose of this agreement is to provide for and regulate the joint efforts of the City, County, State, and Federal law enforcement to combat violations of controlled substance laws within the contracting jurisdictions for their mutual advantage. In order to accomplish this purpose, the task force and advisory board does and must operate confidentially and without public input. The parties do not intend to create, through this Agreement, a separate legal entity subject to suit.

The Bainbridge Island Police Department desires to enter into an agreement and intends to assign a full-time investigator to work in the task force as the drug enforcement needs require and departmental staff levels permit. Each jurisdiction pays all costs associated with its officers and equipment when assigned to the task force.

At the June 23, 2015, City Council requested additional time to review public comment received and asked to reschedule the item to the next meeting.

RECOMMENDED ACTION

Motion:

I move that the City Council approve the 2015-2018 WestNET Drug Task Force Interlocal Agreement and authorize City Manager Schulze and Police Chief Hamner to execute the agreement.

**Kitsap County Sheriff's Office
614 Division Street
Port Orchard, WA 98366**

INTERLOCAL DRUG TASK FORCE AGREEMENT

This Interlocal Agreement is made and entered into pursuant to the provisions of Chapter 39.34 RCW, this 30th day of June, 2015, by and between the Counties of Kitsap, Pierce and Mason and the Cities of Bainbridge Island, Bremerton, Port Orchard, Poulsbo, Shelton, and the Washington State Patrol and Naval Criminal Investigative Service.

RECITALS:

1. The high level of illegal sale and use of controlled substances in the Counties of Kitsap, Pierce and Mason and the Cities of Bainbridge Island, Bremerton, Port Orchard, Poulsbo and Shelton has had increasingly serious and adverse effects on the quality of life in these counties and cities.

2. These counties and cities have, in recent years, found it necessary to spend even greater resources in fighting the problems caused by the illegal sale and use of controlled substances.

3. The parties desire to enter into an agreement in order to centralize supervision and enhance the efforts of the law enforcement agencies to combat controlled substance trafficking.

4. Chapter 39.34 RCW provides that local jurisdictions may enter into cooperative agreements for their mutual advantage.

Now, therefore, the parties hereto, through their respective legislative bodies, do hereby agree as follows:

SECTION 1. DEFINITIONS.

For purposes of this agreement:

- a. "Agency" and "agencies" means the member agencies of the Drug Task Force, those being the Sheriff Offices of Kitsap, Pierce and Mason Counties and the Cities of Bainbridge Island, Bremerton, Port Orchard, Poulsbo, Shelton and the Washington State Patrol and Naval Criminal Investigative Service.
- b. "Advisory Board" means the representative body for the Drug Task Force and shall consist of the Chiefs of Police of the Cities of Bainbridge Island, Bremerton, Port Orchard, Poulsbo and Shelton, the Sheriffs and Prosecutors of the Counties of Kitsap, Pierce and Mason, and the Chief of the Washington State Patrol and Supervisor in charge of the Naval Criminal Investigative Service.
- c. "Jurisdictions" means the Cities of Bainbridge Island, Bremerton, Port Orchard, Poulsbo and Shelton, the Counties of Kitsap, Pierce and Mason, and the State of Washington.
- d. "Drug Task Force" means a drug enforcement agency created by this agreement.
- e. The "WestNET Fund" means the account within the Kitsap County Treasurer's Office, which is administered by the Kitsap County Sheriff for the purpose of receipt and disbursement of drug forfeiture funds and court ordered contributions in accordance with section 7 of this agreement.
- f. "Drug Task Force Operations Fund" or "Operations Fund" means the fund administered by one of the member agencies for the purpose of receipt and disbursement of monies from the "WESTNET Fund" for day-to-day operational purposes of the Task Force.
- g. "Task Force Operation" means any drug law enforcement activity in which an officer assigned to the Task Force takes an active part. Task Force operations may also

include controlled substance law enforcement activity in which the Task Force member's sole participation was to supply intelligence information to the arresting agency, or in which the Task Force provided follow-up support such as evidence processing, case preparation, warrant request, or follow-up investigation, if such intelligence or ancillary support is deemed substantial by the Advisory Board. In its reviewing capacity as described in Section 6.a, the Board shall determine whether such intelligence or ancillary support in any given case has been substantial so as to make the activity a Task Force operation.

h. "Task Force Coordinator" means a Kitsap County Sheriff's Office Lieutenant or above elected by the Board.

SECTION 2. PURPOSE.

The purpose of this agreement is to provide for and regulate the joint efforts of the City, County, State and Federal law enforcement to combat violations of controlled substance laws within the contracting jurisdictions for their mutual advantage. In order to accomplish this purpose the task force and advisory board does and must operate confidentially and without public input. The parties do not intend to create through, this Agreement, a separate legal entity subject to suit.

SECTION 3. GENERAL DUTIES OF THE PARTIES.

a. The County of Kitsap, through its Sheriffs Office, the County of Pierce, through its Sheriffs Office, the County of Mason, through its Sheriffs Office, the City of Bainbridge Island, through its Police Department, the City of Bremerton, through its Police Department, the City of Port Orchard, through its Police Department, the City of Poulsbo, through its Police Department, the City of Shelton, through its Police Department and the Washington State Patrol and Naval Criminal Investigative Service

shall assign such full time investigators to work in the task force as the drug enforcement needs require and the respective departmental staff levels permit.

b. Each jurisdiction shall pay all costs associated with its officers and equipment when assigned to the Task Force. The Washington State Patrol will contribute a supervisor and pay all related costs associated with its officer and equipment.

c. Each contributing agency shall act as an independent contractor and not as employee of the Task Force or of another party to this agreement. As such, each party shall not have the authority to bind other parties nor control employees of other parties, contractors or other entities.

d. Pursuant to RCW 10.93.040, personnel assigned to the Task Force shall be considered employees of the contributing agency, which shall be solely and exclusively responsible for that employee. All rights, duties and obligations of the employer shall remain with the contributing agency. The personnel assigned by the contributing agencies shall continue under the employment of that agency for purposes of any losses, claims, damages, or liabilities arising out of or related to the services provided to the Task Force or the activities of the Task Force. Each agency agrees to hold harmless, defend, and indemnify the other parties in the Task Force in any action arising from the negligence of the employees of that agency including all costs of defense including attorney's fees.

e. The Office of the Kitsap County Prosecutor shall, in addition to its normal duties in the prosecution of Kitsap County felony drug violations, represent the Cities, Kitsap County, and the State in real and personal property forfeitures and drug nuisance abatement proceedings initiated by Task Force assigned personnel. The parties agree that

the Office of the Kitsap County Prosecutor shall receive as reimbursement for such representation a sum equal to ten percent (10%) of the drug forfeiture cash and cash proceeds from sales of property forfeited as a result of such representation, provided, however, that such reimbursement shall not exceed the annual salary and benefits of a Grade Q02, Step 3 Deputy Prosecuting Attorney. Such reimbursement shall be disbursed to the Office of the Kitsap County Prosecuting Attorney upon the final conclusion, including any appeal, of each forfeiture proceeding referenced above. We understand that the Deputy Prosecuting Attorney assigned to represent the parties in the Task Force may also, upon agreement by the respective elected Prosecuting Attorney's in Pierce and Mason County, represent the parties in the Task Force in forfeiture proceedings in that county as a special Deputy Prosecuting Attorney.

f. Pursuant to RCW 10.93.070, law enforcement personnel assigned on a full or part-time basis to the task force shall have full police powers within the geographical area of Kitsap, Pierce and Mason Counties. Personnel assigned to the Task Force shall conform to their agency's rules and regulations, as well as Task Force Operating Guidelines. All disciplinary matters will be the responsibility of the individual agencies.

g. Reports of Task Force Operations shall be generated and maintained as a Kitsap County Sheriff's Office record.

SECTION 4. DURATION.

This agreement shall take effect on July 1st, 2015 and terminate on June 30th, 2018 provided; however, this agreement may be renewed annually by mutual agreement of the parties.

SECTION 5. GENERAL ADMINISTRATION.

a. The Kitsap County Sheriff shall administer the WestNET Fund in accordance with applicable laws, this Agreement and any other mutually agreed Operating Guidelines. The Task Force Operations Fund shall be administered by the Task Force Coordinator or designee in accordance with the State Auditor's accounting standards for imprest investigative funds and such other standards as the Advisory Board may prescribe.

b. The Advisory Board shall meet at least quarterly, provide guidance to the Task Force coordinator and supervisors, and supervise the use of the WestNET Fund and Operations Fund. Each member of the Advisory Board shall have an equal voice, as long as the agency has at least one full time investigator assigned to WestNET, in all Board matters.

c. The Advisory Board shall appoint a Task Force Coordinator to supervise the daily operations of the Task Force according to this Agreement and the Operating ~~Rules~~ Guidelines of the Task Force.

d. The Advisory Board or designee shall have the authority to apply on behalf of the Task Force for such grant funds as may be available from federal, state, or private sources, for the furtherance of Task Force objectives.

SECTION 6. PROPERTY AND EQUIPMENT.

a. The Advisory Board or designee shall determine whether property seized and forfeited in a Task Force operation is to be retained for use by the Task Force or sold to generate cash for Task Force purposes. All cash proceeds from such sales of forfeited

property shall be promptly deposited in the WestNET Fund, as shall all cash seized and forfeited in a Task Force operation.

b. All cash, property and proceeds from property forfeited pursuant to RCW 69.50.505 by Task Force Operations shall be managed and disbursed only as provided in said RCW 69.50.505. In the event that the Task Force otherwise acquires any equipment; the parties agree to use the equipment only for such law enforcement purposes as are established by the Advisory Board.

c. Upon dissolution of the Task Force, all property, provided to the Task Force by the participating agencies and all forfeited property, other than money, remaining in the Task Force's possession shall be returned to the respective contributing agencies. Any Task Force-owned property and other cash or cash proceeds remaining in the possession of the Task Force (including monies in the WestNET Fund) shall be divided as follows: ten percent shall go to the Kitsap County Prosecutor as attorney for the Task Force; ten percent to the Washington State Patrol; eighty percent shall be allocated pro-rata between the Cities and the Counties according to the number of officer months spent in Task Force service by support, operational and command personnel of their respective police agencies, during the term of this agreement.

d. Notwithstanding the termination of this Agreement and distribution of Task Force properties as herein described, such property and monies shall remain subject to the use restrictions of RCW 69.50.505 in the hands of each party until fully expended for the law enforcement purposes permitted in said RCW 69.50.505.

SECTION 7. HANDLING OF FUNDS.

a. The WestNET Fund shall be held by the Kitsap County Treasurer, who will disburse the fund according to such standards and direction as the Advisory Board shall provide. All interest earned on monies in the fund shall be credited to the fund and remain therein until disbursed according to this agreement.

b. The Task Force Coordinator or designee shall maintain a fund of ready cash so that day-to-day needs of the Task Force can be met. This shall be called the Task Force Operations Fund and shall be limited in amount to \$25,000.00, or such other limit as the Advisory Board shall permit. The Operations Fund may be kept and maintained at such location and in such manner as the Task Force Coordinator or designee shall determine, subject to the Washington State Auditor's standards on imprest investigation funds and such other requirements as the Advisory Board may establish.

c. In accordance with RCW 69.50.505, cash proceeds from the sale of drug forfeiture property seized by WestNET shall be delivered to the Kitsap County Treasurer and shall be deposited in the WestNET Fund. The State's share shall be remitted to the Washington State Treasurer, as required by the statute. A copy of the Kitsap County Treasurer's receipt and transmittal form for each such deposit, identifying the forfeiture case by name and/or number, shall be promptly provided to the Task Force Coordinator or designee.

d. In order to ensure compliance with this agreement, the parties agree that all forfeitures made pursuant to RCW 69.50.505 by each party shall be made available upon a reasonable request for disclosure by the Advisory Board.

e. Kitsap County, Pierce County, Mason County, the City of Bainbridge Island, the City of Poulsbo, the City of Port Orchard, the City of Bremerton, the City of Shelton, and the Washington State Patrol currently may assign a detective and/or supervisor to the task force. The Advisory Board agrees to reimburse Kitsap County, Pierce County, Mason County, the City of Bainbridge Island, the City of Poulsbo, the City of Port Orchard, the City of Bremerton, the City of Shelton and the Washington State Patrol for overtime wages up to \$10,000.00 dollars per year for each full-time detective(s) and/or supervisor.

Kitsap County, Pierce County, Mason County, the City of Bainbridge Island, the City of Poulsbo, the City of Port Orchard, the City of Bremerton, the City of Shelton and the Washington State Patrol agree that this interlocal agreement is subject to the terms and conditions of the agreement to reimburse wages/benefits and overtime wages up to a limit as determined by the Advisory Board; that this interlocal agreement is contingent upon continued operation of the task force; that any party may withdraw from the interlocal agreement upon thirty days written notice to each of the other parties; and that funding is subject to fund availability in the WestNET Fund.

f. The Naval Criminal Investigative Service Northwest Field Office as a Federal Law Enforcement Agency is prohibited from providing any form of funding to the WESTNET Fund or the Drug Task Force Operations Fund for the purpose of financially supporting the drug task force, nor can be obligated in the future for any claims against these two funds. In addition, the Naval Criminal Investigative Service and its employees will not receive any form of financial reimbursement from the two funds for any purpose. The disbursement of seized property or assets to the Naval Criminal Investigative Service

will only be considered after a legal review by the Inspector General, Naval Criminal Investigative Service Headquarters.

SECTION 8. AMENDMENT.

This agreement may be amended from time to time as deemed appropriate by the parties, PROVIDED, any such amendment shall become effective only after it has been adopted in writing by each of the parties.

SECTION 9. INTEGRATION.

This agreement contains all the terms and conditions agreed upon by the parties, except necessary operational agreements between the law enforcement agencies of the respective jurisdictions in furtherance hereof. No other understanding, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind either of the parties.

SECTION 10. TERMINATION.

Any party may withdraw from this agreement upon thirty (30) days notices in writing, given to each of the other parties.

SECTION 11. RECORDING WITH AUDITOR.

This agreement shall be recorded with the Kitsap County Auditor upon written final approval of the parties.

COUNTY OF KITSAP

APPROVED:

APPROVED AS TO FORM:

GARY SIMPSON,
Kitsap County Sheriff

Deborah Boe
Deputy Prosecuting Attorney

Dated: _____

Dated: _____

APPROVED:

Kitsap County Board of Commissioners
Port Orchard, Washington

CHARLOTTE GARRIDO, Commissioner

Dated: _____

ED WOLFE, Commissioner

Dated: _____

ROBERT GELDER, Commissioner
Chairman of the Board

Dated: _____

ATTEST

Clerk of the Board

Dated: _____

COUNTY OF MASON

APPROVED:

APPROVED AS TO FORM:

CASEY SALISBURY
Mason County Sheriff

MICHAEL DORSEY
Mason County Prosecuting Attorney

Dated: _____

Dated: _____

APPROVED:

Mason County Board of Commissioners
Shelton, Washington

RANDY NEATHERLIN, COMMISSIONER

Dated: _____

TIM SHELDON, COMMISSIONER

Dated: _____

TERRI JEFFREYS, COMMISSIONER

Dated: _____

ATTEST

Clerk of the Board

Dated: _____

CITY OF PORT ORCHARD

APPROVED:

APPROVED:

GEOFFREY MARTI, Chief of Police

TIM MATTHES, Mayor

Dated: _____

Dated: _____

APPROVED AS TO FORM:

ATTEST:

GREGORY A. JACOBY, City Attorney

BRANDY RINEARSON, City Clerk

Dated: _____

Dated: _____

CITY OF SHELTON

APPROVED:

APPROVED:

DARRIN MOODY,
Chief of Police

GARY CRONCE, Mayor

Dated: _____

Dated: _____

ATTEST:

VICKI LOOK, City Clerk

Dated: _____

CITY OF BREMERTON

APPROVED:

APPROVED:

STEVEN STRACHAN, Chief of Police

PATTY LENT, Mayor

Dated: _____

Dated: _____

APPROVED AS TO FORM:

ATTEST:

ROGER LUBOVICH, City Attorney

SHANNON L. CORIN, City Clerk

Dated: _____

Dated: _____

WASHINGTON STATE PATROL

APPROVED:

JOHN R. BATISTE, Chief

Dated: _____

APPROVED AS TO FORM:

Assistant Attorney General

Dated: _____

BUDGET and FISCAL SERVICES

By: _____

Dated: _____

CITY OF BAINBRIDGE ISLAND

APPROVED:

APPROVED:

MATTHEW HAMNER, Chief of Police

DOUGLAS SCHULZE, City Manager

Dated: _____

Dated: _____

COUNTY OF PIERCE

APPROVED:

APPROVED:

PAUL A. PASTOR
Pierce County Sheriff

JOYCE McDONALD
Council Chair

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM:

Clerk of the Council

Deputy Prosecuting Attorney

Date: _____

Dated: _____

CITY OF POULSBO

APPROVED:

APPROVED:

ALAN TOWNSEND, Chief of Police

BECKY ERICKSON, Mayor

Dated: _____

Dated: _____

APPROVED AS TO FORM:

ATTEST:

JIM HANEY, City Attorney
OGDEN MURPHY WALLACE, P.L.L.C.

NICOLE STEPHENS, City Clerk

Dated: _____

Dated: _____

NAVAL CRIMINAL INVESTIGATIVE SERVICE

APPROVED:

RONALD A. BELTZ
Special Agent in Charge

Dated: _____

APPROVED AS TO FORM:

Assistant Attorney General

Dated: _____

CITY OF BAINBRIDGE ISLAND CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Ordinance No. 2015-07 Relating to Transportation Impact Fees	Date: July 7, 2015
Agenda Item: Staff Intensive	Bill No.: AB 15-048
Proposed By: Public Works Director Barry Loveless	

BUDGET INFORMATION

Depart/Fund: N/A

REFERRALS/REVIEW

Study Session:	Recommendation:		
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒ Yes ☐ No ☐ N/A	Finance ☒ Yes ☐ No ☐ N/A	

DESCRIPTION/SUMMARY

Action Item:

Consider placement of Ordinance No. 2015-07, relating to Transportation Impact Fees and adding BIMC Section 15.30 on the July 21, 2015 unfinished business agenda.

Background:

The 2004 Island-wide Transportation Plan identified traffic transportation impact fees as a potential revenue source to provide for transportation improvements to accommodate future growth. More recently, members of City Council expressed interest in studying transportation impact fees; therefore, this item was added to the City's 2014 Work Plan.

At the March 10, 2015 City Council meeting, city staff and Consultant Transportation Solutions, Inc. (TSI) presented an update on the *Transportation Impact Fee Rate Analysis* report prepared by TSI dated March 2015.

The attached ordinance is a result of a combination of recommendations received from the 2004 Island-wide Transportation Plan and comments received from the more recent March 10th City Council meeting.

RECOMMENDED ACTION

Motion:

I move that the City Council forward Ordinance No. 2015-07, relating to Transportation Impact Fees and adding Section 15.30 of the Bainbridge Island Municipal Code (BIMC) to the July 21, 2015 unfinished business agenda.

ORDINANCE NO. 2015-07

AN ORDINANCE of the City of Bainbridge Island, Washington, adopting a new Chapter 15.30, Transportation Impact Fees, of the Bainbridge Island Municipal Code.

WHEREAS, the 2004 Island-wide Transportation Plan identified traffic impact fees as a potential revenue source to provide for transportation improvements to accommodate future growth; and

WHEREAS, in 2014, members of City Council expressed interest in studying transportation impact fees; therefore, this item was added to the City's 2014 Work Plan; and

WHEREAS, at the March 10, 2015 City Council meeting, City staff and Consultant Transportation Solutions, Inc. (TSI) presented an update to the City Council on the *Transportation Impact Fee Rate Analysis* report prepared by TSI; and

WHEREAS, this ordinance is a result of a combination of recommendations by the 2004 Island-wide Transportation Plan and comments received at the March 10, 2015 City Council meeting;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND, WASHINGTON, DO ORDAIN AS FOLLOWS

Section 1. A new Chapter 15.30 of the Bainbridge Island Municipal Code, Transportation Impact Fees, is hereby adopted to read as follows:

Chapter 15.30 TRANSPORTATION IMPACT FEES

Sections:

15.30.010	Purpose and intent.
15.30.020	Findings and authority.
15.30.030	Definitions.
15.30.040	Transportation impact fees methodology and applicability.
15.30.050	Assessment of transportation impact fees.
15.30.060	Independent Fee Calculations.
15.30.070	Exemptions.
15.30.080	Credits.
15.30.090	Adjustments.
15.30.100	Establishment of transportation impact fee fund.
15.30.110	Administrative guidelines.
15.30.120	Refunds.
15.30.130	Use of funds.

- 15.30.140 Periodic adjustment of fees.
- 15.30.150 Administrative fees.
- 15.30.160 Reviews by the Director and appeals.
- 15.30.170 Existing authority unimpaired.
- 15.30.180 Relationship to State Environmental Policy Act (SEPA).
- 15.30.190 Relationship to concurrency management.
- 15.30.200 Transportation Impact Fee Schedule.

15.30.010 Purpose and intent

A. The purpose and intent of this chapter is to provide for the collection of a transportation impact fee (“TrIF”) for streets and roads, and for certain other matters in connection therewith:

1. Adopt a program for the purpose of jointly funding, from public and private sources, system improvements necessitated in whole or in part by development and growth within the service area.
2. Provide a fair and predictable method for allocating the cost of reasonable and necessary transportation improvements between the public and private sectors.
3. Create a mechanism to charge and collect transportation impact fees from new development.
4. Provide a portion of the funding for reasonable and necessary system improvements to mitigate the cumulative impacts of growth and development in the service area.
5. Create a system for the collection and administration of transportation impact fees.

B. This Chapter 15.30 supplements existing authority of the city to regulate development. This chapter does not supplant the requirements of environmental review and mitigation under the State Environmental Policy Act (SEPA) and Title 16 BIMC. However, a developer required to pay a fee as mitigation under SEPA and Title 16 BIMC for system improvements identified in the rate study shall not be required to pay impact fees under this chapter for those same improvements.

15.30.020 Findings and authority

The City Council finds and determines that development activities, including but not limited to new residential, commercial, retail, office, and industrial development, in the city of Bainbridge Island will create additional demand and need for transportation facilities in the city, and the city council finds that such development activity should pay a proportionate share of the cost of new transportation facilities needed to serve the development activity. The city of Bainbridge Island has conducted extensive research and analysis documenting the procedures for measuring the impact of new development activity on its transportation facilities, and has prepared and relied upon an appropriate TrIF rate study relating to the establishment of TrIFs. The TrIF rate study utilizes a methodology for calculating TrIFs that fulfills all of the requirements of RCW 82.02.060(1). A copy of the TrIF rate study relied upon by the city shall be kept on file with the

City of Bainbridge Island Public Works department and is available to the public for review. Pursuant to Chapter 82.02 RCW, the City Council adopts this chapter to assess TrIFs for streets and roads. The provisions of this chapter shall be liberally construed in order to carry out the purposes of the City Council in establishing the TrIF program.

15.30.030 Definitions

The following words and terms shall have the following meanings for the purposes of this chapter, unless the context clearly requires otherwise. Terms not defined herein shall be defined pursuant to RCW 82.02.090, or given their usual and customary meaning.

A. “Applicant” means a person who applies for a building permit under the BIMC and who is the owner of the subject property or the authorized agent of the property owner.

B. “Building Permit” means an official document or certification which is issued by the City and which authorizes the construction, alteration, enlargement, conversion, reconstruction, remodeling, rehabilitation, erection, demolition, moving, or repair of a building or structure.

C. “Capital Facilities Plan” means the capital facilities element of the City’s Comprehensive Plan adopted pursuant to Chapter 36.70A RCW and such plan as amended.

D. “Development” means any construction or expansion of a building, structure, or use for which a permit, approval, or other authorization is required that creates additional demand and need for transportation improvements; provided, that such development generates at least one new p.m. peak hour trip, when the permit, approval, or other authorization for the development is processed pursuant to Title 17 BIMC (Subdivision and Boundary Line Adjustments), or in the case of tenant improvement permits, “development” means any proposed new use or expanded existing use that generates additional trips per unit according to the trip generation rates established in the Transportation Impact Fee Rate Schedule in BIMC 15.30.200. Development does not include buildings or structures constructed by a regional transit authority.

E. “Development Approval” means any written authorization from the City which authorizes the commencement of a development activity.

F. “Director” means the director of the department of public works of the City of Bainbridge Island or her/his designee.

G. “Encumber/Encumbered” means to reserve, set aside, or otherwise earmark the TrIFs in order to pay for commitments, contractual obligations, or other liabilities incurred for system improvements.

H. “TrIF Rate Schedule” means the list of TrIF rates per land use category as set forth in BIMC 15.30.200.

I. “Hearing Examiner” means the hearing examiner operating pursuant to the powers and duties set forth by BIMC 2.14.030.

J. “Independent Fee Calculation” means the street and road impact calculation, and/or economic documentation prepared by an applicant, to support the assessment of a TrIF other than by the use of the rates listed in the TrIF rate schedule, or the calculations prepared by the director where none of the fee categories or fee amounts in the TrIF rate schedule accurately describe or capture the impacts of the development activity on the City’s transportation facilities.

K. “P.M. Peak Hour Trips” means the total vehicular trips entering and leaving a place of new development activity on the adjacent public streets or roads during the p.m. peak hour. The p.m. peak hour is the highest volume of traffic for a continuous hour between 4:00 p.m. and 6:00 p.m. on weekdays.

L. “Project Improvements” means site improvements and facilities that are planned and designed to provide service for a particular development activity and are necessary for the use and convenience of the occupants or users of the project and are not system improvements.

M. “RCW” means the Revised Code of Washington or, when followed or preceded by a numerical designation, a provision of the Revised Code of Washington.

N. “Service Area” means a geographic area over which a particular TrIF is applied. For the City of Bainbridge Island, the service area encompasses the current city limits.

O. “Square Footage” means the square footage of the gross floor area of the development as defined in the BIMC.

P. “Street” or “Road” means a public right-of-way and all related appurtenances, which enables motor vehicles, transit vehicles, bicycles, and pedestrians to travel between destinations, and affords the principal means of access to abutting property, including avenue, place, way, drive, lane, boulevard, highway, street, and other thoroughfare. For purposes of this chapter, public streets and roads are collectively referred to as transportation facilities.

Q. “System Improvements” means transportation improvement projects that are included in the City of Bainbridge Island comprehensive plan transportation element, and such plan as amended, and are designed to provide service to service areas within the community at large, in contrast to project improvements that serve specific development.

R. “Transportation Facilities” means any and all transportation infrastructure of the City constructed pursuant to City design and development standards and requirements, including without limitation roads, bridges, overpasses, sidewalks, curbs, turn lanes, bike lanes, traffic signals, roundabouts, traffic signs, HOV lanes, bus shelters, and associated landscaping. The cost of the transportation improvement shall include any debt service payments, including interest, for any of these improvements.

S. “Transportation Impact Fee (TrIF)” means a payment of money imposed by the City on development activity pursuant to this chapter as a condition of granting development approval to pay for transportation improvements needed to serve new growth and development, and that is reasonably related to the new development that creates additional demand and need for transportation improvements, that is a proportionate share of the cost of the transportation improvements, and that is used for improvements that reasonably benefit the new development.

“Transportation impact fee” does not include a building permit fee, administrative fee for collecting and handling TrIFs, appeal fee, or independent fee calculation review fee.

T. “TrIF Rate Study” means the “Rate Study for Transportation Impact Fees, City of Bainbridge Island” dated May 11, 2015 and other studies relied upon by the City in establishing the TrIF methodology and TrIF rate schedule.

U. Transportation Impact Fee Fund(s)” means the fund(s) established for the TrIFs that are collected. The funds(s) shall be established pursuant to BIMC 15.30.100, and shall comply with the requirements of RCW 82.02.070.

15.30.040 Transportation impact fees methodology and applicability

The TrIF rates are generated pursuant to a formula for calculating TrIFs set forth in the rate study. Except as otherwise provided for by independent fee calculations in BIMC 15.30.060, exemptions in BIMC 15.30.070, and credits in BIMC 15.30.080, all new development activity in the City will be charged the TrIF applicable to the type of development per the TrIF rate schedule.

15.30.050 Assessment of Transportation Impact Fees

A. The City shall collect TrIFs, based on the land use categories in the rate schedule from any applicant seeking to conduct development activity that includes expansion, replacement, or new accessory building and which requires the issuance of a building permit, including but not limited to, development of residential, commercial, office, and industrial land, and includes the expansion of existing uses that creates a demand for additional system improvements. The public works department is authorized to determine the appropriate land use category found in the TrIF rate schedule that applies to the application.

B. All TrIFs shall be due and payable prior to issuance of the building permit based on the land use categories in the adopted TrIF rate schedule.

Unless the use of an independent fee calculation has been approved, or unless a development agreement entered into pursuant to RCW 36.70B.170 provides otherwise, the TrIF shall be calculated based on the TrIF rate schedule in effect at the time the Building Permit is issued.

C. The public works department shall establish the TrIF rate for a land use that is not listed in the TrIF rate schedule. The applicant shall submit all information requested by the City for purposes of determining the TrIF rate pursuant to BIMC 15.30.060.

D. For a change in use of an existing building or dwelling unit, or portion thereof, that meets the requirements of subsection (A) of this section, except for development activity exempt under BIMC 15.30.070, the TrIF shall be the applicable TrIF for the land use category of the new use, less the TrIF for the land use category of the prior use. For any change in use that includes expansion, replacement, or new accessory building, the TrIF shall be the applicable TrIF for the land use category of the new gross floor area (or if applicable, gross leasable area), less the TrIF for the land use category of the prior gross floor area (or if applicable, gross leasable area). The net TrIF shall be calculated by the following equation:

Net TrIF = X – Y, where:

X = (new gross floor area and/or dwelling units)*(fee per unit for the new land use category);
and

Y = (prior gross floor area and/or dwelling units)*(fee per unit for the prior land use category).

If the net TrIF is a negative number, the applicant will not be required to pay TrIFs for the development activity. The applicant will not be compensated by the City for a negative TrIF.

E. For mixed use developments, TrIFs shall be imposed for the proportionate share of each land use based on the applicable measurement in the TrIF rates set forth in the TrIF rate schedule.

F. The City shall not issue the required building permit until the TrIFs set forth in the TrIF rate schedule have been paid as set forth in the TrIF rate schedule less any credits allowable under this chapter.

G. The City will assess TrIFs based on a single service area encompassing the entire city.

15.30.060 Independent Fee Calculations

A. If in the judgment of the director none of the TrIF categories or TrIF amounts set forth in the TrIF rate schedule accurately describes the impacts resulting from the proposed development activity, the applicant shall provide to the director for review and evaluation an independent fee calculation, prepared by a traffic engineer approved by the director. The director may impose on the proposed development activity an alternative TrIF based on this calculation.

B. The applicant may opt not to have the TrIFs determined according to the fee structure listed in the TrIF rate schedule, in which case the applicant shall prepare and submit to the director an independent fee calculation for the proposed development activity. The documentation submitted shall be prepared using procedures consistent with those established in the current edition of the Institute of Transportation Engineers Trip Generation Manual. An independent fee calculation shall be limited to adjustments in trip generation rates used in the TrIF rate study, and shall not include travel demand forecasts, trip distribution, transportation service area zones, costs of street and road projects, or cost allocation procedures.

C. An applicant requesting an independent fee calculation will be required to pay the City an administrative processing fee to cover the cost of reviewing the independent fee calculation. The fee required by the City for conducting an independent fee calculation review shall be as set forth by BIMC 15.30.209. However, if the director initiates the independent fee calculation as set forth by subsection (A) of this section, the applicant shall not be required to pay to the City an administrative processing fee.

D. There is a rebuttable presumption that the calculations set forth in the TrIF rate study and the fees set forth in the TrIF rate schedule are valid. The director shall consider the documentation submitted by the applicant, but is not required to accept such documentation or analysis which the director reasonably deems to be inapplicable, inaccurate or unreliable. The director may require the applicant to submit additional or different documentation for consideration. The

director is authorized to adjust the TrIFs on a case-by-case basis based on the independent fee calculation, the specific characteristics of the development and/or principles of fairness.

E. Determinations made by the director pursuant to this section may be appealed as established in Chapter 2.16 BIMC.

15.30.070 Exemptions

A. The following development activity shall be exempted from the payment of TrIFs:

1. Alteration, expansion, or replacement of an existing single family home.
2. Alteration of a nonresidential structure that does not expand the usable space or add any residential units.
3. Any legal accessory dwelling unit approved under Title 18 BIMC, Zoning, because it is considered part of the associated single-family use.
4. Miscellaneous improvements that do not generate increased p.m. peak hour trips including, but not limited to, fences, walls, residential swimming pools, and signs.
5. Demolition or moving of a structure when additional p.m. peak hour trips are not generated.
6. A change of use that does not generate additional trips per unit of development according to the trip generation rates established in the Transportation Impact Fee Rate Schedule in BIMC 15.30.200.
7. Miscellaneous permits for activities that do not generate any new trips.
8. Rezones, comprehensive plan amendments, subdivisions, boundary line adjustment and lot line eliminations, or any other land use permits.
9. Buildings or structures constructed by a regional transit authority pursuant to RCW 82.02.090.
10. Any building permit application that has been submitted to the City before 4:00 p.m. the business day before the effective date of the ordinance codified in this chapter that has been deemed complete based on the information on file as of the effective date of the ordinance codified in this chapter.
11. Affordable housing as defined by as defined by BIMC 18.21.020 and 18.36.030(16) or their successors.
12. Pursuant to RCW 82.02.060, the City may provide exemptions for development activities with broad public purposes; provided that the impact fees from such development activity shall be paid from public funds other than impact fee funds. The director shall be authorized to determine whether a particular development activity falls within an exemption identified in this section or under other applicable law. Determinations of the director shall be in writing and shall be subject to the appeals procedures established in Chapter 2.16 BIMC.

15.30.080 Credits

A. At an applicant's request, the director may award a credit or credits against TrIFs for the total value of system improvements, including dedications of land, improvements and/or construction provided by the applicant. Credits will be given only if the land, improvements, and/or the facility constructed are for one or more of the system improvements listed in the TrIF rate study as the basis for calculating the TrIF.

B. Each request for a credit or credits shall include a legal description of the dedicated land, a detailed description of improvements or construction provided, and an adequate description of the development activity to which the credit will be applied.

C. For each request for a credit or credits, the applicant shall estimate the value of the dedicated land, improvements, or construction for review and approval by the director. In the event that the director disagrees with the applicant's valuation, the applicant may submit an appraisal of the fair market value of the dedicated land improvements or construction estimate for the director's consideration. The appraisal shall be prepared by a state certified appraiser holding a MAI (Member of the American Institute of Appraisers) designation and/or a construction estimate prepared by a licensed engineer in good standing pursuant to RCW 18.43 F. After receiving and reviewing the appraisal or valuation, the Director will determine the dollar amount of any credit, the basis for the credit, the legal description of the real property dedicated where applicable, and the adequate description of the system improvement to which the credit may be applied with issuance of the building permit. If the total value of any such dedication, improvement or construction cost exceeds the amount of the TrIF obligation, the developer will not be entitled to reimbursement of the difference.

D. No credit shall be given for project improvements or right-of-way dedications for direct access improvements to and/or within the subject development activity above and beyond what is proposed in the City of Bainbridge Island comprehensive plan transportation element 20-year list.

E. Any claim for credit must be made before payment of the TrIF and prior to the issuance of the building permit.

F. Determinations made by the director pursuant to this section shall be subject to the appeals procedures established in Chapter 2.16 BIMC.

15.30.090 Adjustments

Pursuant to and consistent with the requirements of RCW 82.02.060, the TrIF rate study has provided adjustments for future taxes to be paid by the development activity which are earmarked or pro-ratable to the same new system improvements which will serve the new development activity. The TrIF rates in the TrIF rate schedule have been reasonably adjusted for taxes and other revenue sources which are anticipated to be available to fund public improvements.

15.30.100 Establishment of Transportation Impact Fee Fund

A. The City shall establish a separate TrIF fund for the fees collected pursuant to this chapter which shall be designated as the Transportation Impact Fee Fund. Funds withdrawn from the fund must be used in accordance with the provisions of this chapter and applicable state law. Interest earned on the fees shall be retained in the fund and expended for the purposes for which the TrIFs were collected.

B. On an annual basis, the finance director shall provide a report to the council on the transportation impact fee fund showing the source and amount of all moneys collected, earned, or received, and the public improvements that were financed in whole or in part by TrIFs.

C. TrIFs shall be expended or encumbered within ten years of receipt.

D. In order to comply with RCW 82.02.060(2), TrIFs for development activity as specified under exemptions BIMC 15.30.070(A) (10) and (B) shall be paid for with public funds other than from transportation impact fee funds.

15.30.110 Administrative guidelines

A. The finance director is hereby authorized to adopt internal guidelines for the administration of TrIFs, which may include the adoption of a procedures guide for the administration of TrIFs.

B. The director is hereby authorized to adopt internal guidelines for the calculation of TrIFs, which may include the adoption of a procedures guide for the calculation of TrIFs.

15.30.120 Refunds

A. If the City fails to expend or encumber the TrIFs within ten years of when the fees were paid, the current owner of the property on which TrIFs have been paid may receive a refund of such fees. In determining whether TrIFs have been expended or encumbered, TrIFs shall be considered expended or encumbered on a first-in, first-out basis.

B. The City shall notify potential claimants by first class mail deposited with the United States Postal Service at the last known address of such claimants of the availability of a refund. A potential claimant or claimants must be the owner of record of the real property against which the TrIF was assessed.

C. Property owners seeking a refund of TrIFs must submit a written request for a refund of the fees to the director within one year of the date the right to claim the refund arises or the date that notice is given, whichever is later.

D. Any TrIFs for which no application for a refund has been made within this one-year period shall be retained by the City and expended or encumbered on the appropriate system improvements.

E. Refunds of TrIFs or offsets against subsequent TrIFs under this section shall include any interest earned on the TrIFs by the City.

F. When the City seeks to terminate any or all components of the TrIF program, all unexpended or unencumbered funds from any terminated component or components, including interest earned, shall be refunded pursuant to this section. Upon the finding that any or all fee requirements are to be terminated, the City shall place notice of such termination and the availability of refunds in a newspaper of general circulation within the City at least two times and shall notify all potential claimants by first class mail at the last known address of the claimants. All funds available for refund shall be retained for a period of one year after the second publication. At the end of one year, any remaining funds shall be retained by the City, but must be expended or encumbered for the appropriate system improvements. This notice requirement shall not apply if there are no unexpended or unencumbered balances within the fund or funds being terminated.

G. The City shall also refund to the current owner of property for which TrIFs have been paid all TrIFs paid, including interest earned on the TrIFs, if the development activity for which the TrIFs were imposed did not occur; provided, however, that if the City has expended or encumbered the TrIFs in good faith prior to the application for a refund, the director can decline to provide the refund. If, within a period of three years, the same or subsequent owner of the property proceeds with the same or substantially similar development activity, the owner can petition the director for an offset in the amount of the fee originally paid and not refunded. The petitioner must provide receipts of TrIFs previously paid for a development activity of the same or substantially similar nature on the same real property or some portion thereof. The director shall determine whether to grant an offset, and the determinations of the director may be appealed pursuant to the procedure established in Chapter 2.16 BIMC.

15.30.130 Use of funds

A. Pursuant to this chapter, transportation impact fees:

1. Shall be used for system improvements that will reasonably benefit the new development activity;
2. Shall not be imposed to make up for deficiencies in existing transportation facilities serving existing development; and
3. Shall not be used for maintenance or operation.

B. TrIFs may be spent for system improvements as herein defined and, including, but not limited to, transportation planning, engineering design studies, land survey, right-of-way acquisition, site improvements, necessary off-site improvements, engineering, architectural, permitting, financing, administrative expenses, construction of streets and roads and related facilities such as shoulders, curbs, gutters, sidewalks, bike lanes, storm drainage, streetscapes and installation of traffic signals, roundabouts, signs and street lights, applicable impact fees or mitigation costs, and any other expenses which can be capitalized.

C. TrIFs may also be used to recoup system improvement costs previously incurred by the City to the extent that new development activity will be served by the previously constructed system improvements or incurred costs, provided such fee shall not be imposed to make up for any deficiencies in the City's existing transportation facilities.

D. In the event that bonds or similar debt instruments are or have been issued for the advanced provision of public improvements for which TrIFs may be expended, TrIFs may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities or improvements provided are consistent with the requirements of this section and are used to serve the new development activity.

15.30.140 Periodic adjustment of fees

A. The TrIFs in the TrIF rate schedule shall be indexed to provide for an automatic fee adjustment according to the following schedule every two years beginning January 1, 2017, to reflect changes in project costs due to industry trends. The Washington State Department of Transportation Construction Cost Index (CCI) will be used to determine the adjustment in fees. The adjustment will be based on a two-year simple moving average, the mean of the previous two years' CCI, of the two most recent calendar years' CCI data that is available.

B. The TrIF rate study supporting the TrIFs in the TrIF rate schedule shall be updated periodically, unless the City determines that circumstances have not changed to warrant an update.

15.30.150 Administrative fees

A. There shall be a fee for the administration of the TrIF program. Administrative fees shall be used to defray the cost incurred by the City in the administration and update of the TrIF program. The administrative fee is not creditable or refundable.

B. The administrative fee, in addition to the TrIF, shall be paid by the applicant to the City at the same time as the TrIF is paid.

15.30.160 Reviews by the Director and appeals

A. In order to obtain a building permit, any applicant may pay the TrIFs imposed by this chapter under protest and file for a review by the director, followed by the option to appeal to the hearing examiner. No building permit shall be issued until the TrIFs at issue have been paid.

Alternatively, any applicant may file for a review by the director, followed by the option to appeal to the hearing examiner, without first paying the TrIFs, providing the applicant is willing to postpone issuance of the building permit until after the appeal process when the final amount of the TrIFs are known.

B. Reviews by the director and appeals regarding the TrIF imposed on any development activity may only be filed by the applicant for the development activity at issue.

C. Before an appeal can be filed, the applicant must first file a request for review by the director with the public works department specifying the grounds thereof, as provided herein:

1. The request shall be in writing on the form provided by the City;
2. The request for review by the director shall be filed within 14 calendar days after the applicant's payment of the TrIF at issue. The failure to timely file such a request shall constitute a final bar to later seek such review;
3. No administrative fee will be imposed for the request for review by the director; and
4. The director shall issue his/her determination in writing.

D. Following the determination issued by the director, the applicant may elect to appeal the director's decision to the hearing examiner. Any determinations which the director is authorized to make pursuant to this chapter may be appealed to the hearing examiner.

E. Appeals to the hearing examiner must be filed within 14 calendar days of the director's issuance of a written determination by filing a letter of appeal with the public works department specifying the grounds thereof, and depositing the necessary appeal fee as set forth by the procedures established in Chapter 2.16 BIMC. The failure to timely file an appeal shall constitute a final bar to later seek such review. The director shall transmit to the office of the hearing examiner all papers constituting the record for the determination, including, where appropriate, the independent fee calculation.

F. The city shall fix a time for the hearing of the appeal and give notice to the parties in interest. In those cases where the proposed development activity may require a public hearing under the authority of other chapters of the BIMC, the hearings may be combined. At the hearing, any party may appear in person or by agent or attorney.

G. The hearing examiner is authorized to make findings of fact regarding the applicability of the impact fees to an applicant's development activity, the availability or amount of the credit, or the accuracy or applicability of an independent fee calculation. The hearing examiner's determination shall be final unless appealed to the superior court of Kitsap County in accordance with the procedures in RCW 34.05.510 through 34.05.598, and with the appeal being filed with the city clerk within 30 days after issuance of the decision of the hearing examiner.

H. The hearing examiner may, so long as such action is in conformance with the provisions of this chapter, reverse or affirm, in whole or in part, or may modify the determinations of the director with respect to the amount of the TrIFs imposed or the credit awarded.

15.30.170 Existing authority unimpaired

Nothing in this chapter shall preclude the city from requiring the applicant or the proponent of a development activity to mitigate significant probable adverse environmental impacts of a specific development activity pursuant to the State Environmental Policy Act, Chapter 43.21C RCW, based on the environmental documents accompanying the underlying development

approval process, and/or Chapter 58.17 RCW, governing plats and subdivisions; so long as the exercise of such authority is consistent with the provisions of Chapters 43.21C and 82.02 RCW.

15.30.180 Relationship to State Environmental Policy Act (SEPA)

A. Development activity shall be subject to the environmental review pursuant to SEPA and other applicable city ordinances and regulations.

B. Mitigation in addition to the payment of TrIF shall be required for identified adverse impacts appropriate for mitigation pursuant to SEPA that are not mitigated by a TrIF program.

C. Applicants for projects for new construction or for expansion of a building or structure which have completed SEPA review and received an environmental determination prior to the effective date of the ordinance codified in this chapter but for which the building permit has not been issued shall:

1. Implement the applicable transportation system improvement mitigation requirements, if any, of the SEPA determination; and
2. Pay the TrIF under this chapter with credits for SEPA mitigation that includes system improvements included in the TrIF rate schedule.

This subsection (C) shall not apply to an application for a subsequent change of use of the building or portions thereof.

15.30.190 Relationship to concurrency management

Neither compliance with this chapter or the payment of any fee hereunder shall constitute a determination of transportation concurrency under this chapter.

15.30.200 Transportation Impact Fee Rate Schedule

The Transportation Impact Fee Rate Schedule is as follows:

A. Transportation Impact Fee Rate Schedule – Residential

				Impact Fee Per Trip		
				Rate: \$1,566.04		
Land Use Group	ITE Code ¹	ITE Land Use Category ¹	ITE Trip Rate ²	% Pass By Trips ³	Net New Trips per Development Unit	Impact Fee per Development Unit ⁴
Dwelling	210	Single-Family Detached Housing	1.00	0%	1.000	\$1,566.04 per DU
Dwelling	220	Apartment	0.62	0%	0.620	\$970.94 per DU
Dwelling	231	Low-Rise Condo / Townhouse	0.78	0%	0.780	\$1,221.51 per DU
Dwelling	240	Mobile Home Park	0.59	0%	0.590	\$923.96 per DU
Dwelling - Group	251	Sr. Housing Detached	0.27	0%	0.270	\$422.83 per DU
Dwelling - Group	252	Sr. Housing Attached	0.25	0%	0.250	\$391.51 per DU
Dwelling - Group	253	Congregate Care Facility	0.17	0%	0.170	\$266.23 per DU
Dwelling - Group	254	Assisted Living	0.22	0%	0.220	\$344.53 per Bed
Dwelling - Group	620	Nursing Home	0.22	0%	0.220	\$344.53 per Bed

¹ Institute of Transportation Engineers, Trip Generation Manual (9th Edition)

² Trip generation rate per development unit, for PM Peak Hour of the adjacent street traffic (4-6 pm).

Note: Sq. Ft. rate expressed per 1000 SF (KSF).

³ Average Pass-by Rates, per Trip Generation Manual (9th edition) User's Guide and Handbook: an ITE Recommended Practice, 2012. Additional pass-by rate adjusted based on local conditions and engineering judgment.

⁴ DU = Dwelling Unit

B. Transportation Impact Fee Rate Schedule – Non-Residential

				Impact Fee per Trip Rate: \$1,566.04				
Land Use Group	ITE Code ¹	ITE Land Use Category ¹	ITE Trip Rate ²	% Pass By Trips ³	Net New Trips per Development Unit	Impact Fee Per Development Unit ⁴		
Education	520	Public Elementary School	1.21	0%	1.210	\$1,894.91	per	KSF
Education	522	Public Middle/Junior High School	1.19	0%	1.190	\$1,863.59	per	KSF
Education	530	Public High School	0.97	0%	0.970	\$1,519.06	per	KSF
Education	534	Private School K-8 (limited data)	3.27	0%	3.270	\$5,120.95	per	KSF
Education	536	Private School K-12 (limited data)	2.75	0%	2.750	\$4,306.61	per	KSF
Industrial	110	General Light Industrial	0.97	0%	0.970	\$1,519.06	per	KSF
Industrial	130	Industrial Park	0.85	0%	0.850	\$1,331.13	per	KSF
Industrial	140	Manufacturing	0.73	0%	0.730	\$1,143.21	per	KSF
Institutional	566	Cemetery	0.84	0%	0.840	\$1,315.47	per	acre
Medical	610	Hospital	0.93	0%	0.930	\$1,456.42	per	KSF
Medical	630	Clinic (limited data)	5.18	0%	5.180	\$8,112.09	per	KSF
Medical	720	Medical/Dental Office	3.57	0%	3.570	\$5,590.76	per	KSF
Office	710	General Office	1.49	0%	1.490	\$2,333.40	per	KSF
Office	715	Single Tenant Office	1.74	0%	1.740	\$2,724.91	per	KSF
Park and Ride	090	Park and Ride with Bus Service	0.62	0%	0.620	\$970.94	per	Space
Port and Terminal	030	Intermodal Truck Terminal	0.83	0%	0.830	\$1,299.81	per	KSF
Recreation	411	City Park	3.50	0%	3.500	\$5,481.14	per	Acre
Recreation	420	Marina (limited data)	0.19	25%	0.143	\$223.16	per	Slip
Recreation	430	Golf Course	0.30	25%	0.225	\$352.36	per	Acre
Recreation	437	Bowling Alley	1.51	0%	1.510	\$2,364.72	per	KSF
Recreation	441	Live Theater (limited data)	0.02	25%	0.015	\$23.49	per	KSF
Recreation	444	Movie Theater	3.80	0%	3.800	\$5,950.95	per	KSF
Recreation	491	Racquet/Tennis Club	0.84	25%	0.630	\$986.61	per	KSF
Recreation	492	Health Fitness Club	3.53	25%	2.648	\$4,146.09	per	KSF
Recreation	493	Athletic Club	5.96	0%	5.96	\$9,333.60	per	KSF
Recreation	495	Recreational Community Center	2.74	25%	2.055	\$3,218.21	per	KSF
Retail – Automotive	853	Convenience Market w/Gas Pumps	19.07	66%	6.484	\$10,153.89	per	VSP
Retail – Automotive	941	Quick Lubrication Vehicle Stop	5.19	42%	3.010	\$4,714.09	per	VSP
Retail – Automotive	944	Gasoline/Service Station	13.87	42%	8.045	\$12,598.17	per	VSP
Retail – Automotive	945	Gas Station w/Convenience Market	13.51	56%	5.944	\$9,309.17	per	VSP
Retail – Automotive	946	Gas Station w/Convenience Market and Car Wash	13.86	42%	8.039	\$12,589.08	per	VSP
Retail – Automotive	947	Self-Serve Car Wash	5.54	42%	3.213	\$5,032.00	per	VSP
Retail - Large	814	Variety Store	6.82	34%	4.501	\$7,049.06	per	KSF

Retail - Large	815	Free Standing Discount Store	4.98	17%	4.133	\$6,473.07	per	KSF
Retail - Large	850	Supermarket	9.48	36%	6.067	\$9,501.48	per	KSF
Retail - Large	854	Discount Supermarket	8.34	23%	6.422	\$10,056.80	per	KSF
Retail - Small	590	Library	7.30	0%	7.300	\$11,432.09	per	KSF
Retail - Small	816	Hardware/Paint Store	4.84	43%	2.759	\$4,320.39	per	KSF
Retail - Small	817	Nursery/ Garden Center	1.96	0%	1.960	\$3,069.44	per	KSF
Retail - Small	826	Specialty Retail Center	2.71	34%	1.789	\$2,801.65	per	KSF
Retail - Small	841	Automobile Sales	2.62	0%	2.620	\$4,103.02	per	KSF
Retail - Small	843	Automobile Parts Sales	5.98	43%	3.409	\$5,338.63	per	KSF
Retail - Small	848	Tire Store	4.15	28%	2.988	\$4,679.33	per	KSF
Retail - Small	851	Convenience Market	52.41	61%	20.440	\$32,009.70	per	KSF
Retail - Small	876	Apparel Store	3.83	0%	3.830	\$5,997.93	per	KSF
Retail - Small	879	Arts and Crafts Store	6.21	0%	6.210	\$9,725.11	per	KSF
Retail - Small	880	Pharmacy/Drug Store w/o Drive-Thru	8.40	49%	4.284	\$6,708.92	per	KSF
Retail - Small	881	Pharmacy/Drug Store w/Drive-Thru	9.91	53%	4.658	\$7,294.14	per	KSF
Retail - Small	890	Furniture Store	0.45	53%	0.212	\$332.00	per	KSF
Retail - Small	896	DVD/Video Rental Store	13.60	49%	6.936	\$10,862.05	per	KSF
Retail - Small	911	Walk-in Bank (limited data)	12.13	47%	6.429	\$10,067.91	per	KSF
Retail - Small	912	Drive-in Bank	24.30	47%	12.879	\$20,169.03	per	KSF
Retail - Small	925	Drinking Place	11.34	0%	11.340	\$17,758.89	per	KSF
Retail - Small	931	Quality Restaurant	7.49	44%	4.194	\$6,568.60	per	KSF
Retail - Small	932	High Turnover Restaurant	9.85	43%	5.615	\$8,792.53	per	KSF
Retail - Small	933	Fast Food w/o Drive-Thru	26.15	49%	13.337	\$20,885.49	per	KSF
Retail - Small	934	Fast Food w/Drive-Thru	32.65	50%	16.325	\$25,565.60	per	KSF
Retail - Small	936	Coffee/Donut Shop w/o Drive-Thru	40.75	44%	22.820	\$35,737.03	per	KSF
Retail - Small	942	Automobile Care Center	3.11	28%	2.239	\$3,506.68	per	KSF
Services	151	Mini Warehouse	0.26	0%	0.260	\$407.17	per	KSF
Services	310	Hotel	0.60	0%	0.600	\$939.62	per	KSF
Services	320	Motel	0.47	0%	0.470	\$736.04	per	KSF
Services	560	Church	0.55	0%	0.550	\$861.32	per	KSF
Services	565	Day Care Center	12.34	75%	3.085	\$4,831.23	per	KSF
Services	732	US Post Office	11.22	47%	5.947	\$9,312.61	per	KSF

- 1 Institute of Transportation Engineers, Trip Generation Manual (9th Edition)
- 2 Trip generation rate per development unit, for PM Peak Hour of the adjacent street traffic (4-6 pm). Note: Sq. Ft. rate expressed per 1000 SF.
- 3 Average Pass-by Rates, per Trip Generation Manual (9th edition) User's Guide and Handbook: an ITE Recommended Practice, 2012.
- 4 Additional pass-by rate adjusted based on local conditions and engineering judgment.
Sq. Ft. = Square Feet, VSP = vehicle servicing position

C. Administrative Fee 2%, added to calculated fee total

D. Independent Fee Calculation Review: \$500.00.

Section 2. This ordinance shall take effect and be in force on October 1, 2015.

PASSED BY THE CITY COUNCIL this _____ day of _____, 2015.

APPROVED BY THE MAYOR this ____ day of _____, 2015.

Anne S. Blair, Mayor

ATTEST/AUTHENTICATE:

Rosalind D. Lassoff, CMC, City Clerk

FILED WITH THE CITY CLERK:	June 30, 2015
PASSED BY THE CITY COUNCIL:	
PUBLISHED:	
EFFECTIVE DATE:	
ORDINANCE NUMBER:	2015-07

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Resolution No. 2015-12, Right-of-Way Vacation for a portion of Point Monroe Drive – Set Public Hearing Date	Date: July 7, 2015
Agenda Item: Staff Intensive	Bill No.: AB 15-127
Proposed By: Public Works Director Barry Loveless	

BUDGET INFORMATION

Depart/Fund: N/A

REFERRALS/REVIEW

Study Session:	Recommendation:		
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒ Yes ☐ No ☐ N/A	Finance ☐ Yes ☐ No ☒ N/A	

DESCRIPTION/SUMMARY

Action Item:

Consider approval of Resolution No. 2015-12 setting a public hearing date of August 11, 2015 for a proposed right-of-way vacation for a portion of Point Monroe Drive.

Background:

Significant segments of the existing, physical roadway known as Point Monroe Drive are located *outside* of the platted right-of-way. As a result, other physical structures such as single family residences are therefore constructed *within* the platted right-of-way.

A petition to vacate and re-dedicate a portion of Point Monroe Drive was received by the City on Monday, June 15, 2015. As required by state law, the Public Works department processed the petition and certifies it to be sufficient. The next required step is to schedule a public hearing.

Public notices will be mailed and/or posted at least twenty days prior to the public hearing. Public Works will also prepare a staff report and include all utility/outside agency comments received to date.

RECOMMENDED ACTION

Motion:

I move that the City Council approve Resolution No. 2015-12 to set a public hearing date of August 11, 2015 for the proposed Point Monroe Road (portion of) Vacation.

RESOLUTION NO. 2015-12

A RESOLUTION of the City of Bainbridge Island, Washington, fixing a date for a public hearing to consider vacating a portion of Pt. Monroe Drive.

WHEREAS, the City has received a petition to vacate and re-dedicate a portion of Pt. Monroe Drive from Sigurdur and Heidi Gudmundsson, owners of Property Tax Lot No. 4155-000-039-0000 adjacent to the subject portion of Pt. Monroe Drive, pursuant to Chapter 12.34 of the Bainbridge Island Municipal Code (“BIMC”); and

WHEREAS, in accordance with Section 12.34.060 BIMC, the Director of Public Works has found that the petition has been signed by more than two-thirds of the owners of the parcels abutting the portion of the street to be vacated and brings the petition to City Council to set a date for a public hearing on the proposed vacation; now therefore,

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

Section 1. The petition meets the sufficiency requirements of RCW 35A.01.040.

Section 2. A public hearing shall be held on the requested vacation and re-dedication of a portion of Pt. Monroe Drive, described on the attached drawing (Exhibit A), on August 11, 2015 as part of the regular City Council meeting at the Bainbridge Island City Hall, Council Chambers, located at 280 Madison Avenue North, Bainbridge Island, Washington.

Section 3. The Director of Public Works or his designee is authorized and directed to post and mail notices as required by RCW 35.79.020 and Section 12.34.080 BIMC, and to notify the public of the public hearing at least twenty days prior to the hearing.

PASSED by the City Council this _____ day of July 2015.

APPROVED by the Mayor this _____ day of July 2015.

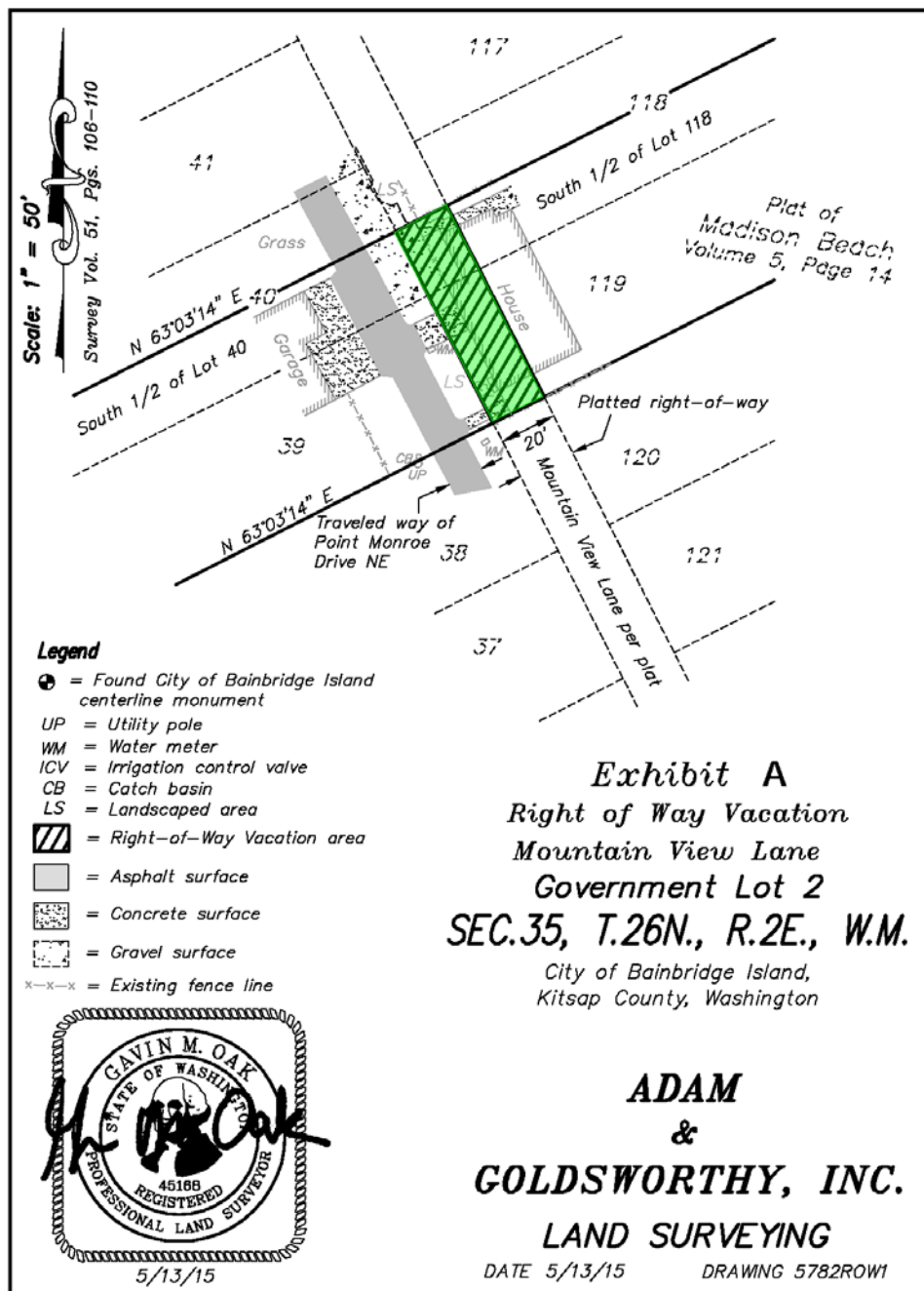
By: _____
Anne S. Blair, Mayor

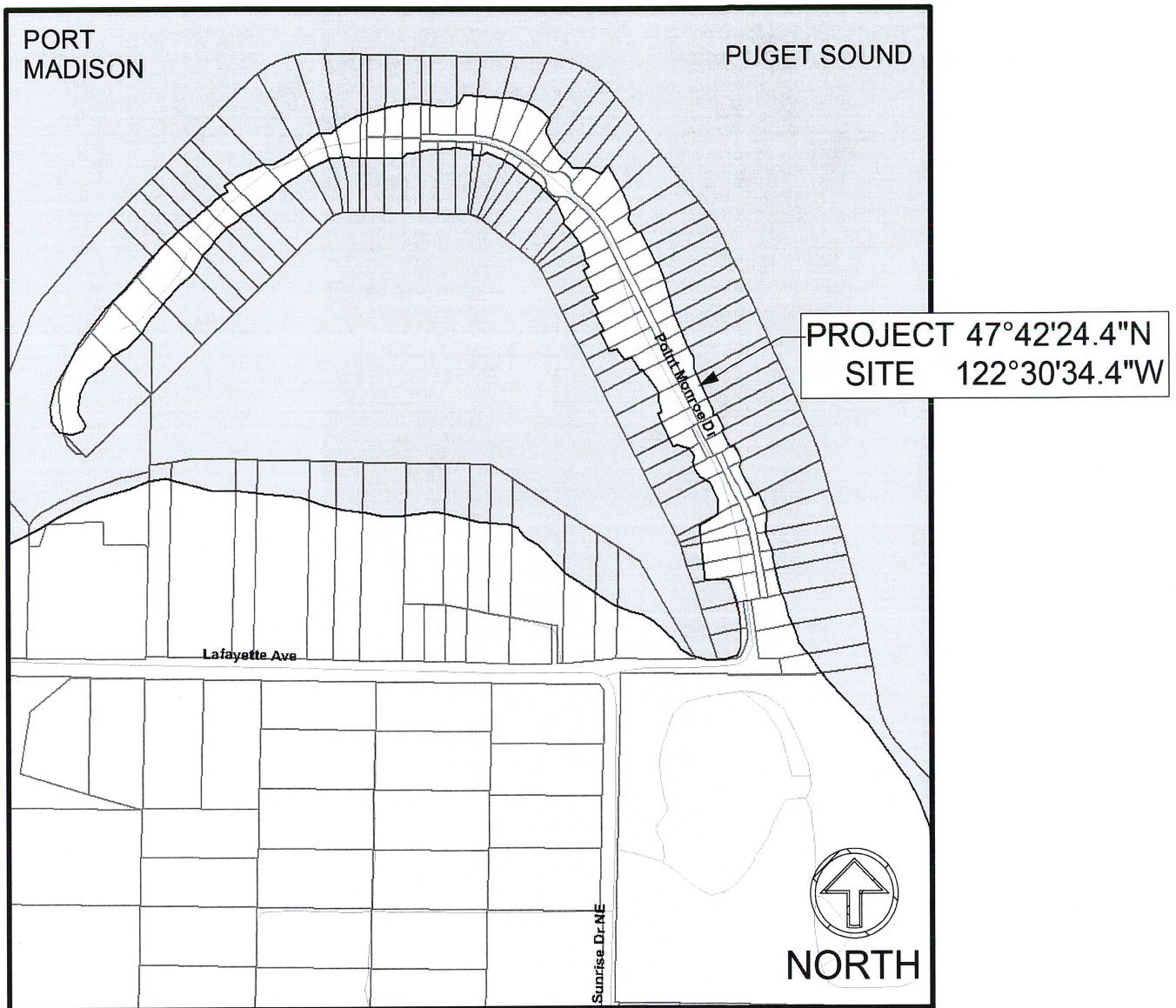
ATTEST/AUTHENTICATE:

By: _____
Rosalind D. Lassoff, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 2015-12

EXHIBIT A





VICINITY MAP

(NOT TO SCALE)

DRIVING DIRECTIONS TO SITE FROM WINSLOW:
HIGHWAY 305 NORTH TO MADISON AVENUE NE,
EAST (RIGHT) ON VALLEY ROAD,
NORTH (LEFT) ON SUNRISE DRIVE NE
TO POINT MONROE DRIVE

We, the undersigned, being legal and registered owners of the property abutting upon the street or alley described below, do hereby petition your honorable body to vacate said street or alley: Street Name: POINT MONROE DR., portion of

[illegible]

Attach additional petition sheets if necessary.

This petition was filed on 10-15-15. The application fee receipt number is 512206.

—WARNING—

Every person who signs this petition with any other than their true name, or who knowingly signs more than one of these petitions, or signs a petition seeking election when he is not a legal voter, or signs a petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

(RCW 35A.01.040)

As set forth in Bainbridge Island Municipal Code 12.34, the owners of abutting property who receive the vacated portion of right-of-way may be required to compensate the City for the vacated property.

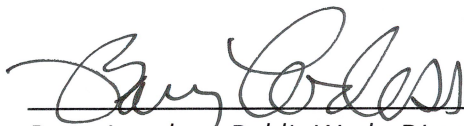


Certification of Sufficiency

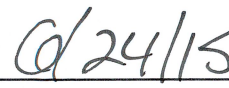
Vacation of Point Monroe, portion of

Tax Lot #	Ownership of Record	Front Footage	Petition Signed ?	% Signing
4155-000-039-0000	Gudmundsson, Sigurdur & Heidi	<u>75.03</u>	Yes	100.00%
	Totals:	75.03		100.00%
	Total Required for Sufficiency:			
	RCW 35A.01.040			66.67%
	Difference . . .			33.33%

I certify to the best of my knowledge that this petition is sufficient.

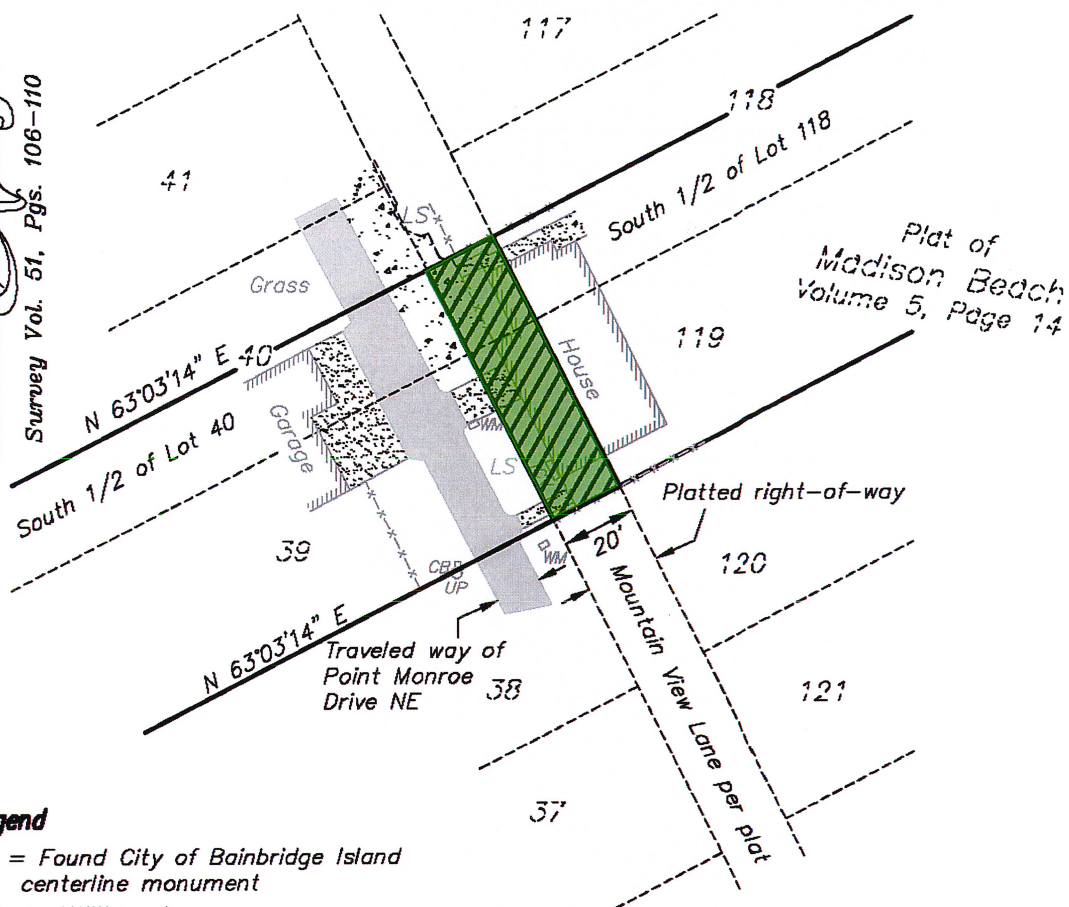


Barry Loveless, Public Works Director



Date

Scale: 1" = 50'
 Survey Vol. 51, Pgs. 106-110



Legend

- ⊕ = Found City of Bainbridge Island centerline monument
- UP = Utility pole
- WM = Water meter
- ICV = Irrigation control valve
- CB = Catch basin
- LS = Landscaped area
- = Right-of-Way Vacation area
- = Asphalt surface
- = Concrete surface
- = Gravel surface
- x-x-x = Existing fence line



5/13/15

Exhibit A

Right of Way Vacation

Mountain View Lane

Government Lot 2

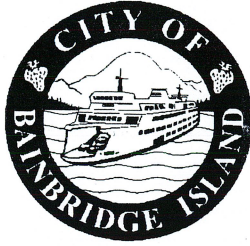
SEC.35, T.26N., R.2E., W.M.

City of Bainbridge Island,
 Kitsap County, Washington

ADAM
 &
GOLDSWORTHY, INC.
LAND SURVEYING

DATE 5/13/15

DRAWING 5782ROW1



City of Bainbridge Island
Application for Rights-of-Way Vacation

To: City Clerk, City of Bainbridge Island

APPLICANT: SIGURDOR + HEIDI GUDMUNDSSON

ADDRESS: 15648 POINT MONROE DRIVE NE

BAINBRIDGE ISLAND, WA 98110

Phone: (206) 910-1631

Fax: _____

Fax: _____ Cell Phone: _____ E-Mail: HEIDINCA@MSN.COM

- | | |
|---|--|
| ☒ Survey | ☒ Flagging |
| ☒ Vicinity Map | ☒ Petition to vacate the rights-of-way |
| ☒ Plat Map showing area to be vacated & front footages per tax parcel | ☒ Application Fee (Non-Refundable) |
| ☒ Legal description of area to be vacated | ☒ Utility & Other Agency Comment Letters |

PARCEL LOCATION: (Give brief description of geographic location) _____

POINT MONROE SAND SPIT - NORTHEAST END OF
BAINBRIDGE ISLAND

Fronting Street: POINT MONROE DRIVE

Adjacent or Nearest Street Intersection: POINT MONROE DR. + SUNRISE DR. NE

Comprehensive Plan Map Designations: OSR-6

Current Zoning: R-6

Explain basis for request to vacate the City rights-of-way: THE CURRENT RIGHT-OF-WAY

IS LOCATED OUTSIDE OF THE EXISTING PAVED ROAD, AND THE PROPERTY

OWNER'S RESIDENCE IS LOCATED WITHIN THE R.O.W. THE PROPOSED ROAD

VACATION IS TO CORRECT THE ALIGNMENT OF THE R.O.W, SO THAT IT IS
NOT LOCATED IN THE RESIDENCE. THE APPLICANT OWNS THE PROPERTY ON BOTH
SIDES OF THE CURRENT ROAD / R.O.W.

List any easement and/or existing utilities either public or private that abut or cross the proposed vacation: _____

NONE (SEE UTILITY COMMENT LETTERS)

EXPLANATIONS RELATING TO BIMC 12.34.110:

Explain whether a change of use or vacation of the street or alley will better serve the public: _____

THE PROPOSAL WILL MOVE THE R.O.W. FROM ITS CURRENT LOCATION,
GOING THROUGH A RESIDENCE, TO WHERE THE ROAD AND UTILITIES ARE
ACTUALLY LOCATED.

Explain whether the street or alley is no longer required for public use or public access: _____

THE CURRENT R.O.W. IS LOCATED OUTSIDE OF THE EXISTING PAVED ROAD.
THE PROPOSAL IS TO MOVE THE R.O.W. TO THE ACTUAL ROAD LOCATION,
RESULTING IN AN EQUAL EXCHANGE R.O.W., WITH NO CHANGE TO PUBLIC
ACCESS.

Explain whether the substitution of a new and different public way would be more useful to the Public: _____

THE NEW / DIFFERENT PUBLIC WAY WOULD BE WHERE THE
EXISTING ROAD IS ACTUALLY LOCATED, HENCE MORE USEFUL TO THE
PUBLIC.

Describe whether conditions may so change in the future as to provide a greater use or need than presently exists: _____

CONDITIONS SHOULD NOT CHANGE IN THE FUTURE, AS
THE PROPOSED EQUAL EXCHANGE RIGHT OF WAY SHOULD SATISFY THE
REQUIREMENTS FOR USE OF THE EXISTING ROAD.

Discuss whether objections to the proposed vacation are made by owners of private property (exclusive of petitioners) abutting the street or alley or other governmental agencies or _____

members of the general public: NO CURRENT OBJECTIONS.

PROPERTY OWNERS: List names, mailing addresses of all owners of the abutting property(s) that will receive vacated area property:

SIGURDUR + HEIDI GUDMUNDSSON, 15648 POINT MONROE DR. NE.

(Attach additional sheets if necessary)

CONTACT PERSON: (to receive all correspondence, advisory reports, hearing notice, etc. via mail and to be primary phone and correspondence contact):

Name: JOHNSON SQUARED / DEVIN JOHNSON

Mailing Address: 595 MADISON AVE N.

City: BAINBRIDGE ISLAND

State: WA

Zip: 98110

Phone: (206) 842-9993

Fax: (206) 842-9666

Fax: _____ Cell Phone: _____ E-Mail: devin@johnsonquared.com

I hereby state that I am the Applicant, or an Agent for the Applicant, listed above and that the foregoing statements and answers herein made, and all information and evidence herein made, and all information and evidence herewith submitted are in all respects and to the best of my knowledge and belief, true and complete. I understand that the filing fee accompanying this application is non-refundable and is only for the purpose of partially defraying the normal administrative expenses of processing the application, and that the payment of said fee does not result in automatic approval of the vacation requested in this application.


Signature of Applicant

4/6/15
Date

Devin Johnson
Printed Name of Applicant



Date: June 4, 2015

To: Rob Grant
City of Bainbridge Island
280 Madison Ave. N.
Bainbridge Island, WA 98110

**Memo: Right of Way Vacation for Sigurdur & Heidi Gudmundsson
Vacation Abutting a Body of Water
BIMC 12.34.120 Vacation of Waterfront Streets**

Per BIMC 12.34.120 (A), Vacation of Waterfront Streets, at least one of three conditions must be present to vacate a street adjacent to fresh or salt water:

A. The city shall not vacate a street or alley if any portion of the street or alley abuts a body of salt or fresh water unless:

- 1. The vacation is sought to enable the city to acquire the property for port purposes, beach or water access purposes, boat moorage or launching sites, park, public view, recreation, educational purposes, or other public uses; or*
- 2. The city council, by resolution, declares that the street or alley is not presently being used as a street or alley and that the street or alley is not suitable for any of the following purposes: port, beach or water access, boat moorage, launching sites, park, public view, recreation, or education; or*

The current right-of-way is not presently being used as a street or alley, as it is located outside of the existing paved road that serves the neighborhood, and the property owner's residence is located within the current right-of-way. The proposed road vacation is to correct the alignment of the right-of-way so that the right-of-way is not located within the residence, with an end result of an equal exchange right-of-way. The current right-of-way configuration, in view of the current situation, is not suitable for port, beach or water access, boat moorage, launching sites, park, public view, recreation, or education.

- 3. The vacation is sought to enable the city to implement a plan, adopted by resolution or ordinance, that provides comparable or improved public access to the same shoreline area to which the street or alley sought to be vacated abuts, had the properties included in the plan not been vacated.*

B. Before adopting an ordinance vacating a street or alley under subsection (A)(2) of this section, the city council shall:

- 1. Cause an inventory to be compiled of all rights-of-way within the city that abut the same body of water that is abutted by the street or alley sought to be vacated;*

The proposal aims to realign the right-of-way to bring it into conformance with the actual existing route of travel on Point Monroe Drive. The realignment is similar to measures taken by other homeowners along the Point Monroe Drive sand spit area.

- 2. Cause a study to be conducted to determine if the street or alley to be vacated is unsuitable for use by the city for any of the following purposes: port, boat moorage, launching sites, beach or water access, park, public view, recreation, or education;*

The current right-of-way configuration is not suitable for port, beach or water access, boat moorage, launching sites, park, public view, recreation, or education, as the current right-of-way passes through an existing residence.

- 3. Hold a public hearing on the proposed vacation in the manner required by Chapter 35.79 RCW and this chapter; and*

- 4. Include in its written decision a finding that the street or alley sought to be vacated is not suitable for any other purposes listed under subsection (B)(2) of this section, and that the vacation is in the public's interest.*

The current right-of-way is located outside of the existing paved road, and an existing residence is located within the current right-of-way. The proposal is to move the right-of-way to the actual road location, with no change to public access. The owners currently own the property on both sides of the existing right-of-way/road, so the proposal includes an equal exchange right-of-way with no loss or gain of property. The new public way would be where the existing road is actually located, hence in the best interest of the public. The street to be vacated is not suitable for port, beach or water access, boat moorage, launching sites, park, public view, recreation, or education.

Please see the included Application for Rights-of-Way Vacation, Vicinity Map, Plat Map, and Legal Description for more information and detail on this submission. It is the intent of the owners to abide by all required public hearings, petitions, and application processes required by the City of Bainbridge Island and included in the Bainbridge Island Municipal Code.

Submitted by: Devin Johnson, Johnson Squared Architecture & Planning

Owner/Agent Agreement

The undersigned is (are) the owner(s) of record of the property identified by the Kitsap County Assessor's account number 4155 - 000 - 039 - 0000, located at 15648 POINT MONROE DRIVE,

Bainbridge Island, Washington. The undersigned hereby gives (give) consent and approval to DEVIN JOHNSON, JOHNSON SQUARED INC

to act on his/her (their) behalf as his/her (their) agent to proceed with an application for (please check all items that apply):

☒ preapplication conference

☒ planning permits

☒ construction permits (i.e. building, water/sewer availability, right-of-way, etc)

on the property referenced herein. This agreement authorizes the agent to act on the owner's behalf for the above checked applications through (date or specific phase) JANUARY 2016

[Signature] 1-2-15 [Signature] 1-2-15
Owner of record Date Owner of record Date
Bainbridge Island

STATE OF WASHINGTON)

) ss.

COUNTY OF KITSAP)

JAN 20 2015

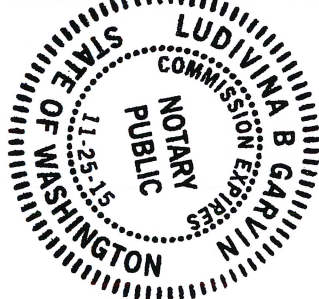
Dept. of Planning &
Community Development

On this 2nd day of January, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared:

Sigurdur Gretar Gudmundsson and Heidi Lise Gudmundsson

to me known as the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that he/she/they signed and sealed the said instrument, as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he/she/they was (were) authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL, hereto affixed the day and year in this certificate above written.



Ludivina B. Garvin
Notary Public in and for the State of Washington
Residing at Port Orchard WA
My appointment expires: 11/23/2015

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Public Works Contracts	Date: July 7, 2015
Agenda Item: Staff Intensive	Bill No.: AB 15-122
Proposed By: Public Works Director Barry Loveless	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

Study Session:	Recommendation:
City Manager ☐ Yes ☐ No ☒ N/A	Legal ☐ Yes ☐ No ☒ N/A Finance ☐ Yes ☐ No ☒ N/A

DESCRIPTION/SUMMARY

Action Item:

Consider forwarding the following Public Works Contracts to the July 21, 2015 meeting: Construction Administrative Services Professional Services Agreement, Islandwide Chip Seal Project Award, 2015 Road Striping Project Award and Bio-solids Agreement.

RECOMMENDED ACTION

Motion:

I move that the City Council forward the following Public Works Contracts to the July 21, 2015 meeting: Construction Administrative Services Professional Services Agreement, Islandwide Chip Seal Project Award, 2015 Road Striping Project Award and Bio-solids Agreement.

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Construction Administration Services Professional Services Agreement	Date: July 7, 2015
Agenda Item: Staff Intensive	Bill No.: AB 15-123
Proposed By: Public Works Director Barry Loveless	

BUDGET INFORMATION

Depart/Fund: Public Works Professional Services		
Expenditure Req: \$ TBD	Budgeted? ☒ Yes ☐ No	Budget Amend. Req? ☐ Yes ☒ No

REFERRALS/REVIEW

Study Session:	Recommendation:		
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒ Yes ☐ No ☐ N/A	Finance ☒ Yes ☐ No ☐ N/A	

Action Item:

Consider placement of the Construction Administration Services Professional Services Agreement on the July 21, 2015 unfinished business agenda.

Background:

The City solicited statements of qualifications from firms with experience in federally funded capital projects construction administration. The consultant will provide services to supplement our normal construction administration effort. It is anticipated that the awarding firm will provide an experienced WSDOT trained Office Engineer or equivalent to assist the Engineering Manager in overseeing construction administration processes and perform quality assurance. Additionally, an experienced WSDOT Inspector or equivalent is requested for on-call project needs.

The City advertised for Request for Qualifications in May/June 2015 for Construction Administration Services. The top three firms were interviewed and _____ was selected as the most qualified consultant to perform the work.

Information only, finalized agenda bill to be forwarded on July 21, 2015

RECOMMENDED ACTION

Motion:

I move that the City Council forward the Professional Services Agreement with _____ in the amount of \$_____ for the Construction Administration Services to the July 21, 2015 unfinished business agenda.

CITY OF BAINBRIDGE ISLAND CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: 2015 Chip Seal Project Contract Award	Date: July 7, 2015
Agenda Item: Staff Intensive	Bill No.: AB 15-124
Proposed By: Public Works Director Barry Loveless	

BUDGET INFORMATION

Depart/Fund: 2015 Roads Program \$915,000		STP Grant @ \$303,000	
Expenditure Req: \$ TBD	Budgeted? ☒ Yes ☐ No	Budget Amend. Req? ☐ Yes ☒ No	

REFERRALS/REVIEW

Study Session:	Recommendation:					
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒ Yes ☐ No ☐ N/A	Finance ☒ Yes ☐ No ☐ N/A				

DESCRIPTION/SUMMARY

Action Item:

Consider placement of the Chip Seal project contract award on the July 21, 2015 unfinished business agenda.

Background:

The chip seal process involves applying a layer of asphalt oil and finely crushed rock over the existing pavement to protect the street surface from water penetration and weather damage as well as preserve the integrity of the road. Chip sealing is a cost-effective way to maintain and extend the useful life of roadways and saves significant dollars on future repair costs.

The Chip Seal project is included in the 2015 Annual Roads Preservation program budgeted this year at \$915,000. The City received a Surface Transportation Program (STP) federal grant in the amount of \$303,000 to help fund the Chip Seal project with a City match of 13.5%. See attached map for the 2015 roads to be chip sealed.

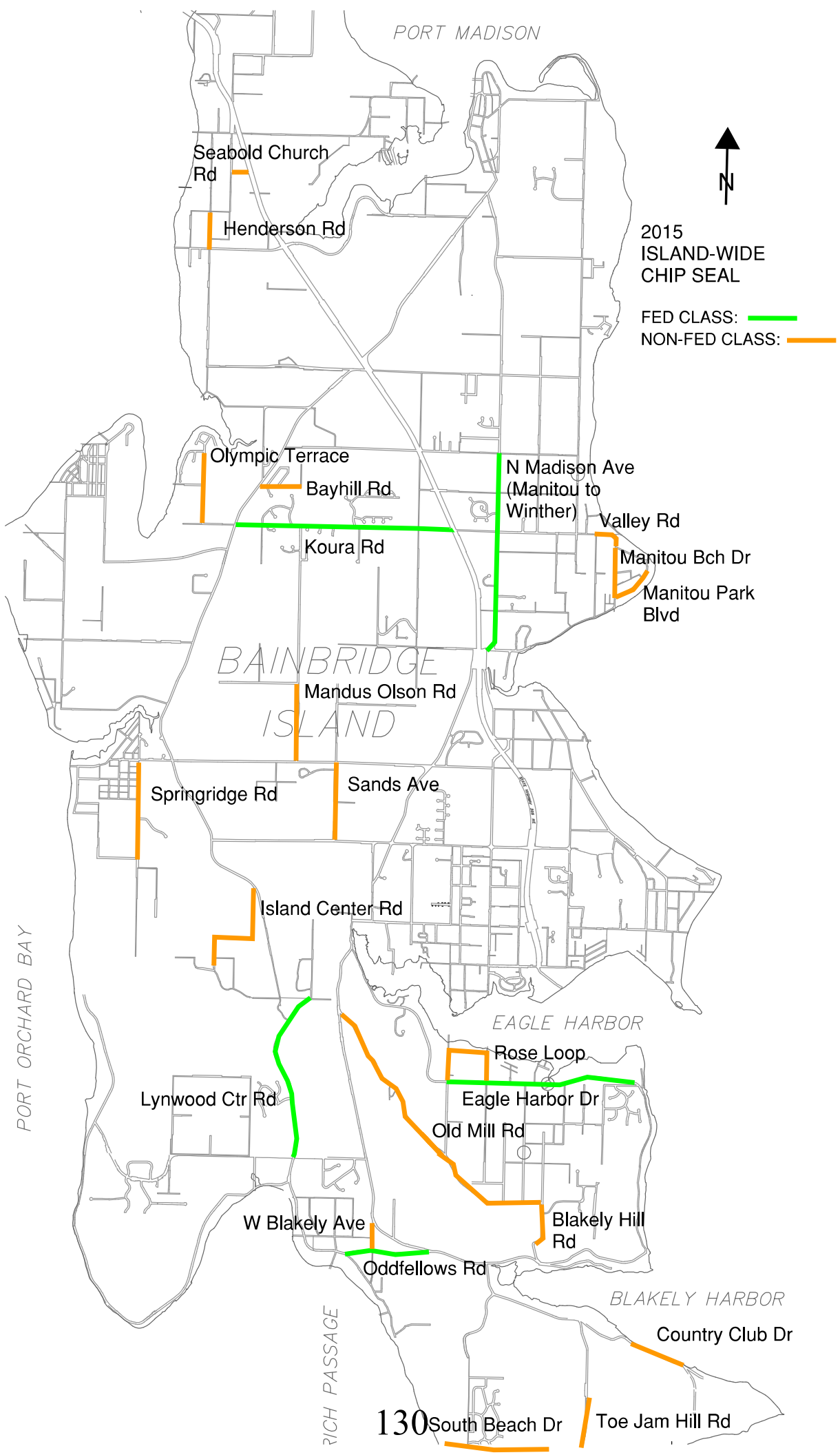
Bids were solicited through the local newspapers and the bid opening was held on Monday, July 13, 2015. The apparent low bidder is _____ in the amount of \$ _____. The engineer's estimate is \$600,000 to \$630,000. See attached bid form for bid results.

Information only, finalized agenda bill to be forwarded on July 21, 2015

RECOMMENDED ACTION

Motion:

I move that the City Council forward the Chip Seal contract award to _____ in the base bid amount of \$ _____ to the July 21, 2015 unfinished business agenda.



CITY OF BAINBRIDGE ISLAND CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: 2015 Road Striping Project Contract Award	Date: July 7, 2015
Agenda Item: Staff Intensive	Bill No.: AB 15-125
Proposed By: Public Works Director Barry Loveless	

BUDGET INFORMATION

Depart/Fund: Public Works Repair & Maintenance		
Expenditure Req: \$108,598.00	Budgeted? ☒ Yes ☐ No	Budget Amend. Req? ☐ Yes ☒ No

REFERRALS/REVIEW

Study Session:	Recommendation:		
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒ Yes ☐ No ☐ N/A	Finance ☒ Yes ☐ No ☐ N/A	

DESCRIPTION/SUMMARY

Action Item:

Consider placement of the 2015 Road Striping project contract award on the July 21, 2015 consent agenda.

Background:

This project consist of pavement marking on approximately eighty miles of roadway which includes collectors and urban/rural residential roads resulting in approximately 912,700 linear feet of paint stripe. Work also includes traffic controls and environmental protection in accordance with the project manual and the *Washington State Standard Specification for Road & Bridge Construction*, 2014 edition. See Attachment A for list of roads.

Bids were solicited through the local newspapers and the bid opening was held on Monday, June 29, 2015. The apparent low bidder is Apply A Line, Inc. in the amount of \$108,598.00. The engineer's estimate is \$90,000 to \$115,000. See attached bid form for bid results.

Staff has reviewed the bid results and contractor's qualifications and recommends that the City Council award this contract to Apply A Line, Inc. in the amount of \$108,598.00.

RECOMMENDED ACTION

Motion:

I move that the City Council forward the 2015 Road Striping contract award to Apply A Line, Inc. in the amount of \$108,598.00 to the July 21, 2015 consent agenda.

*2015 Road Striping
Attachment A*

ROAD NAME	Center Stripe (LF)	Edge Line (LF)	Painted Wide Line (LF)	RPM Type 2 Actual	RPM- Type 1 Actual	ROAD DESIGNATION
Agate Pass Road	3,485	0	0	0	0	Collector
Agatewood Road	1,600	0	0	0	0	Collector
Agate Point Road	3,229	0	0		0	Collector
Arrow Point Drive	9,504	0	0	25	0	Secondary Arterial
Baker Hill Road	10,666	21,332	0	25	0	Secondary Arterial
Battle Point Drive	10,930	0	0	0	0	Collector
Bayhill Road	0	0	0	0	0	Residential Suburban
Bergman Road	2,817	0	0	0	0	Collector
Bjune Drive	302	1,641	0	0	0	Collector
Blakely Avenue	15,840	31,680	0	25	0	Secondary Arterial
Blakely Hill Road	4,224	0	0	0	0	Collector
Brien Drive	0	988	0	0	0	Collector
Bucklin Hill Road	5,333	10,666	0	45	0	Secondary Arterial
Byron Drive	1,297	0	0	0	0	Residential Suburban
Cherry Avenue	0	0	0	0	0	Residential Urban
Commodore Lane	324	0	0	0	0	Residential Urban
Country Club Road	8,976	0	0	0	0	Collector
Crystal Springs Drive	9,194	0	0	0	0	Collector
Day Road	12,461	24,922	0	0	0	Collector
Dingley Road	774	1,548				
Dolphin Drive	2,640	0	0	0	0	Collector
Eagle Harbor Drive	12,725	25,450	0	25	0	Secondary Arterial
Ericksen Avenue	2,600	1,750	3,450	0	0	Collector
Euclid Avenue E	7,603	0	0	0	0	Residential Urban
Falk Road	2,763	0	0	0	0	Residential Suburban
Ferncliff Avenue	8,818	9,874	7,762	25	0	Secondary Arterial
Fletcher Bay Road	12,091	22,722	1,460	25	0	Secondary Arterial
Finch Road	2,640	5,280	0	0	0	Collector
Fort Ward Hill Road	7,973	4,934	0	0	0	Collector
Foster Road	1,954	0	0	0	0	Collector
Frey Road	1,320	0	0	0	0	Collector
Grand Avenue	4,752	9,504	0	0	0	Collector
Grow Avenue	4,150		300		0	Residential Urban
Halls Hill Road	3,854	0	0	0	0	Collector
Harborview Drive	2,587	0	0	0	0	Unknown
Henderson Road	4,013	0	0	0	0	Collector
Hidden Cove Rd	11,088	22,176	0	0	0	Collector
High School Road	7,260	9,108	5,412	25	40	Secondary Arterial
Ihland	0	0	0	0	0	Residential Urban
Komedal Road	2,429	0	0	0	0	Residential Suburban
Koura Road	7,248	16,684	0	25	0	Secondary Arterial
Lafayette Avenue	3,960	7,920	0	0	0	Collector
Lofgren Road	1,901	3,802	0	0	0	Collector
Lovegren Road	2,563	0	0	0	0	Collector
Lovell Avenue	2,640	5,280	0	0	0	Residential Urban
Lynnwood Center Road	0	0	0	0	0	Secondary Arterial
Madison Avenue	22,326	35,452	11,500	50	0	Secondary Arterial
Mandus Olson	2,590	0	0	0	0	Residential Suburban
Manitou Beach Road	8,501	17,002	0	0	0	Collector
Manzanita Avenue	5,280	0	0	0	0	Collector

*2015 Road Striping
Attachment A*

ROAD NAME	Center Stripe (LF)	Edge Line (LF)	Painted Wide Line (LF)	RPM Type 2 Actual	RPM- Type 1 Actual	ROAD DESIGNATION
McDonald Avenue	2,323	0	0	0	0	Collector
Miller Road	15,101	30,202	0	40	0	Secondary Arterial
Moran Road	2,904	5,808	0	0	0	Collector
Murden Cove	1,848	0	0	0	0	Residential Urban
Nakata Place	0	0	0	0	0	Residential Urban
New Brooklyn Road	10,666	19,373	1,959	25	0	Secondary Arterial
New Sweden Avenue	3,907	0	0	0	0	Collector
Nicholson Place	0	0	0	0	0	
North Street	528	0	0	0	0	Collector
Oddfellow Road	0	0	0	0	0	Collector
Old Creosote Drive	3,653	0	0	0	0	Residential Suburban
Old Mill Road	0	0	0	0	0	Collector
Olympic Terrace	0	0	0	0	0	Collector
Parfitt Way	2,640	0	0	0	0	Residential Urban
Park Avenue	1,742	3,484	0	0	0	Collector
Peterson Hill Road	1,320	0	0	0	0	Residential Urban
Phelps Road	8,026	16,052	0	25	0	Secondary Arterial
Pleasant Beach Drive	6,970	13,940	0	0	0	Collector
Point White Drive	8,026	16,052	0	0	0	Collector
Ralston Road	581	0	0	0	0	Residential Suburban
Rockaway Beach Road	5,280	0	0	0	0	Collector
Rose Avenue	1,584	0	0	0	0	Residential Suburban
Sands Avenue	0	0	0	0	0	Residential Suburban
Seabold Road	400	0	0	0	0	Collector
Seabold Church Road	0	0	0	0	0	Residential Suburban
South Beach Road	0	0	0	0	0	Collector
Sportsman Club Road	8,606	17,212	0	25	0	Secondary Arterial
Springridge Road	0	0	0	0	0	Collector
Sunrise Drive	15,787	31,574	0	25	0	Secondary Arterial
Taylor Avenue	6,791	0	0	0	0	Collector
Toe Jam Hill Road	7,920	0	0	0	0	Collector
Tolo Road	326	0	0	0	0	Collector
Torvanger Road	1,320	0	0	0	0	Collector
Valley Road	2,587	5,174	0	25	0	Secondary Arterial
Vincent Road	2,734	0	0	0	0	Residential Suburban
Wallace Way	1,320	2,640	0	0	0	Residential Urban
Wardwell Road	286	572	0	0	0	Collector
Washington Avenue	2,666	0	0	0	0	Residential Urban
Weaver Road	3,117	0	0	0	0	Collector
West Port Madison Rd.	5,333	0	0	0	0	Collector
Wing Point Way	0	0	0	0	0	Secondary Arterial
Wing Point Road	1,145	0	0	0	0	Residential Urban
Winther Road	1,320	0	0	0	0	Collector
Winslow Way	3,676	2,774	1,500	0	25	Secondary Arterial
Wood Avenue	1,742	0	0	0	0	Residential Urban
Wyatt Street	5,280	9,060	1,500	25	25	Secondary Arterial
Yaquina Avenue	2,640	0	0	0	0	Residential Suburban
3-T Road	890	0	0	0	0	Unknown
Total	414,210	463,632	34,843	485	90	



City of Bainbridge Island Public Works Department - Engineering

Project: 2015 – Annual Road Striping
 Bid Opening Date: Monday, June 29th
 Bids Due 9:00 am, Open Bids @ 9:30 am

Note: Bids Are Opened in Order Received. Bids Solicited by: ☒ Advertisement ☐ Small Works Roster The Engineers Estimate is: \$90,000 - \$115,000		APPLY A LINE	SPECIALIZED PAVEMENT MARKING	STRIPE RITE INC.
Proposal – <i>Items of Work & Materials, Estimated Quantities, Units of Measurement.</i>		✓	✓	✓
Signature Page		✓	✓	✓
Acknowledged Addenda - None		✓	✓	✓
Non-Collusion Declaration		✓	✓	✓
Proposal Bond (5%)		✓	✓	✓
Statement of Bidders Qualifications		✓	✓	✓
Statement of Proposed Subcontractors		✓	✓	✓
TOTAL BASE BID AMOUNT		\$108,598.00	\$142,377.00	\$124,034.00

A total of 3 bids were received for the 2015 Annual Roads Striping project. Aaron Claiborne, has reviewed the bids and recommends that the City Council award the contract to the apparent low bidder, Apply A Line in the amount of \$108,598.00.

Contract

CONTRACT FOR CONSTRUCTION

THIS CONSTRUCTION CONTRACT (hereinafter “Contract”), made the _____, day of July, 2015, by and between the CITY OF BAINBRIDGE ISLAND (hereinafter referred to as the “City” and the “CONTRACTING AGENCY”) and APPLY-A-LINE, INC. (hereinafter called “CONTRACTOR”).

WITNESSETH:

WHEREAS, the CONTRACTING AGENCY has caused the Project Manual, Specifications, Drawings and other contract documents to be prepared for certain Work as described therein, known as the **2015 ROAD STRIPING**, and

WHEREAS, the CONTRACTOR has offered to perform the proposed Work in accordance with the terms of the Contract Documents including but not limited to this Contract, and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the CONTRACTOR hereby agrees that the foregoing recitals are true and correct and are incorporated into this Contract and to complete the Work at the price and on the terms and conditions herein contained. The CONTRACTING AGENCY agrees to pay the CONTRACTOR the contract price of One Hundred Eight Thousand Five Hundred Ninety-Eight Dollars (\$108,598.00) (“Contract Price”) for the fulfillment of the Work and the performance of the covenants set forth herein.

The further terms, conditions and covenants of this Contract are set forth in the following documents, all of which are component parts of this Contract as if set out in full, and if not attached, as if hereto attached collectively referred to as the “Contract Documents”:

1. This Contract including the form “Proposal – Items of Work and Materials to be Provided, Estimated Quantities, Units of Measurement at the Unit Bid Prices”
2. Washington State Department of Transportation, Standard Specifications, 2014 (sometimes referred to as the “Standard Specification”)
3. Amendments to the Standard Specifications
4. Special Provisions
5. Prevailing Wage Schedules and Regulations
6. Specifications, Drawings, Details, and all other Documents contained in and made applicable by this Contract and the Project Manual
7. All Plans, Drawings, Specifications, and Addenda issued prior to the Bid Opening Date.

CONTRACTING AGENCY and CONTRACTOR recognize that time is of the essence of this Contract and that CONTRACTING AGENCY will suffer financial loss if the Work is not completed within the time specified in this Contract. Therefore the parties agree that the liquidated damages provisions of the Standard Specifications as modified herein shall apply and that those provisions have been mutually negotiated.

CONTRACTOR’s Initials: _____

INDEMNITY AND TITLE 51 WAIVER. CONTRACTOR hereby waives the protection of Title 51 RCW as provided in the Indemnity Agreement attached hereto and incorporated in this Contract by reference. The parties warrant and represent this waiver and the Indemnity Agreement have been specifically bargained for and accepted by the parties. CONTRACTOR further agrees to require all subcontractors to similarly waive Title 51 RCW as a condition of its subcontracts.

CONTRACTOR's Initials: _____

CONTRACTOR hereby warrants and represents it has reviewed, understands, and agrees to the terms and conditions of this Contract, all Addenda, and the Standard Specifications as modified by the Amendments and Special Provisions and all other Documents contained in the Project Manual and incorporated herein by reference. The person executing this Contract warrants and represents that they are fully authorized to execute this Contract.

CONTRACTOR AGREES TO RETURN THIS EXECUTED CONTRACT AND OTHER REQUIRED DOCUMENTS TO THE CONTRACTING AGENCY as required by the Standard Specifications as modified herein, and to return the DECLARATION OF OPTION OF MANAGEMENT OF STATUTORY RETAINED PERCENTAGE AT THE SAME TIME.

IN WITNESS WHEREOF, this Contract has been executed on the day and year above written.

CONTRACTOR:
APPLY-A-LINE, INC.

By: _____
Name: _____
Its: _____
Date: _____

CITY OF BAINBRIDGE ISLAND

By: _____
Douglas Schulze, City Manager
Date: _____

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Bio-solids Disposal Agreement	Date: July 7, 2015
Agenda Item: Staff Intensive	Bill No.: AB 15-126
Proposed By: Public Works Director Barry Loveless	

BUDGET INFORMATION

Depart/Fund: Public Works O&M Sewer Fund - (Approx. \$7,000 per month)

Expenditure Req: \$ 82,000.00	Budgeted? ☒ Yes ☐ No	Budget Amend. Req? ☐ Yes ☒ No
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REFERRALS/REVIEW

Study Session:	Recommendation:	
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒ Yes ☐ No ☐ N/A	Finance ☒ Yes ☐ No ☐ N/A

DESCRIPTION/SUMMARY

Action Item:

Consider placement of the Bio-solids Disposal Agreement with Regional Disposal Company on the July 21, 2015 consent agenda.

Background:

Bio-solids produced from the City's Wastewater Treatment Plant are disposed of every four to ten days by an outside source.

Staff negotiated a cost of \$1,426.73 per 20-foot container, for the first 25 tons, of bio-solid disposal services with Regional Disposal Company. Transportation services to haul the bio-solids out of the Plant will cost approximately \$118.45 per hour plus applicable container fees. The estimated cost per month for both the bio-solids removal and transportation costs is approximately \$7,000 per month.

The term of the contract is up to 36 months with an annual 3% increase. The contract can be terminated within a 30-day written notice.

RECOMMENDED ACTION

Motion:

I move that the City Council forward the Bio-solids Disposal Agreement with Regional Disposal Company with an estimated cost of \$7,000 per month to the July 21, 2015 consent agenda.



SPECIAL WASTE SERVICE AGREEMENT NON-HAZARDOUS WASTES

Special Waste Profile Number: 4178 12 8545

Generator Billing Information

Name: City of Bainbridge Island
Address: 7305 Hidden Cove Road
City: Bainbridge Island
State: Washington Zip: 98110
Phone: 206-842-1212 Fax: _____
Contact: Charles Krumheuer

Republic Waste Location (Company)

Regional Disposal Company
4178 Roosevelt Regional MSW LF WA
500 Roosevelt Grade Road
Roosevelt WA 99356

Project: Municipal Wastewater Biosolids County and State of Origin: Kitsap County, Washington

Additional Information: _____

1. **Special Waste Service.** Subject to the terms and conditions contained herein, the Company and the Generator agree to be legally bound hereby and the Company agrees to accept at its Facility, Acceptable Waste (hereinafter referred to as "Special Waste" or "Waste") delivered by Generator, and which is acceptable to the Company as herein provided.
2. **Acceptable Waste.** Only those Special Wastes described in Paragraph 3 herein and in any Special Waste Profile(s) which number is identical to the contract number referenced above, and which Profile(s) are hereby incorporated by reference herein, and which Waste is subsequently approved by the Company and is otherwise in accordance with all laws, regulations and permits, shall be acceptable for disposal at the Facility ("Acceptable Waste").

3. (A) **Rates for Disposal:**

<u>Waste</u>	<u>Disposal Method</u>	<u>Disposal Rate:</u>	<u>Fees / Taxes / Misc.</u>	<u>Transportation</u>
Bio Solids	Landfill	\$1426.73 per 20ft container for the first 25 tons. Over 25 is \$46.35 per ton.	Washington State 3.6 % Refuse Tax.	\$118.45 per hour

Additional Information: This profile Expires 06//2/18 The payment term for this is net 60 days. There will be annual 3% increase effective July, 1st of each year. This rate includes toll for the narrow bridge and two 6 ml liners.

Generator shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws and regulations.

Cannot Exceed Daily Volume of NA Without Prior Approval of Company.

- (B) **Incorporation by Reference.** In addition to Special Waste Profile(s), the following documents are incorporated by reference into this Agreement as if fully set forth herein.

1)TB-10776 bill of lading

2)

4. **Term of Agreement.** This Agreement is effective for 36 months, commencing 6/3/2015 and shall automatically be renewed for a similar term thereafter unless either party shall give at least thirty (30) days' prior written notice (via certified mail) of termination to the other party.

THE COMPANY AND THE GENERATOR, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE REVERSE SIDE OF THIS DOCUMENT. IN ADDITION, THE GENERATOR IS CERTIFYING THE ATTACHED TERMS AND CONDITIONS HAVE BEEN REVIEWED AND INITIALLED AT THE BOTTOM OF THE PAGE.

GENERATOR

SIGNATURE (AUTHORIZED REPRESENTATIVE)

NAME AND TITLE (PLEASE PRINT)

DATE

REPUBLIC SERVICES, INC/COMPANY

SIGNATURE (AUTHORIZED REPRESENTATIVE)

NAME AND TITLE (PLEASE PRINT)

DATE

Terms and Conditions of Special Waste Service Agreement

5. **The Agreement.** This agreement of the parties ("Agreement") for the disposal of Special Waste shall consist of this Agreement, riders to the Agreement (if any) and any Application, permit and approval that may be applicable to such Waste.
6. **Waste Accepted at Facility.** Generator represents, warrants and covenants that the Waste delivered to Company for transport to Company's Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any Waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". The Generator shall in all matters relating to the collection, transportation and disposal of the Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same. The word "Facility" shall mean any landfill, transfer station or other location used to transfer, process or otherwise dispose of such Waste.
7. **Special Waste.** Generator represents, warrants and covenants that the Waste delivered to Company for transport to the Company's Facility (i) will not contain any Special Waste that is not specifically described on any Application which is attached hereto or which is subsequently approved by the Company, (ii) will meet the material description as set forth in any Application and otherwise in all significant respects and (iii) will not contain Unacceptable Waste. The parties may incorporate additional Special Waste as part of this Agreement if prior to delivery of such Waste to Company, Generator has provided an Application for such Waste and Company has approved disposal of such Waste within the limitations and conditions contained in Company's written notice of approval of Special Waste Disposal. Title to any and all Waste handled or disposed of by Company shall at all times remain with Generator and Broker (if a Broker is involved).
8. **Rights of Refusal/Rejection.** The Generator shall inspect all Waste at the place(s) of delivery to Company's transport vehicles and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of Waste(s) delivered to its Facility including if the Company believes the Generator has breached (or is breaching) its representations, warranties, covenants or agreements hereunder, or any applicable federal, state or local laws, regulations, rules or orders, even if only a portion of such Waste load is unacceptable. The Company shall have the right to inspect all Waste delivered to Company for transport to Company's Facility in order to determine whether the Waste is Acceptable Waste or Unacceptable Waste pursuant to this Agreement and all applicable federal, state and local laws, rules and regulations. The Generator shall be responsible for, and bear all reasonable expenses and damages incurred by the Company, as a result of the Unacceptable Waste and in the reloading and removal of Unacceptable Waste disposed in the Facility. The Company, may also, in its sole discretion, require the Generator to promptly remove the Unacceptable Waste.
9. **Acceptance of Waste and Proper Disposal.** The Company agrees to accept for disposal all Acceptable Waste delivered to Company by Generator. The Company represents, warrants and covenants that the Company will dispose of all such Acceptable Waste in compliance with all applicable federal, state, and local laws, regulations, rules or orders.
10. **Charges and Payment.** Payment shall be made by Generator within thirty (30) days after receipt of invoice from Company. In the event that any amount is overdue, the Company may terminate this Agreement. Generator agrees to pay a finance charge equal to the maximum interest rate permitted by law. Generator shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify its rates upon thirty (30) days written notice to Generator.
11. **Termination.** The obligations, representations, warranties and covenants of both parties regarding the Waste delivered the disposal of that Waste, and all indemnities shall survive termination of this Agreement. Should Generator or the Company materially default in any of its obligations hereunder, then the non-defaulting party may immediately terminate this Agreement and the defaulting party shall be liable for all costs and damages incurred by the non-defaulting party.
12. **Pickup and Transport.** The Company will provide 20 foot long shipping containers that meet all applicable legal regulations for a biosolids transportation trailer. When the container has been filled to its load capacity, Generator will notify the Company, and the Company will transport the container to its intermodal facility in Tacoma Washington, or an alternate intermodal facility in compliance with all Washington State Department of Transportation standards. The container will then be transported by rail to the Company's Roosevelt Regional Landfill in Klickitat County for disposal. The Company will be responsible for the fitness of all empty containers and accepts all responsibility for the proper transportation and disposal of all waste that is acceptable to the Company as provided in this Agreement upon the pickup of the filled container at the Generator's Winslow Wastewater Treatment Plant.
13. **Indemnification.**
- A. Generator shall indemnify, defend and hold harmless the Company and its subsidiaries, affiliates and parent corporations, as applicable and their respective officers, directors, lenders, employees, subcontractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys fees arising under federal, state or local laws, regulations or ordinances, or relating to the content of the Waste, or arising out of or in connection with any breach of this Agreement. Generator shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the Company as to the content of the Waste following discovery of potentially Unacceptable Waste. This indemnification and other obligations stated in this paragraph shall survive the termination of this Agreement.
- B. The Company shall indemnify, defend and hold harmless the Generator and its officers, agents and employees from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys fees arising under federal, state or local laws, regulations or ordinances, or relating to the disposal of Acceptable Waste, or arising out of or in connection with any breach of this Agreement. This indemnification and other obligations stated in this paragraph shall survive the termination of this Agreement.
14. **Insurance.** Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

Coverages	Minimum Amounts of Insurance
Worker's Compensation	Statutory
General Liability	\$500,000 combined single limit
Automobile Liability	\$500,000 combined single limit

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Prior to Generator being allowed on Facility premises, Generator shall provide the Company with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force. Said policies shall not thereafter be canceled, be permitted to expire or lapse, or be changed without thirty (30) days advance written notice to the Company.

15. **Failure to Perform.** Neither party hereto shall be liable for its failure to perform hereunder due to circumstances not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party hereto. In the event of any of the circumstances provided for in the preceding sentence, including, but not limited to, whether any federal, state or local court or governmental authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of Waste at the Facility, or (iii) limit the ability of or prohibit Generator from delivering Waste to the Facility, the Company shall have the right, at its option, to reduce, suspend or terminate Generator's access to the Facility immediately, without prior notice and without any additional liabilities between the parties, other than Generator's payment obligation hereunder. Neither Party is required hereunder to settle any labor dispute against its own best judgment.
16. **Other Termination.** The occurrence of any of the following events shall also constitute an event of default and shall give the non-defaulting party the right to immediately terminate this Agreement:
- (A) A petition for reorganization or bankruptcy filed by or against the Generator or the Company.
- (B) Failure by Generator to pay any amounts due to Company.
- (C) Any material breach by Generator or the Company of any of its obligations pursuant to the Agreement.
- The defaulting party shall be liable for and shall indemnify, defend and hold harmless the non-defaulting party from any losses, claims expenses or damages incurred by the non-defaulting party as a result of termination hereunder.
17. **Assignment.** Neither Generator nor the Company may assign, transfer or otherwise vest in any other Company, entity or person, in whole or in part, any of its rights or obligations under the Agreement without the prior written consent of the other, provided, however, that the Company may without any such prior written consent, assign its rights and/or obligations under the Agreement to a subsidiary or affiliate corporation.
18. **Right of Disposal.** This Agreement does not grant any rights to dispose of Waste other than in accordance herewith. The Company reserves the right to immediately terminate access to the Facility by Generator and Generator's personnel in the event of breach or violation by Generator of any of the terms of this Agreement, the Company's operating rules or payment policies or any applicable laws or regulations.
19. **Continuing Compliance.** The Generator has a continuing obligation to inform the Company of any new information, or information not previously provided to the Company by Generator which may affect the acceptability of the Waste by the Company. Further, the Generator shall comply with all Company requests for evidence of Generator's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Waste profiles on the Waste(s) offered for disposal or, (ii) providing appropriate certification that the Waste being offered for disposal is accurately reflected by the appropriate Application or, (iii) re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow the Company to re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or (v) all of the above.
20. **Miscellaneous.**
- (A) This Agreement shall be governed by the laws of the State in which the Facility is located.
- (B) No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.
- (C) No modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.
- (D) Generator shall treat as confidential and not disclose to others during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information (including any technical information, experience or date) regarding the Company's plans, programs, plants, processes, products, costs, equipment or operations which may come within the knowledge of the Generator or its employees in the performance of this Agreement, without in each instance securing the prior written consent of the other Company. Notwithstanding the provisions of the preceding sentence, prior written consent shall not be required if Generator receives a request for public records under the Washington Public Records Act, Chapter 42.56 RCW. If a public records request is received by Generator, Generator reserves the right to disclose any documents which Generator determines, in its sole discretion, are required to be disclosed. If Generator determines that any such documents must be disclosed, Generator agrees to provide at least ten (10) days prior written notice of such disclosure to the Company so that the Company may avail itself of any rights it may have under RCW 42.56.540 to prevent such disclosure. Unless the Company obtains injunctive relief preventing disclosure of the documents within the ten (10) day notice period, Generator shall be free to disclose any and all documents it may have that are responsive to the public records request.
- (E) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.
- (F) This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgement, purchase order or other response by Generator which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the Company and shall be of no effect.
- (G) Generator and the Company each represent, warrant and covenant that they are and, during the term of this Agreement will remain, in compliance with and will perform their obligations pursuant to all applicable laws and regulations and that each shall indemnify, defend and hold harmless the other from any breach thereof.
- (H) It is the understanding and agreement of the parties that the Company is an independent contractor, and is not an agent, nor an authorized representative of the Generator.

21. **Notices.** All notices herein provided for shall be considered as having been given upon being placed in the mail, certified postage prepaid addressed to the Company or Generator at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.
22. **Liquidated Damages.** In the event that this Agreement is terminated by the Generator in a manner not in accordance with paragraphs 4 or 16 hereof, or terminated due to a breach of this Agreement by the Generator, the Generator shall pay, as liquidated damages, and not as a penalty, the greater of an amount equal to six (6) months' service charges or the Generator's most recent monthly charge multiplied by six (6). The Generator shall be given credit for any advance payments made hereunder, however, in computing the amount owed as liquidated damages hereunder. The Generator acknowledges that this liquidated damages clause is reasonable and is applicable to recover damages related to its investment in equipment,

GENERATOR: _____

REPUBLIC SERVICES/COMPANY: _____

May 2009

Terms and Conditions of Special Waste Service Agreement

development of landfills and hiring of employees undertaken by the Company to service its customers including the Generator. This liquidated damages clause in no way relieves the Generator from its obligations and liability for other cost or damages as set forth elsewhere in this Agreement.

GENERATOR: _____

REPUBLIC SERVICES/COMPANY: _____

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Ordinance No. 2015-19, Adopting a Six-Month Moratorium on New Commercial Aquaculture Activities	Date: July 7, 2015
Agenda Item: Staff Intensive	Bill No.: 15-015
Proposed By: Executive	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

Study Session	Recommendation:
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒ Yes ☐ No ☐ N/A Finance ☐ Yes ☐ No ☒ N/A

DESCRIPTION/SUMMARY

Action Item:

On January 20, 2015 the City Council adopted Ordinance No. 2015-06 imposing a six-month moratorium on the acceptance of permits for commercial aquaculture activities. The moratorium was imposed in order to preserve the status quo as the City considered proposed revisions to the aquaculture provisions within the SMP. The City's consideration of proposed revisions to the aquaculture results from the City's desire to more strictly regulate commercial aquaculture activities within its shorelines and a desire to reach a settlement agreement with DOE and the parties that appealed the City's SMP: the Bainbridge Alliance for Puget Sound, (the "Alliance"), and Pacific Coast Shellfish Growers Association ("PCSGA"). Ordinance No. 2015-06 expires on July 19, 2015.

While settlement discussions are continuing and the parties are closely approaching a point at which the proposed regulations will be drafted and the public process for adopting a limited amendment commenced, this point will not be reached before July 19, 2015. Accordingly, the adoption of an additional six-month moratorium will serve as a continuation of the preservation of the status quo.

RCW 35A.63.220 states in pertinent part:

"A moratorium or interim zoning ordinance adopted under this section may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A moratorium of [or] interim zoning ordinance may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal."

Ordinance No. 2015-19 constitutes a renewal of a moratorium for six month period, not a one-year moratorium requiring a work plan. Accordingly, a public hearing is required to be held within sixty (60) days of adoption.

The recitals contained in Ordinance No. 2015-19 contain the chronology of the underlying litigation and the process underway for reaching settlement discussions and an end to the moratorium herein.

RECOMMENDED ACTION

Motion:

I move the City Council approve Ordinance No. 2015-19, Adopting a Six-Month Moratorium on New Commercial Aquaculture Activities and schedule a Public Hearing on August 11, 2015.

ORDINANCE NO. 2015-19

AN ORDINANCE of the City of Bainbridge Island, Washington, adopting a six-month moratorium on the acceptance, processing and/or approval of new applications for commercial aquaculture activities on or within the City of Bainbridge Island shorelines; providing for severability; and establishing an effective date.

WHEREAS, the City initiated its Shoreline Master Program (“SMP”) Update process in 2012 and on June 7, 2013 submitted it to the Department of Ecology (“DOE”) for approval; and

WHEREAS, the June 7, 2013 SMP prohibited aquaculture in all aquatic designations and in all upland designations except Shoreline Residential and Urban wherein aquaculture was permitted as a conditional use; and

WHEREAS, DOE returned the City’s June 7, 2013 SMP, and required the City to allow aquaculture as a conditional use in all upland designations except Island Conservancy and in all aquatic designations; and

WHEREAS, DOE indicated an appeal of the required changes would likely be very lengthy; and

WHEREAS, on July 14, 2014, the City adopted the SMP containing the changes to the aquaculture regulations required by DOE; and

WHEREAS, the DOE issued a Notice of Final Action effective July 30, 2014 approving the City’s SMP; and

WHEREAS, on October 14, 2014 the Bainbridge Alliance for Puget Sound, Association of Bainbridge Communities, and Coalition to Protect Puget Sound Habitat (the “Alliance”) filed a Petition for Review with the Central Puget Sound Growth Management Hearings Board (the “Board”) challenging the SMP’s aquaculture regulations; and

WHEREAS, on November 17, 2014, Pacific Coast Shellfish Growers Association (“PCSGA”) was granted its motion to intervene and is challenging the SMP’s aquaculture regulations; and

WHEREAS, at its Business Meeting on December 9, 2014, the City Council directed staff to prepare a limited amendment to the SMP that would more closely reflect those regulations contained in the June 13, 2013 SMP submitted to DOE; and

WHEREAS, on January 20, 2015 the City adopted Ordinance 2015-16 imposing a six (6) month moratorium on the acceptance, processing, or approval of applications for substantial shoreline development permits (“SSDP”) and shoreline conditional use permits (“CUP”) for all commercial aquaculture activities. Ordinance 2015-06 expires on July 19, 2015; and

WHEREAS, since the adoption of the moratorium on January 20, 2015, the City, the Alliance and DOE have been meeting regularly for the specific purpose of discussing proposed revisions to the aquaculture regulations within the SMP that would be acceptable to both the Alliance and to DOE; and

WHEREAS, upon the City's determination that the parties have completed discussions, proposed regulations will be drafted and prepared, and the public process for the adoption of a limited amendment to the SMP will commence; and

WHEREAS, on January 13, 2015 the Board granted an extension and amended the hearing schedule to allow for settlement discussions; the Board granted a second extension on April 15, 2015; on June 15, 2015, the Board granted a third extension to allow additional time for settlement discussions and amended the hearing schedule such that the Hearing on the Merits is scheduled for November 19, 2015; and

WHEREAS, the City desires to preserve the status quo and prevent the processing of new applications for commercial aquaculture substantial shoreline development permits (SSDPs) and conditional use permits (CUPs) until such time as the City has adopted the limited amendment to the SMP's aquaculture regulations; and

WHEREAS, in *Biggers v. City of Bainbridge Island*, 162 Wn. 2d 683 (2007), Justice Chambers, with whom four additional justices agreed, stated, "While no positive grant of authority exists under the SMA to impose a moratorium, such an explicit grant is not required in the face of Washington Constitution article XI, section 11's broad delegation of police power to the local governments. *Cf. Weden v. San Juan County*, 135 Wn.2d 678, 690-92, 958 P.2d 273 (1998). ... Municipalities possess independent authority to regulate shorelines so long as the regulation does not conflict with the SMA. I agree with Justice Fairhurst that municipalities can place moratoria on shoreline substantial development permits without conflict with the SMA"; and

WHEREAS, the City possesses jurisdiction over the City's shorelines insofar as such local regulations do not conflict with the Shoreline Management Act; and

WHEREAS, the City Council shall hold a public hearing within sixty days of the adoption of this Ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the moratorium established by this Ordinance. The City Council may, in its discretion, adopt additional findings after the public hearing referenced in Section 4 below.

Section 2. Moratorium Imposed. As authorized by the police powers delegated by Washington Constitution article XI, section 11, a moratorium is hereby enacted on the acceptance,

processing, or approval of applications for substantial shoreline development permits (“SSDP”) and shoreline conditional use permits (“CUP”) for all commercial aquaculture activities. For purposes of this moratorium, “commercial aquaculture” shall mean the commercial cultivation and harvesting of fish, shellfish, or other aquatic animals or plants. This moratorium does not apply to aquaculture activities not requiring a SSDP or CUP.

Section 3. Effective Duration of Moratorium. The moratorium set forth in this Ordinance shall be in effect for a period of six (6) months from the effective date of this Ordinance and shall automatically expire at the conclusion of that six-month period unless sooner repealed.

Section 4. Public Hearing. The City Council will hold a public hearing at a City Council business meeting within 60 days from adoption in order to take public testimony and to consider adopting further findings of fact.

Section 5. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 6. Effective Date. This Ordinance will be effective five (5) days after publication.

PASSED BY THE CITY COUNCIL this ____ day of July, 2015.

APPROVED BY THE MAYOR this ____ day of July, 2015.

Anne S. Blair, Mayor

ATTEST/AUTHENTICATE:

Rosalind D. Lassoff, CMC, City Clerk

FILED WITH THE CITY CLERK:	July 1, 2015
PASSED BY THE CITY COUNCIL:	
PUBLISHED:	
EFFECTIVE DATE:	
ORDINANCE NUMBER:	2015-19

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Contract Extension for Public Defender	Date: July 7, 2015
Agenda Item: Staff Intensive	Bill No.: 15-129
Proposed By: Executive	Referral(s):

BUDGET INFORMATION

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

REFERRALS/REVIEW

Study Session	Recommendation:
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒ Yes ☐ No ☐ N/A Finance ☐ Yes ☐ No ☒ N/A

DESCRIPTION/SUMMARY

Action Item:

Consideration of Professional Services Agreement ("PSA") with the Law Offices of Thomas S. Alpaugh, Inc. for public defender services.

History:

Thomas Alpaugh has served as the City's Public Defender since 2011 and is responsible for the provision of legal representation for indigent persons charged with certain criminal offenses in the City's Municipal Court. The City's PSA with Alpaugh was most recently extended from January 1, 2015 to June 30, 2015. The attached PSA is represents important revisions to the previously-executed PSAs due to a recent federal decision, *Wilbur, et al v. Mt. Vernon, et al*, regarding misdemeanor public defense services in Washington state as well as new State Supreme Court guidelines on case weighting and the number of cases a public defender can handle necessitate changes in the City's public defense system.

Attached is a PSA containing the *Wilbur*-required language and guidelines. No change in compensation is proposed. Because the previous PSA extension expired on June 30, 2015, staff is requesting that you approve the attached PSA in "substantially the same form" in order to allow staff to revise the PSA if necessary to address the matter of office space for Alpaugh at the Court. As of this writing, Alpaugh and the City Attorney have not reached agreement regarding this term; the form of motion proposed below will allow staff to make a revision on this subject if necessary.

RECOMMENDED ACTION

Motion:

I move that the City Council authorize the City Manager to execute a Professional Services Agreement with Thomas Alpaugh in substantially the same form as attached hereto.

CONTRACT FOR INDIGENT DEFENSE SERVICES

THIS CONTRACT FOR INDIGENT DEFENSE SERVICES (this "Agreement") is entered into by and between the City of Bainbridge Island, a municipal corporation (the "City"), and Thomas S. Alpaugh (the "Public Defender").

WHEREAS, a decision by the Federal Court for the Western District of Washington, the Honorable Robert Lasnik, in a case styled *Wilbur, et al v. Mt. Vernon, et al* (hereinafter the "Decision") emphasizes the need for the City to provide indigent defense services to misdemeanor clients in municipal and district courts in a manner which fully complies with the City's obligations under the Sixth and Fourteenth Amendments to the United States Constitution, and

WHEREAS, the Washington Supreme Court has adopted standards regarding the caseload of Public Defenders and the Washington State Office of Public Defense has provided guidance regarding case weighting system, and

WHEREAS, the City has conducted an evaluation of its public defense system, including the court system and appointment process, and

WHEREAS, the City desires to enter into this Agreement to bring it into compliance with the guidance of the Decision, Supreme Court Standards and the standards for the provision of indigent defense services adopted by the City in Resolution No. 2014-14.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. Scope of Services, Standards and Warranties. The Public Defender will provide indigent defense services in misdemeanor cases in accordance with the standards adopted by the City in Resolution No. 2014-14 as the same exists or is hereafter amended (the "Standards") and the Decision. The Public Defender individually warrants that he has read and is fully familiar with the provisions of the Standards adopted by the City and the Decision. Compliance with these Standards and the Decision goes to the essence of this Agreement. The Public Defender shall also represent all defendants in Superior Court who elect to appeal a municipal court conviction and whose application for appointed counsel has been approved. Such representation shall include, but not be limited to, attendance at appeal hearings in Superior Court. If a defendant represented by Attorney hereunder elects to appeal a conviction to Superior Court, the Public Defender shall be responsible for timely filing of a Notice of Appeal to Superior Court.

1.1 The Public Defender shall certify compliance with Supreme Court Rule and governing case load quarterly with the City's Municipal Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing. The Public Defender warrants that he shall conform to the case load limitations not only with respect to services under this Agreement but also with respect to his practice as a whole, including other contracts for public defense and/or private practice.

1.2 Public Defender will maintain contemporaneous records on a daily basis documenting all work performed on each assigned case. Public Defender will maintain and provide to the City a quarterly report detailing:

1.2.1 the number of cases assigned during the period and the time spent on each case;

1.2.2 the disposition of cases assigned indicating the number of cases dismissed, the number of cases in which charges were reduced, the number of cases tried, and the number of cases disposed of by plea;

1.2.3 the number of cases in which a motion was brought with the Court as well as cases in which a motion was filed with the prosecutor and a reduced sentence or dismissal was negotiated;

1.2.4 the number of cases in which an investigator was utilized;

1.2.5 the number of cases which were set for trial including cases in which the defendant failed to appear;

1.2.6 the number and type of criminal cases handled outside of this contract (including cases assigned by another public entity); and

1.2.7 the percentage of the Public Defender's practice spent on civil or non criminal matters.

1.3 The Public Defender further warrants that his proposal, reflected in Section 2, Compensation, reflects all infrastructure, support, administrative services, routine investigation, and systems necessary to comply with the Decision and Standards except as provided in Section 2.4 below.

1.4 The Public Defender promises that he will promptly notify the City if any circumstance, including change in rule or law, renders it difficult or impossible to provide service in compliance with the Decision and/or the Standards.

2. Compensation. The City shall pay Public Defender a flat fee of Fifty-Two Thousand Five Hundred Dollars (\$52,500.00) per year. If appointed to represent a defendant in an appeal to Superior Court, the Public Defender shall be paid at the rate of \$40.00 per hour for work performed in such representation, not to exceed \$400.00 per case.

The compensation amount represents the salary and benefits necessary to provide Public Defense services through the undersigned counsel as supplemented in Section 2.4 below, along with all infrastructure, support, and systems necessary to comply with the Standards and Decision including by way of illustration and not limitation, training, research, secretarial and office facilities. As provided in Section 2.5 and its sub paragraphs below, the parties will periodically review staffing in light of changes in court rule and case load in order to adjust staffing based on

experience. The parties believe that they have provided sufficient capacity to ensure that, in all respects and at all times, public defense service will comply with the Standards and Decision with an adequate reserve capacity for each attorney. The Public Defender additionally agrees and promises that he will devote his full effort to the performance of this Agreement and will undertake no private practice of law or other public contract that would impede his ability to perform under this Agreement or reduce the case count available to the Public Defender.

2.1 Case Counts. Based upon case counts maintained by Public Defender and reviewed by the City, current estimates for annual case counts for all indigent cases filed by the City is approximately one hundred (100) cases per year. As provided in the Supreme Court Standards, the case counts also include the Public Defender's appearance at arraignment calendars and status conferences. The terms "case" and "credit" shall be defined in accordance with the Washington State Supreme Court rule and Washington Office of Public Defense guidelines. The City adopts an unweighted case count.

2.2 Adjustment; Internal Allocation. As provided in the Standards, case counts may be revised upwards based upon a variety of factors. Upon the Public Defender's request, the City shall review any particular case with the Public Defender to determine whether greater weighting should be assigned, and upward revisions shall not be unreasonably refused. The annual caseload shall be reviewed annually on or about June 30th each year.

2.3 Base Compensation. Except as expressly provided in Section 2.4, the cost of all infrastructure, administrative, support and systems as well as standard overhead services necessary to comply with the established standards are included in the base payment provided in Section 2.1 above.

2.4 Payments in Addition to the Base Compensation. The City shall pay for the following case expenses when reasonably incurred and approved by the Court from funds available for that purpose:

2.4.1 Discovery. Discovery shall be provided in accordance with law and court rule by the City Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain a copy of the defense, prosecuting attorneys making any charge or court files pertaining to the underlying case.

2.4.2 Preauthorized Expenses. Case expenses may be requested by the Public Defender and preauthorized by order of the Court. Unless the services are performed by Public Defender's staff or subcontractors, such expenses include, but are not limited to:

- (i) investigation expenses;
- (ii) medical and psychiatric evaluations;
- (iii) expert witness fees and expenses;
- (iv) interpreters;
- (v) polygraph, forensic and other scientific tests;
- (vi) unusually extensive computerized legal research; and

- (vii) any other non-routine expenses the Court finds necessary and proper for the investigation, preparation, and presentation of a case. In the event any expense is found by the Court to be outside of its authority to approve, the Public Defender may apply to the Contract Administrator for approval, such approval not to be unreasonably withheld.

2.4.3 Lay Witness Fees. Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;

2.4.4 Copying Clients' Files. The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief or habeas corpus attorney's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;

2.4.5 Copying Direct Appeal Transcripts Supreme Court Rules for the Administration of Courts of Limited Jurisdiction RALJ Appeals. The cost, if it exceeds \$25, of making copies of direct appeal transcripts for representation in post-conviction relief cases. Public Defender is limited to no more than two copies;

2.4.6 Records. To the extent such materials are not provided through discovery, medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$75; and

2.4.7 Process Service. The normal, reasonable cost for the service of a subpoena.

2.5 Review and Renegotiation.

2.5.1 Due to Increases or Decreases in Case Load. The City and the Public Defender shall, at the option of either party, renegotiate this contract if there is a significant increase or decrease in the number of cases assigned. Significant "decrease" shall mean a change of more than ten percent (10%) in the number of cases assigned. If cases are estimated to approach or exceed one hundred ten (112) cases per year or twenty eight (28) cases per quarter, the parties may renegotiate this contract to increase case coverage and compensation to Public Defender. At the request of either party, the City and Public Defender will periodically review case assignment trends, requests for additional credits and any other matters needed to determine contract compliance or necessary contract modifications. Public Defender shall promptly notify the City when quarterly case loads can reasonably be anticipated to require use of overflow or conflict counsel to assure that cases assigned to Public Defender remain within the limits adopted in this contract and comply with state and local standards.

2.5.2 Renegotiation Due to Change in Rule or Standard. This contract may be renegotiated at the option of either party if the Washington State Supreme Court, the

Washington State Bar or the City significantly modifies the Standards for Indigent Defense adopted pursuant to the Court rule or City Ordinance/Resolution.

3. Term. The term of this agreement shall be from the date of execution for a three (3) year initial term through June 30, 2018, unless sooner terminated as provided herein. The Agreement may be extended for two (2) additional one (1) year terms at the mutual agreement of the parties, not to exceed five (5) years in total.

3.1 For Cause. This agreement may be terminated for good cause for violation of any material term of this agreement. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of court, the ethical obligations established by the Washington State Bar Association, the willful disregard of the rights and best interests of the client, a willful violation of the Standards or the Decision, the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Attorney or any Public Defender providing service under this agreement, has been suspended or revoked. Any violation of the other provisions of this Contract shall be subject to cure. Written notice of contract violation shall be provided to the Public Defender who shall have thirty (30) business days to cure the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.

3.2 Termination on Mutual Agreement. The parties may agree in writing to terminate this contract at any time. Unless otherwise agreed to in writing, termination or expiration of this contract does not affect any existing obligation or liability of either party.

3.4 Obligations survive Termination. In the event of termination of this agreement, the following obligations shall survive and continue:

3.4.1 Representation. The compensation established in this agreement compensates Public Defender for services relating to each and every assigned case. Therefore, in the event this agreement is terminated, the Public Defender will continue to represent clients on assigned cases until a case is concluded on the trial court level.

3.4.2 The provisions of sections 1 and 5, as well as this subsection 3.4 survive termination as to the Public Defender. The City shall remain bound by the provisions of section 2.4 with respect to additional costs incurred with respect to cases concluded after the termination of this contract.

4. Nondiscrimination. Neither the Public Defender nor any person acting on behalf of the Public Defender, shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this agreement.

5. Indemnification. The Public Defender agrees to hold harmless and indemnify the City, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Public Defender's fees or awards, and including claims by Public Defender's own employees to which Public Defender might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Public Defender, his/her officers or agents.

It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Public Defender's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver.

The City agrees to hold harmless and indemnify the Public Defender, his/her officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Public Defender's fees or awards, arising out of or in connection with any willful misconduct or negligent error or omission of the City, its officers or agents.

This clause shall survive the termination or expiration of this agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

6. Insurance. The Public Defender shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the Public Defender, or the agents, representatives, employees, or subcontractors of the Public Defender.

6.1 Minimum Scope of Insurance. The Public Defender shall obtain insurance of the types described below, naming the City as an additional named insured:

6.1.2 Professional Liability (Errors and Omissions) for Public Defender with a minimum limit of liability of \$1,000,000 each claim.

6.1.3 Workers' Compensation per statutory requirements of Washington industrial insurance RCW Title 51.

6.2 Verification of Coverage. Public Defender shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work. Policies shall provide thirty (30) days written notice of cancellation to the City. The Public Defender shall provide the City with proof of insurance for "tail coverage" no later than December 31 of the year of termination of the Contract. The purpose of "tail coverage" is to provide insurance coverage for all claims that might arise from occurrences during the term of the Contract or extension(s) thereof, but not filed during the term of the Contract.

7. Work Performed by Public Defender. In addition to compliance with the Standards, in the performance of work under this Agreement, Public Defender shall comply with all federal,

state and municipal laws, ordinances, rules and regulations which are applicable to Public Defender's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8. Work Performed at Public Defender's Risk. Public Defender shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the Public Defender's own risk, and the Public Defender shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. Public Defender shall also pay its employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

9. Personal Services, no Subcontracting. This Agreement has been entered into in consideration of the Public Defender's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. Therefore, the Public Defender has personally signed this Agreement below to indicate that he is bound by its terms. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any assignment of this Agreement by the Public Defender without the express written consent of the City shall be void.

10. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Public Defender. An additional attorney may be added to this Agreement by adding his or her signature to these agreements.

11. Entire Agreement; Prior Agreement Superseded. The written provisions in terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. Upon execution, this Agreement shall supersede any and all prior agreements between the parties.

12. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

CITY:
280 Madison Avenue North
Bainbridge Island, WA 98110
Attention: City Attorney

PUBLIC DEFENDER:
Thomas S. Alpaugh
600 Winslow Way E., Suite 131
Bainbridge Island, WA 98110

13. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred

in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options and the same shall be and remain in full force and effect.

14. Resolutions of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the City Attorney, whose decision shall be final. Provided, however, that any complaint regarding any violation of the Standards or which relate to any manner whatsoever to trial strategy or an ongoing case, shall be referred to the Judge of the City's Municipal Court or to the Washington State Bar Association as appropriate. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between the Public Defender and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable Public Defender's fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in Kitsap County Superior Court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2015.

CITY OF BAINBRIDGE ISLAND

By: _____
Douglas Schulze, City Manager

PUBLIC DEFENDER

By: _____
Thomas S. Alpaugh

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Special Event Permit Costs for July 4 th Events	Date: July 7, 2015
Agenda Item: Staff Intensive	Bill No.: 15-121
Proposed By: Doug Schulze, City Manager	Referral(s):

BUDGET INFORMATION

Department/Fund: Executive	Munis Contract #
Expenditure Req: \$300	Budgeted? ☐ Yes ☒ No
	Budget Amend. Req? ☒ Yes ☐ No

REFERRALS/REVIEW

Study Session: July 7, 2014	Recommendation:
City Manager ☒ Yes ☐ No ☐	Legal ☐ Yes ☐ No ☒ N/A
	Finance ☒ Yes ☐ No ☐ N/A

DESCRIPTION/SUMMARY

Background:

Each year, the City hosts a series of events for the purpose of celebrating the July 4th holiday – specifically, the July 3rd Street Dance and the Grand Old 4th of July. These events are sponsored by the Downtown Association and the Chamber of Commerce, respectively.

Due to a recent change in the City's Special Event Permit Application, additional costs will be incurred by these organizations in order for them to receive the required Right of Way permits to close the roads for these events. The cost to the Downtown Association for the July 3rd Street Dance is \$150 and the total cost to the Chamber of Commerce is \$150 – totaling \$300 for both events.

Because these integral celebrations are beloved by our community, the City is asking Council to consider covering the cost of these events.

RECOMMENDED ACTION

Motion:

I move to authorize the City Manager to cover the cost of the fees associated with the July 3rd Street Dance and the Grand Old 4th of July with City funds.

To: City Council

From: Val Tollefson, UA)C Liaison

Re: June 22, 2015 UAC meeting.

Present: Andy Maron, Jeff Kanter, Steve Johnson, Nancy Nolan, Emily Sato

Also present: Public Works Director Barry Loveless, Councilmember Val Tollefson; Dan Hamlin (BIMPRD), Steve Leach, and Robert Dashiell; Lee Cross (BIMPRD – 5:55

1. Notes from May 28 and June 8 meetings approved.
2. Brief discussion of the Water workshop. Jeff Kanter was the only member who saw it, and commented that he didn't see anyone raising red flags about sufficiency of water.
3. Looking forward to full complement of committee next week. Will discuss whether meeting time will be the same or changed.
4. Discuss SSWM report to Council, and the Council's approval of moving forward as recommended. UAC will need to now move forward with discussion of financial / budget aspects, while Public Works updates data on actual property in prep for calculation of ERUs. The committee decided to leave most substantive discussion for the next meeting, when the fully constituted Committee should be present.
5. Scope of discussion for next meeting.: What is scope of utility work, with reference to Chapter 5 of the draft report. Also CIP needs to be discussed. Barry will send info on CIP project details. Some discussion as to whether the City is spending its money wisely, and how one determines that. Brief discussion as to whether a consultant should be hired to review performance, with difference of opinion as to whether that is necessary. Katie Isaksson (sp?) was mentioned as a consultant who had done prior work.
6. Public comment:

Robert Dashiell: There is a lot of detailed data on allocation of resources available on the City's website, but Robert doubts anyone on the Committee is willing to dig in at that level of detail. Robert also raised his continuing question as to whether it is proper for the City to be doing certain work and charging it to the SSWM.

Lee Cross: Wanted to know how long the City has been doing the water quality monitoring, and what use is made of it. Barry replied that the program hasn't been in operation that long, and that there are many pieces to it.

Adjourn at 6:40

A handwritten signature in blue ink, appearing to read "Val Zolp", followed by a horizontal line.

cc: City Manager, City Attorney, Barry Loveless, UAC Chair

TO: City Council
RE: Non-Motorized Transportation Advisory Committee

July 1, 2015 Committee Meeting Notes

Present: Alyse Nelson, Chair, Demi Allen, John Grinter, Lief Horwitz, Patty Lyman, and Don Willott. Absent: Marsha Cutting. Also attending were COBI Liaison Wayne Roth, Park District Liaison Lee Cross for Kirk Robinson, and City Engineer Chris Hammer. Guest: La Trina P. Jackson, friend of Patty Lyman

The meeting was called to order at 7:05pm and adjourned at 9:00pm.

1 CIP/20 Year Project Planning Meetings

Additional time is needed before August to review 20 year CIP priorities. Two committee work sessions are scheduled on July 14 & July 16 from 6:30-8:30pm.

2 Hawley Cove Park Trail

The committee discussed whether it should comment on the Park District's trail extension application which is being reviewed by the City. The trail is designed for recreational uses and will facilitate handicap access to the beach from the parking area. Several members prefer a new trail which would favor bicycle and commuter use. A motion was approved to advise the City to work with the Park District to better implement non-motorized goals.

3 Island-Wide Transportation Study (IWTS) Review

Chris distributed complete copies of the current IWTS draft. He asked committee members to send comments to him as soon as possible. The final draft will be reviewed by the committee at its August meeting, after which it will go to the Planning Commission.

It was agreed to move the August 5 meeting to later in the month.

4 Lost Valley Property Transfer

The committee passed a motion requesting that the City include a provision for non-motorized access when the property is transferred to Park District.

5 City Engineer's Report

Chris asked whether there was interest applying for recognition in the Bicycle Friendly Communities program this year. The application is due August 11. It was agreed that unless a member of the committee is able to complete the paperwork, the application will be postponed until 2016.

Respectfully submitted

Wayne Roth
NMTAC Liaison

2015 PROPOSED COUNCIL CALENDAR ITEMS

Absences				Clerk	Department	Timing (min)	Study Session 7 pm	Absences				Clerk	Department	Timing (min)	Business Meeting 7 pm
				Roz		25	21-Jul							28-Jul	
					EXEC	30	Ordinance No. 2015-18, Public Safety Facility Ballot Proposition, 2nd Reading (Consider Action)								
					CC	15	Suzuki Property Request for Proposals (Discussion)								
					PW	10	Waterfront Park Cost Estimate Update (Consider Action)								
					PW	10	Ordinance No. 2015-07, Transportation Impact Fees - 2nd Reading (Consider Action)								
					PW	10	Public Works Contracts								
					PW		Wing Point Way Construction Award - blanks (Info.)								
					PW		Islandwide Chip Seal Construction Award - Unfinished Business (Consider Action)								
					PW		2015 Road Striping Project Award (Consider Action)								
					PW		Construction Administrative Services PSA - Unfinished Business (Consider Action)								
					PW		Resolution No. 2015-10, General Sewer Plan Adoption, Unfinished Business (Consider Action)								
					PW	CA	Biosolids Agreement (Consider Action)								
						100									

2015 PROPOSED COUNCIL CALENDAR ITEMS

Study Session 7 pm				Business Meeting 7 pm			
Absences	Clerk	Department	Timing (min)	Absences	Clerk	Department	Timing (min)
4-Aug				Roger	Kelly		25
						EXEC	20
						FIN	15
						FIN	10
						EXEC	10
						EXEC	10
						EXEC	10
						PCD	10
						CC	10
						PW	10
						PW	5
							125

2015 PROPOSED COUNCIL CALENDAR ITEMS

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