



**PLANNING COMMISSION REGULAR MEETING
THURSDAY, AUGUST 14, 2025**

BAINBRIDGE ISLAND CITY HALL
COUNCIL CHAMBERS
280 MADISON AVENUE N.
BAINBRIDGE ISLAND, WASHINGTON

AND

ZOOM WEBINAR
[HTTPS://BAINBRIDGEWA.ZOOM.US/J/86561143070](https://bainbridgewa.zoom.us/j/86561143070)
OR TELEPHONE: US: +1 253 205 0468
WEBINAR ID: 865 6114 3070

AGENDA

1. CALL TO ORDER/LAND ACKNOWLEDGMENT - 6:00 PM

We would like to begin by acknowledging that the land on which we gather is within the ancestral territory of the Suquamish, "People of Clear Salt Water." Expert fishermen, canoe builders and basket weavers, the Suquamish live in harmony with the lands and waterways along Washington's Central Salish Sea as they have for thousands of years. Here, the Suquamish live and protect the land and waters of their ancestors for future generations as promised by the Point Elliot Treaty of 1855.

2. AGENDA REVIEW / DISCLOSURE OF CONFLICTS - 6:05 PM

3. PLANNING COMMISSION MEETING MINUTES - 6:10 PM

Review and approve meeting minutes.

3.a Minutes 5 Minutes

[Planning Commission Meeting Minutes 20250724 - Draft.pdf](#)

[Planning Commission Special Meeting Minutes 20250807 - Draft.pdf](#)

4. PUBLIC COMMENT INSTRUCTIONS - 6:15 PM

Members of the public are encouraged to submit written public comment to the Planning Commission at any time by emailing pcd@bainbridgewa.gov. Members of the public who wish to provide public comment in-person at a Planning Commission meeting should sign up to speak on the sign-in sheet by the Chamber doors. The Planning Commission Chair will call the people signed up on the sign-in sheet, and speakers will have up to three minutes to speak from the podium. Please speak directly into the microphone, which is adjustable. A timer on the screen will indicate when 3 minutes (or such other time set by the Chair) has elapsed. Orderly behavior and civility in remarks is expected with no clapping or booing, and no yielding of one person's time to another person.

Guidelines for public comment are provided. Remote public comment is allowed with advance notice to the Planning & Community Development Department by noon on the date of the meeting at

pcd@bainbridgewa.gov, provided that all remote commenters shall be required to display their true name and to keep their camera turned on to show their true uncovered face while delivering their comments.

Public comment is not accepted during the balance of the Planning Commission meeting, unless a public hearing or public participation meeting is on the agenda.

4.a Public Comment Instructions - 6:15 PM 10 Minutes

[Instructions_for_Providing_Public_Comment_for all PC agendas 20250103.pdf](#)

5. PLANNING DIRECTOR'S REPORT - 6:25 PM

6. NEW BUSINESS - 6:30 PM

6.a Consider Ordinance No. 2025- 26 Updating Regulations Related to Accessory Dwelling Units 15 Minutes

[Pre Approved ADus and BIMC_PC 08.14.2025.pdf](#)

[Draft Ordinance_No._2025-26_ADU_Code_UpdatesPLc.pdf](#)

6.b Ordinance No. 2025-21 Development Standards for Affordable Housing Projects 30 Minutes

[Ordinance No. 2025-21 Development Standards for Aff Housing.pdf](#)

[Current Zoning Downtown Winslow.pdf](#)

6.c Review and Recommendation for BI Senior and Community Center SPR Application 30 Minutes

[PLN52863 BISCC Staff Report for Planning Commission.pdf](#)

[Bainbridge Island Senior Community Center \(Redevelopment of Senior Center Property MOU\).pdf](#)

[BISCC SPR Site Plans.pdf](#)

[BISCC SPR Architectural set.pdf](#)

[Landscape and Tree Retention Plan and Arborist Report.pdf](#)

[BISCC SPR-EXTERIOR SITE LIGHTING.pdf](#)

[PLN52863 Development Engineering Memo SPR Bainbridge Island Senior_Community Center.pdf](#)

[Certificate of Concurrence - BI Senior & Community Center.pdf](#)

[BI Fire Dept Comments Senior Community Center.pdf](#)

7. FOR THE GOOD OF THE ORDER - 7:45 PM

8. ADJOURNMENT - 7:50 PM

GUIDING PRINCIPLES

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

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

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

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

Guiding Principle #5 - The use of land on the Island should be based on the principle that the Island's

environmental resources are finite and must be maintained at a sustainable level.

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

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

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



Planning Commission meetings are wheelchair accessible. Assist listening devices are available in Council Chambers. If you require additional ADA accommodations, please contact the Planning & Community Development Department at (206) 780-3750 or pcd@bainbridgewa.gov by noon on the day preceeding the meeting.

Public Comment may be limited to allow time for the Commissioners to deliberate. To provide additional public comment, email your comment to pcd@bainbridgewa.gov or mail it to Planning and Community Development, 208 Madison Avenue North, Bainbridge Island, WA 98110.



CITY OF
BAINBRIDGE ISLAND

Planning Commission Regular Meeting Agenda Bill

MEETING DATE: August 14, 2025

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Minutes

AGENDA CATEGORY: Minutes

PROPOSED BY: Planning &
Community Development

PREVIOUS PLANNING COMMISSION REVIEW DATE(S):

PREVIOUS COUNCIL REVIEW DATE(S):

RECOMMENDED MOTION:

I move to approve the July 24, 2025, and the August 7, 2025, meeting minutes, as presented.

ATTACHMENTS:

[Planning Commission Meeting Minutes 20250724 - Draft.pdf](#)

[Planning Commission Special Meeting Minutes 20250807 - Draft.pdf](#)



Planning Commission Regular Meeting July 24, 2025

Meeting Minutes

1) CALL TO ORDER/LAND ACKNOWLEDGMENT -

Vice-Chair Sarah Blossom called the meeting to order at 6:03 PM and read the Land Acknowledgement. Present in chambers were Commissioners Sarah Blossom, Ben Deines, Criss Garcia, Peter Schaab, and Sean Sullivan. Excused was Commissioner Alex Preudhomme. Absent was Chair Ariel Birtley. Also present were City Council Liaison Jon Quitslund, PCD Director Patty Charnas, Senior Planner Jennifer Sutton and Consultant Joe Tovar.

2) AGENDA REVIEW / DISCLOSURE OF CONFLICTS -

There were no conflicts disclosed.

MOTION: I move to approve the agenda.

Schaab / Garcia – The motion carried unanimously.

3) PLANNING COMMISSION MEETING MINUTES -

3.a Minutes

[Cover Page](#)

[Planning Commission Minutes 20250710-Draft.pdf](#)

MOTION: I move to approve the July 10, 2025, meeting minutes, as presented.

Schaab / Garcia – The motion carried unanimously.

4) PUBLIC COMMENT INSTRUCTIONS -

4.a Public Comment Instructions -

[Cover Page](#)

[Instructions_for_Providing_Public_Comment_for all PC agendas 20250103.pdf](#)

Public Comment was received.

5) PLANNING DIRECTOR'S REPORT - 6:25 PM

5.a Relay City Council July 15, 2025, direction to the Planning Commission regarding the Affordable Housing Project at 625 Winslow Way
[Cover Page](#)

Director Patty Charnas provided an update on the Affordable Housing Project at 625 Winslow Way, the Planning Commission schedule for the next 3 months, and upcoming Planning Commission Officers elections. She introduced consultant Joe Tovar who talked about the direction provided to Planning Commission from the City Council. Discussion followed.

MOTION: I move that we set aside at least 2 full meetings (worth of time) in the work plan (whatever the extents of that work plan are in terms of the dates) to discuss island wide Comprehensive Plan issues.

Deines/Blossom - The motion carried unanimously.

6) UNFINISHED BUSINESS - 6:40 PM

6.a Continued Discussion on the updates to the Winslow Subarea Plan and island wide Comprehensive Plan with facilitation from Planning Consultant Joe Tovar
[Cover Page](#)

[7.21.25 J. Tovar MEMO to PC.pdf](#)

[Existing and Proposed Winslow Related Goals and Policies.pdf](#)

[June 20 Winslow goals and policies submitted by PC Chair Birtley.pdf](#)

[AHA_Prefered_Alternative_Concept_Schaab_20250718.pdf](#)

[DRAFT Ordinance No. 2025-21 Development Standards for Aff Housing.pdf](#)

[Existing and Proposed Winslow Related Goals and Policies - PC Reviewed Approved as of 2025-07-24.pdf](#)

MOTION: I move to adopt the central core district policies 2.6.1 through 2.6.4 as presented.

Schaab/Garcia - The motion carried unanimously.

MOTION: I move to strike WMP 2.7.1 and current LU 7. 4 and leave a note in the document saying that we would want to revisit this as street frontage consideration.

Garcia/Sullivan - The motion carried unanimously.

MOTION: I move to remove LU Policy 7.6.

Deines/Sullivan - The motion carried unanimously.

MOTION: I move adoption of policy of WMP 2.10.1, .2, .3, .4, .5, as amended, and the discussion pieces contextually.

Garcia/Schaab - The motion carried unanimously.

MOTION: I move to adopt Policy 2.10.6, as presented.

Schaab/Deines - The motion carried unanimously.

MOTION: I move to adoption of policy WMP 2.10.7 (novel) as written.

Garcia/Denies - The motion carried unanimously.

MOTION: I move to adopt striking the older WMP 2.10.7.

Schaab/Garcia - The motion carried unanimously.

MOTION: I move to strike LU 7.7.

Schaab/Garcia - The motion carried unanimously.

MOTION: I move approval of Land Use Element Goal LU-88 as presented and 8.1 and 8.2 as presented and 8.3 as amended.

Garcia/Schaab - The motion carried unanimously.

MOTION: I move to strike Policy LU 8.4 be struck as it's covered elsewhere.

Garcia/Schaab - The motion carried unanimously.

MOTION: I move to remove Policy LU 8.6 and add to the document a note to ensure that it is covered elsewhere, that those standards are provided by other townwide standards.

Garcia/Schaab - The motion carried unanimously.

7) FOR THE GOOD OF THE ORDER - 8:10 PM

Nothing offered.

Commissioner Sullivan excused himself from the meeting at 8:09 PM

8) ADJOURNMENT – 9:09 PM



Planning Commission Special Meeting August 7, 2025

Meeting Minutes

1) **CALL TO ORDER/LAND ACKNOWLEDGMENT -**

Chair Ariel Birtley called the meeting to order at 6:07 pm and read the Land Acknowledgement. Present in Chambers were Commissioners Ariel Birtley, Sarah Blossom, Ben Deines, Peter Schaab, and Criss Garcia. Present via Zoom was Commissioner Sean Sullivan. Excused was Commissioner Alex Preudhomme. Also present in Chambers were Senior Planner Jennifer Sutton, Consultant Joe Tovar, and City Council Liaison Jon Quitslund. Present via Zoom was Mayor Ashley Mathews.

2) **AGENDA REVIEW / CONFLICTS DISCLOSURE -**

No conflicts disclosed.

MOTION: I move to approve the agenda as presented.
Blossom / Garcia - The motion carried unanimously, 6-0.

3) **ELECT CHAIR AND VICE CHAIR OF THE PLANNING COMMISSION -**

MOTION: I nominate Sarah Blossom for Chair.
Garcia / Schaab - The motion carried unanimously, 6-0.

MOTION: I move to appoint Criss Garcia as Vice-Chair.
Blossom / Schaab - The motion carried unanimously, 6-0.

4) **PUBLIC COMMENT INSTRUCTIONS -**

4a. Public Comment Instructions

[Cover Page](#)

[Instructions_for_Providing_Public_Comment_for all PC agendas 20250103.pdf](#)

Public Comment received.

5) **UNFINISHED BUSINESS -**

5a. Continued Discussion on updates to the Winslow Plan and Regulations

[Cover Page](#)

[07.31.25 Tovar Memo to Planning Commission.pdf](#)

[WSP_and_CP_Planning_Commission_Draft_Work_Plan.pdf](#)

[Organizing for a Shared Mission.pdf](#)

[P._Schaab_Top_5_Essential_Points_of_AHA.pdf](#)
[Existing and Proposed Winslow Related Goals and Policies - PC Reviewed Approved as of 2025-07-24.pdf](#)
[Commissioner Schaab and Deines Policy Wording Suggestions.pdf](#)
[Birtley Suggestions Winslow Subarea Plan Goals and Policies.pdf](#)

Consultant Joe Tovar opened the discussion on the continued work on the WSP and Comp Plan update.

Commissioner Sullivan excused himself from the meeting at 7:40 PM.

Commissioner Schaab presented his 5 essential points of AHA.

Commissioner Deines excused himself from the meeting at 8:56 PM.

MOTION: I move that we spend the session of the 28th lining and understanding the development standards that align with the Ferry and High School zones consultant model, including the model's function, assumptions, and input parameters.

Garcia / Birtley – The motion carried unanimously, 5-0 with Commissioner Sullivan absent.

MOTION: I move to request Planning staff to look into a time for us to have a work group session, with the public able to attend and have public comment in the beginning. We're requesting anywhere between 4-8 hours.

Birtley / Schaab – The motion carried unanimously, 5-0 with Commissioner Sullivan absent.

6) **For the good of the order** - Discussion only.

7) **ADJOURNMENT - 9:47 PM**



CITY OF
BAINBRIDGE ISLAND

Planning Commission Regular Meeting Agenda Bill

MEETING DATE: August 14, 2025

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: Public Comment Instructions - 6:15 PM

AGENDA CATEGORY: Discussion

PROPOSED BY: Planning &
Community Development

PREVIOUS PLANNING COMMISSION REVIEW DATE(S):

PREVIOUS COUNCIL REVIEW DATE(S):

RECOMMENDED MOTION:

Discussion Only

ATTACHMENTS:

[Instructions_for_Providing_Public_Comment_for all PC agendas 20250103.pdf](#)



PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Members of the public are encouraged to submit written public comment to the Planning Commission at any time by emailing pcd@bainbridgewa.gov. For members of the public who wish to provide public comment in-person, at a Planning Commission meeting:

1. Sign up to speak on the sign-in sheet by the Chamber doors. The Planning Commission Chair will call the people signed up on the sign-in sheet
2. Speakers will have up to three minutes to speak from the podium. Please speak directly into the microphone, which is adjustable. A timer on the screen will indicate when 3 minutes (or such other time set by the Chair) has elapsed, and there is no yielding of one person's time to another person.
3. Orderly behavior and civility in remarks is expected with no clapping or booing, Guidelines for public comment are provided.
4. Remote public comment is allowed with advance notice to the Planning & Community Development Department by noon on the date of the meeting at pcd@bainbridgewa.gov, provided that all remote commenters shall be required to display their true name on Zoom.
5. Public comment is not accepted during the balance of the Planning Commission meeting, unless a public hearing or public participation meeting is on the agenda.

Instructions for Providing Public Comment Remotely

1. Contact the Planning & Community Development Department at pcd@bainbridgewa.gov no later than Noon on the day of the meeting. State which meeting you would like to make a public comment and provide your true name.
IMPORTANT: No remote public comment will be accepted without first registering at the email address above.
2. Join the Zoom webinar by following the link posted on the agenda and on the City's website calendar. Sign into Zoom. You will need to enter and display your true name on Zoom.
3. The Chair will indicate when it is time for you to make a public comment.

Excerpts from the Governance Manual regarding public comment (although “City Council” is mentioned below, this information applies equally to Planning Commission):

5.6 Respect and Decorum

It is the duty of the Presiding Officer and Councilmembers to maintain dignity and respect for their offices, City staff, and the public. While the Council is in session, the Councilmembers shall preserve civility, order and decorum. No member of the public shall, by conversation or otherwise, delay, disrupt, or interrupt the proceedings of the Council, nor engage in any of the prohibited behavior described below. Councilmembers and the public shall obey the proper orders of the Presiding Officer of the meeting.

5.6.1 Orderly Behavior and Civility in Remarks

Any person disrupting the business of the Council, either while addressing the Council or attending the proceedings, shall be asked to leave, or be removed from the meeting. Continued disruptions may result in a point of order by the Presiding Officer or a Councilmember pursuant to the Council’s parliamentary rules, or a recess, forced removal, or adjournment as described elsewhere in this manual. Disruptive behavior includes, but is not limited to, the following:

- (a) Speaking without being recognized by the Presiding Officer.
- (b) Continuing to speak after the allotted time has expired.
- (c) Speaking on an item at a time not designated for discussion by the public of that item, such as speaking on a quasi-judicial item at a time other than during a public hearing or closed record proceeding on the matter.
- (d) Throwing objects.
- (e) Speaking on an issue that is not a public topic, in violation of Section 9.12.2.
- (f) Speaking in favor of or in opposition to a ballot proposition or a candidate for public office, provided, that public comment is allowed when the City Council is considering taking a collective position in favor of or in opposition to a ballot proposition as authorized in RCW 42.17A.555.
- (g) Impersonating a City Councilmember or a member of the City staff.
- (h) Shouting or otherwise engaging in loud or boisterous behavior.
- (i) Continuing to make repetitive remarks after being requested not to do so by the Presiding Officer or a majority of the City Council.
- (j) Attempting to engage the audience rather than the Council, e.g., asking audience members to stand, clap, boo or otherwise express collective support or opposition to any matter.

- (k) Booing, hissing, or otherwise disrupting the comments of another speaker.
- (l) Using racial slurs or other slurs directed at the color, creed, religion, ancestry, gender, sexual orientation, gender expression or identity, national origin, citizenship or immigration status, or mental, physical, or sensory disability of any individual or group, under circumstances where such words constitute “fighting words” under constitutional law.
- (m) Refusing to modify conduct after being advised by the Presiding Officer that the conduct is disrupting the meeting or disobeying any other lawful order of the Presiding Officer or a majority of the City Council.

5.6.2 Permission Required to Address the Council

Persons other than Councilmembers and Administration shall be permitted to address the Council only upon recognition and introduction by the Presiding Officer of the meeting.

.....

9.12.2 Subjects – Whether or Not on the Current Agenda

Public comments received during the public comment period may be on any public topic, whether or not on the agenda, but a comment on the subject that is covered by a public hearing at that meeting must be made during the period of the public hearing. All public comment shall be made consistent with Section 5.6.

9.12.3 Use of Microphones

Comments shall be made directly into the microphone, as it is necessary for the public record and for the audience to hear all proceedings. No comments shall be made from any other location.



CITY OF
BAINBRIDGE ISLAND

Planning Commission Regular Meeting Agenda Bill

MEETING DATE: August 14, 2025

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: Consider Ordinance No. 2025- 26 Updating Regulations Related to Accessory Dwelling Units

AGENDA CATEGORY: Ordinance

PROPOSED BY: Planning &
Community Development

PREVIOUS PLANNING COMMISSION REVIEW DATE(S):

PREVIOUS COUNCIL REVIEW DATE(S):
July 22, 2025

RECOMMENDED MOTION:

I move to schedule a public hearing on September 11, 2025, Ordinance No. 2025-26 updating BIMC 18.09.030.I.5 related to accessory dwelling units.

SUMMARY:

Bainbridge Island participates in the Kitsap Regional Coordinating Council (KRCC). Over the last year, the KRCC Land Use Technical Advisory Committee worked on and supported the development of pre-approved building plans for accessory dwelling units (ADUs). So that the preapproved ADU plans can be more easily available and used by property owners on Bainbridge Island, the zoning code needs minor adjustments to ADU standards.

Specifically, BIMC 18.09.005 I.5 f. states that "Accessory dwelling units shall be designed to maintain the appearance of the primary dwelling as a single-family dwelling, containing 900 square feet of floor area or less." The pre-approved ADU plan sets are offered for 480, 600, 800 and 1,000 square foot models with modest choices on siding, window and roofing. The pre-approved ADUs are being offered throughout Kitsap County and will not necessarily conform to this section of code. An ordinance modifies code language so that the ADUs do not have to maintain the appearance of the primary dwelling unit and are allowed to be up to 1,000 square feet. It is also desired that the BIMC 19.09.005 I. 5. k. on the requirement that the ADU shall share a single driveway with the primary dwelling be modified to "...should share a single driveway," because often island permit customers who wish to construct an ADU cannot always provide one single driveway. By using the word "should" instead of "shall" shows a code preference for one driveway but an ability to construct two. All other access related standards would still apply.

BACKGROUND: The City of Bainbridge Island is participating in a countywide program to provide a variety of pre-approved Accessory Dwelling Units (ADU) plans for use free of charge in Kitsap County. This program is led by the Kitsap Regional Coordinating Council (KRCC) in collaboration with all Kitsap County jurisdictions,

including Bainbridge Island, Bremerton, Port Orchard, and Poulsbo. For more information on this countywide effort, please visit the KRCC Pre-Approved ADU Program website. Streamlined plan review and a reduction in plan review fees accompany the roll out of the Bainbridge Island pre-approved ADU plans once minor code updates are in place.

ATTACHMENTS:

[Pre Approved ADUs and BIMC_PC 08.14.2025.pdf](#)

[Draft Ordinance_No._2025-26_ADU_Code_UpdatesPLc.pdf](#)



PreApproved Accessory Development Unit Plans

How code can help these
plans be used



Kitsap Regional Coordinating Council



Kitsap Regional Coordinating Council

May 6, 2025





Lille - 480 SF



The Sydney- 600SF



The Blakely - 800 SF 2 Story



**The Salish-
1,000SF Rambler**

**The Kitsap-
Carriage House**



How will it work?

Building plan reviews are expedited

- Architectural review
- Structural review
- Energy code review

Site plan reviews are not expedited

- Zoning requirements
- Critical areas
- Utility infrastructure
- Other site-specific reviews

POTENTIAL BENEFITS TO USERS

No design fees
(except if a structural
modification is made)

Faster permitting

Potential for
discounted
permitting fees
(pending
confirmation)

Title 18 ZONING¹

Chapters:

- 18.03 General Provisions
- 18.06 Zoning Districts
- 18.09 Use Regulations
- 18.10 Use Regulations – Wireless Communication Facilities
- 18.10A Use Regulations – Small Wireless Facilities
- 18.11 Eligible Facilities Requests
- 18.12 Dimensional Standards
- 18.15 Development Standards and Guidelines
- 18.18 Design Standards and Guidelines
- 18.21 Affordable Housing
- 18.24 Historic Preservation Program
- 18.27 Transfer of Development Rights
- 18.30 Nonconforming Lots, Uses, and Structures
- 18.33 Violations, Enforcement, and Penalties
- 18.36 Definitions

18.09.030 Use-specific standards.

I. Accessory Uses.

5. Accessory Dwelling Unit.

5. Accessory Dwelling Unit.

- a. An accessory dwelling unit (ADU) may be created within, or detached from, any single-family dwelling, whether existing or new, as a subordinate use, where permitted ("P") by this chapter.
- b. In the shoreline jurisdiction, an accessory dwelling unit may be created within, or detached from, any single-family dwelling, whether existing or new, as a subordinate use, where conditional ("C") pursuant to this chapter. See Chapter [16.12](#) BIMC for shoreline conditional use process.
- c. Only one accessory dwelling unit may be created per parcel.
- d. No variances shall be granted for an accessory dwelling unit.
- e. One off-street parking space shall be provided in addition to off-street parking that is required for the primary dwelling.
- f. Accessory dwelling units shall be designed to maintain the appearance of the primary dwelling as a single-family dwelling, containing 900 square feet of floor area or less. However, if the accessory dwelling unit will be located within a building existing as of the approval date of Ordinance No. 2015-16 (for example, in a basement) the city may allow an increased size in order to efficiently use all floor area. If a separate outside entrance is necessary for an accessory dwelling unit located within the primary dwelling, that entrance must be located either on the rear or side of the building.
- g. If an accessory dwelling unit is constructed in conjunction with a garage, the square footage of the garage shall not count towards the 900-square-foot limitation.
- h. An accessory dwelling unit not attached to the single-family dwelling may not contain any accessory use other than a garage.
- i. No recreational vehicle shall be an accessory dwelling unit.
- j. When stairs utilized for the ADU are enclosed within the exterior vertical walls of the building, they shall not count towards the floor area of the ADU.
- k. The ADU shall share a single driveway with the primary dwelling.
- l. School impact fees and qualified exemptions from those fees as provided in Chapter [15.28](#) BIMC shall apply.
- m. All other applicable standards including, but not limited to, lot coverage, setbacks, parking requirements, and health district or city requirements for water, sewer, and/or septic must be met.
- n. In the Mixed Use Town Center, new accessory dwelling units are only permitted as part of a housing design demonstration project single-family subdivision approved pursuant to BIMC [2.16.020](#) S.

5. Accessory Dwelling Unit.

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- a. An accessory dwelling unit (ADU) may be created within, or detached from, any single-family dwelling, whether existing or new, as a subordinate use, where permitted ("P") by this chapter.
- b. In the shoreline jurisdiction, an accessory dwelling unit may be created within, or detached from, any single-family dwelling, whether existing or new, as a subordinate use, where conditional ("C") pursuant to this chapter. See Chapter [16.12](#) BIMC for shoreline conditional use process.
- c. Only one accessory dwelling unit may be created per parcel.
- d. No variances shall be granted for an accessory dwelling unit.
- e. One off-street parking space shall be provided in addition to off-street parking that is required for the primary dwelling.
- f. Accessory dwelling units shall be designed to maintain the appearance of the primary dwelling as a single-family dwelling, containing 900 square feet of floor area or less. However, if the accessory dwelling unit will be located within a building existing as of the approval date of Ordinance No. 2015-16 (for example, in a basement) the city may allow an increased size in order to efficiently use all floor area. If a separate outside entrance is necessary for an accessory dwelling unit located within the primary dwelling, that entrance must be located either on the rear or side of the building.
- g. If an accessory dwelling unit is constructed in conjunction with a garage, the square footage of the garage shall not count towards the 900-square-foot limitation.
- h. An accessory dwelling unit not attached to the single-family dwelling may not contain any accessory use other than a garage.
- i. No recreational vehicle shall be an accessory dwelling unit.
- j. When stairs utilized for the ADU are enclosed within the exterior vertical walls of the building, they shall not count towards the floor area of the ADU.
- k. The ADU shall share a single driveway with the primary dwelling.
- l. School impact fees and qualified exemptions from those fees as provided in Chapter [15.28](#) BIMC shall apply.
- m. All other applicable standards including, but not limited to, lot coverage, setbacks, parking requirements, and health district or city requirements for water, sewer, and/or septic must be met.
- n. In the Mixed Use Town Center, new accessory dwelling units are only permitted as part of a housing design demonstration project single-family subdivision approved pursuant to BIMC [2.16.020.S](#).

ORDINANCE NO. 2025-26

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to Accessory Dwelling Units amending Bainbridge Island Municipal Code Section 18.09.030, establishing an effective date and providing severability

WHEREAS, the City of Bainbridge Island is a member jurisdiction to the Kitsap Regional Coordinating Council ("KRCC"); and

WHEREAS, the KRCC Land Use Technical Advisory Council created a project to develop and implement a program to distribute building plans for Accessory Dwelling Units (ADUs) that were pre-approved by licensed architects and structural engineers; and

WHEREAS, planning and development standards for ADUS are contained in Section 18.09.030 in the Bainbridge Island Municipal Code (BIMC); and

WHEREAS, certain code provisions in BIMC Section 18.09.030.I.5 prevent the smooth and straightforward use of the pre-approved ADU plan sets; and

WHEREAS, on July 22, 2025, at a regular business meeting, the Bainbridge Island City Council after a staff presentation on pre-approved ADUs and barriers in code preventing their smooth and straightforward use, gave direction to develop an ordinance to address barriers in code for the preapproved ADU plan sets; and

WHEREAS, on August 14, 2025, the Planning Commission considered Ordinance No. 2025-26 to amend BIMC Section 18.09.030.I.5; and

WHEREAS, on XXXXX, the Planning Commission held a public hearing on the draft amendments and recommended XXXX to the City Council; and

WHEREAS, the City Council reviewed the Planning Commission's recommendation at a regular business meeting on XXXXX; and

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

Section 1. Section 18.09.030 of the Bainbridge Island Municipal Code is amended to read as follows:

Additional Information -slides

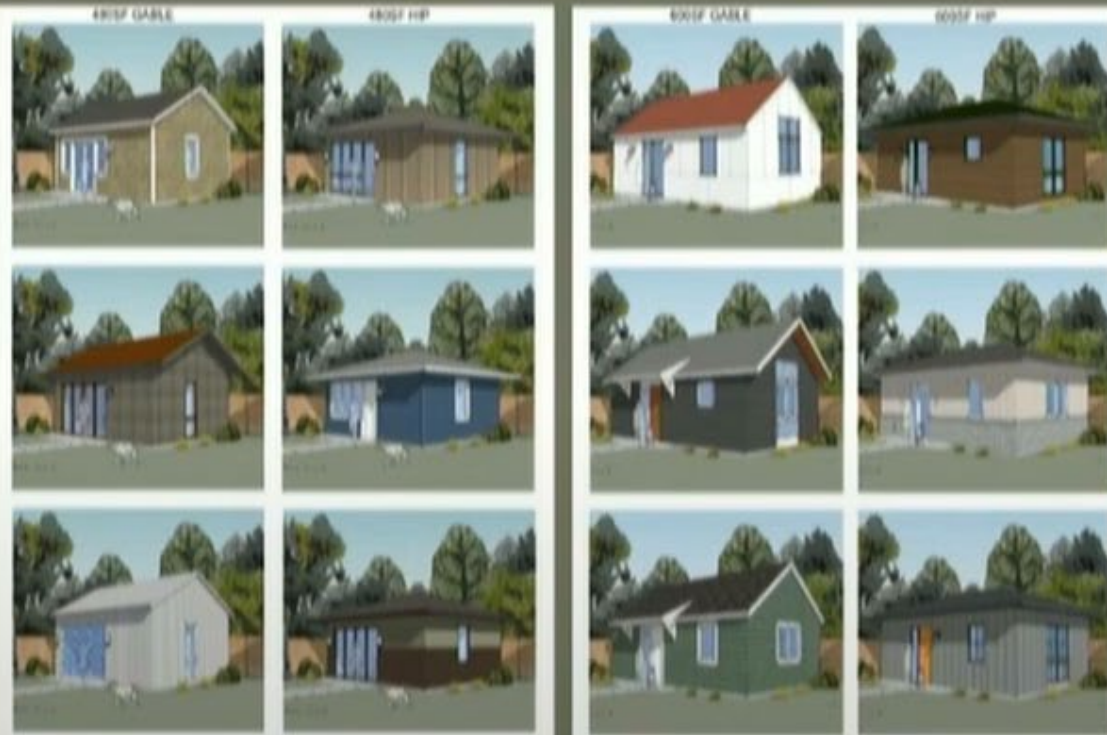
PROPOSED PROCESS**



EXISTING RESOURCES

STYLE GUIDE

🏠 BUILT-IN ADU FLEXIBILITIES & LIMITATIONS:



ARCHITECT/ENGINEER CHEAT SHEET

🏠 BUILT-IN ADU FLEXIBILITIES & LIMITATIONS:



Owner's Choice

- Window Frame Colors
- Window Sill Heights*
- Window Operation*
- Roof Pitches/Styles
- Roof Materials
- Roof Color
- Roof Trim & Trim Color
- Roof Eaves/Overhang or None
- Siding Material(s)
- Siding Color
- Door Color
- Door Style
- Door Materials
- Lighting Fixtures
- All Interior Walls are Non-Load Bearing**

* If it is an egress window sill heights must be maintained and window operation must meet requirements of IRC2021 and Washington State Amendments.

**except the 600SF 2-story option

Structural Engineer Needed



- Window Width Changes
- Window Location Changes
- Added Windows
- Taller Ceilings
- Dissimilar Plate Heights
- Foundation Changes (non slab on grade)
- Basement/Under House Storage
- Joisted First Floor w/ Crawl Space
- Altering Interior Walls of 800 2-Story Option
- Added Garages, Porches, Carports, etc.
- Roof Pitches Steeper than Existing Type Options
- Roof Styles Not Offered Per Type
- Adding or Subtracting from Floor Plate Size
- Adding a Level to Existing Design

TIMELINE

RFQ went out to the public by Kitsap Regional Coordinating Council on 7/15/24.



Artisans Group (AGAP) applied and was awarded the opportunity to interview.



AGAP interviewed with KRCC on 9/12/24.



AGAP awarded project and began work on 9/25/24.



Four original plansets under review by jurisdiction.



Fall 2024

Architect selected and hired



Winter 2025

Redesign and initial review of four licensed plan sets



Spring 2025

Four plan sets are made available

Plan sets promoted on KRCC & Jurisdiction websites



Summer 2025

Outreach for four plan sets

Ongoing review and development of two new plan sets



Fall 2025

Two more plan sets released

All six plan sets are made available

EXISTING ADU PROGRAMS



City of Seattle



ORDINANCE NO. 2025-26

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to Accessory Dwelling Units amending Bainbridge Island Municipal Code Section 18.09.030, establishing an effective date and providing severability

WHEREAS, the City of Bainbridge Island is a member jurisdiction to the Kitsap Regional Coordinating Council (“KRCC”); and

WHEREAS, the KRCC Land Use Technical Advisory Council created a project to develop and implement a program to distribute building plans for Accessory Dwelling Units (ADUs) that were pre-approved by licensed architects and structural engineers; and

WHEREAS, planning and development standards for ADUS are contained in Section 18.09.030 in the Bainbridge Island Municipal Code (BIMC); and

WHEREAS, certain code provisions in BIMC Section 18.09.030.I.5 prevent the smooth and straightforward use of the pre-approved ADU plan sets; and

WHEREAS, on July 22, 2025, at a regular business meeting, the Bainbridge Island City Council after a staff presentation on pre-approved ADUs and barriers in code preventing their smooth and straightforward use, gave direction to develop an ordinance to address barriers in code for the preapproved ADU plan sets; and

WHEREAS, on August 14, 2025, the Planning Commission considered Ordinance No. 2025-26 to amend BIMC Section 18.09.030.I.5; and

WHEREAS, on XXXXX, the Planning Commission held a public hearing on the draft amendments and recommended XXXX to the City Council; and

WHEREAS, the City Council reviewed the Planning Commission’s recommendation at a regular business meeting on XXXXX; and

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

Section 1. Section 18.09.030 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

18.09.030.I.5. Accessory Dwelling Unit.

- a. An accessory dwelling unit (ADU) may be created within, or detached from, any single-family dwelling, whether existing or new, as a subordinate use, where permitted (“P”) by this chapter.

- b. In the shoreline jurisdiction, an accessory dwelling unit may be created within, or detached from, any single-family dwelling, whether existing or new, as a subordinate use, where conditional (“C”) pursuant to this chapter. See Chapter [16.12](#) BIMC for shoreline conditional use process.
- c. Only one accessory dwelling unit may be created per parcel.
- d. No variances shall be granted for an accessory dwelling unit.
- e. One off-street parking space shall be provided in addition to off-street parking that is required for the primary dwelling.
- f. Accessory dwelling units shall ~~be designed to maintain the appearance of the primary dwelling as a single-family dwelling,~~ containing ~~1,000~~ 900-square feet of floor area or less. However, if the accessory dwelling unit will be located within a building existing as of the approval date of Ordinance No. 2015-16 (for example, in a basement) the city may allow an increased size in order to efficiently use all floor area. If a separate outside entrance is necessary for an accessory dwelling unit located within the primary dwelling, that entrance must be located either on the rear or side of the building.
- g. If an accessory dwelling unit is constructed in conjunction with a garage, the square footage of the garage shall not count towards the ~~1,000-900~~-square-foot limitation.
- h. An accessory dwelling unit not attached to the single-family dwelling may not contain any accessory use other than a garage.
- i. No recreational vehicle shall be an accessory dwelling unit.
- j. When stairs utilized for the ADU are enclosed within the exterior vertical walls of the building, they shall not count towards the floor area of the ADU.
- k. The ADU ~~shall~~ should share a single driveway with the primary dwelling.
- l. School impact fees and qualified exemptions from those fees as provided in Chapter [15.28](#) BIMC shall apply.
- m. All other applicable standards including, but not limited to, lot coverage, setbacks, parking requirements, and health district or city requirements for water, sewer, and/or septic must be met.
- n. In the Mixed Use Town Center, new accessory dwelling units are only permitted as part of a housing design demonstration project single-family subdivision approved pursuant to BIMC [2.16.020](#).S.

Section 2. 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 preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. This ordinance shall take effect and be in force five (5) days from its passage and publication as required by law.

PASSED by the City Council this XXX day of XXX, 2025.

APPROVED by the Mayor this XXX day of XXX, 2025.

Ashley Mathews, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NUMBER:

2025-26



CITY OF
BAINBRIDGE ISLAND

Planning Commission Regular Meeting Agenda Bill

MEETING DATE: August 14, 2025

ESTIMATED TIME: 30 Minutes

AGENDA ITEM: Ordinance No. 2025-21 Development Standards for Affordable Housing Projects

AGENDA CATEGORY: Ordinance

PROPOSED BY: Planning &
Community Development

PREVIOUS PLANNING COMMISSION REVIEW DATE(S):

PREVIOUS COUNCIL REVIEW DATE(S):

July 15, 2025

RECOMMENDED MOTION:

I move to schedule a public hearing on Ordinance No. 2025-21 for the September 11, 2025 Planning Commission meeting.

SUMMARY:

On July 15, the City Council received a presentation on the Preliminary Master Development Plan from the Low-Income Housing Institute (LIHI) for the proposed City affordable housing project at 625 Winslow Way. As part of the presentation, LIHI further described how the preliminary project design required modest changes to City code standards for density (floor area ratio, FAR), building height, or parking requirements. The project is currently located in the "Central Core" zone and is proposed to be changed to the "Ferry" zone through the update to the Winslow Subarea Plan.

The preliminary Planning Commission recommendations for FAR and building height for the Ferry zone through the update to the Winslow Subarea Plan would enable the proposed affordable housing project. Completing that work to adopt revised development standards through the update to the Winslow Subarea Plan is several months away. In order to be substantially through its permitting process and pursue local, state and private, non-profit funding, the project is scheduled to begin its permitting process by Fall 2025. Permit applications are only accepted if proposed projects are permissible in code.

At the close of its discussion on July 15, the City Council approved the following motion:

I move to forward a request for revised development regulations to the Planning Commission for development of an ordinance for City Council consideration.

Staff has prepared Draft Ordinance No. 2025-21 that provides FAR, building height and parking standards through the addition of a footnote to the zoning table that applies only for 100% affordable housing projects in the applicable zoning districts. The Planning Commission will review Draft Ordinance No. 2025-21 in August, including scheduling and holding a public hearing in support of their recommendation to the City Council.

BACKGROUND: On May 13, 2025, the City Council unanimously adopted Resolution No. 2025-10, approving a Development Agreement between the City and LIHI for the development of an affordable housing project on a one acre site owned by the city. LIHI is proposing to develop a 92-unit 100 percent affordable housing project consisting of 38 one-bedroom units, 13 two-bedroom units, 18 three-bedroom units, 14 studio units, 4 live work units, and 5 open one units. Parking is below grade with access from Winslow Way near the northeast corner of the project. Commercial space (approximately 2,978 Sq. Ft.) is reserved on the first floor at Winslow Way and SR 305. Project concepts have been discussed with the Chair of the City's Design Review Board. The project will be reviewed by the Design Review Board when a land use permit has been submitted.

During development of a conceptual plan, the need to increase Floor Area Ratio and a need to slightly increase allowable building height were identified. Bringing parking standards into conformance for typical standards for affordable housing project in urban areas, consistent with the state's general guidance, will help the financial feasibility of the project.

The 625 Winslow Way East property is located in the Central Core zoning district at this time, but is proposed to be changed to the Ferry zone through the update to the Winslow Subarea Plan (WSP). The Planning Commission is considering increasing building height and FAR in the Ferry zone through the update to the WSP, but that project won't be completed for several more months.

LIHI hopes to submit a Major Site Plan application prior to the end of the third calendar quarter, and simultaneously apply for funding.

ATTACHMENTS:

[Ordinance No. 2025-21 Development Standards for Aff Housing.pdf](#)

[Current Zoning Downtown Winslow.pdf](#)

ORDINANCE NO. 2025-21

AN ORDINANCE of the City of Bainbridge Island, Washington, amending BIMC Section 18.12.020 related to affordable housing projects in the Ferry and Central Core zoning districts.

WHEREAS, the Bainbridge Island City Council has identified affordable housing as a City priority and is committed to expanding the supply of housing on the Island that serves lower income households, particularly families with children, employees of Bainbridge Island businesses and public agencies, and seniors who might otherwise be displaced from the community; and

WHEREAS, the City is the owner of two adjacent parcels of real property located at 625 Winslow Way East and 180 Olympic Drive in the City of Bainbridge Island, which the City intends to merge into a single parcel of land (the “Land”); and

WHEREAS, the Land has been identified by the City as an ideal location for a significant supply of affordable rental housing greatly needed in the community, and the City desires to have the Land developed and operated as an affordable housing project (the “Project”); and

WHEREAS, on April 22, 2024, the City issued a Request for Qualifications from established affordable housing developers capable of developing and operating a mixed use development with affordable housing units above and a ground floor commercial or other non-residential use component and based on the City’s review of the Statements of Qualification, the City selected Low Income Housing Institute (LIHI) as its preferred affordable housing developer; and

WHEREAS, LIHI and the City executed a nonbinding term sheet on December 13, 2024, setting forth the parties’ expectations concerning the construction and operation of the Project and providing a framework for further binding agreements, including a Development Agreement under which the Project will be designed and financing will be sought, and a long-term Ground Lease and Regulatory Agreement, under which the Project will be constructed and operated as affordable housing for a period of not less than 75 years, and up to 99 years if required by the financing sources; and

WHEREAS, LIHI and the City Manager have negotiated the terms of the Development Agreement and the Development Agreement; and

WHEREAS, the City Council has considered the terms of the Development Agreement and determined that entering into the Development Agreement will further the Council’s goal of providing affordable housing for those who live and work in Bainbridge Island and is therefore in the best interests of the City and its residents and businesses; and

WHEREAS, on May 13, 2025, the City Council unanimously adopted Resolution No. 2025-10, approving a Development Agreement between the City and LIHI for the Project; and

WHEREAS, on July 15, 2025, the City Council received a presentation on a Preliminary Master Development Plan from LIHI for the proposed Project, and further discussed whether to enable the one-hundred percent affordable housing project by updating floor area ratio (FAR), building height, and parking development standards for such projects; and

WHEREAS, at the close of its discussion on July 15, 2025, the City Council approved a motion forwarding a request for revised development regulations to the Planning Commission for development of an ordinance for City Council consideration; and

WHEREAS, the City is in the middle of the update to the Winslow Subarea Plan and Comprehensive Plans, including analyzing how development standards could be modified to better meet City housing and transportation goals, and this work is estimated to be completed in early 2026, including updates to City development standards and zoning, possibly changing the zoning district of the Project from Central Core to Ferry, as recommended in June 2025 by the Planning Commission; and

WHEREAS, on August 14, 2025, the Planning Commission considered the draft amendments; and

WHEREAS, on XXX, 2025, the Planning Commission held a public hearing on the draft amendments and after closing the public hearing, continued discussion of the ordinance, and recommended XXXX to the City Council; and

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

Section 1. The amendments to the Bainbridge Island Municipal Code approved by this ordinance shall sunset nine months (estimated June 30, 2026) from the effective date of this ordinance unless first amended or updated as part of the update to the Winslow Subarea Plan and Comprehensive Plan. If the amendments sunset, footnote 8 to BIMC Table 18.12.030-3 and all references to such footnote in the Table shall be deleted and the Table shall read as it did immediately prior to the adoption of this ordinance. Permit applications that vest prior to any amended or updated regulation adopted as part of the Winslow Subarea Plan and Comprehensive Plan or that otherwise vest prior to the sunset date shall remain vested and shall not be affected by the amendment, update, or sunset.

Section 2. Table 18.12.020-3 of the Bainbridge Island Municipal Code is hereby amended as shown in Exhibit A.

Section 3. 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 preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. This ordinance shall take effect and be in force five (5) days from its passage and publication as required by law.

PASSED by the City Council this day of 2025

APPROVED by the Mayor this day of 2025.

Ashley Mathews, Mayor

ATTEST / AUTHENTICATE:

Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK: , 2025
PASSED BY THE CITY COUNCIL: , 2025
PUBLISHED: , 2025
EFFECTIVE DATE: , 2025
ORDINANCE NO: 2025-21

DRAFT EXHIBIT A

18.12.020 Tables of dimensional standards.

Tables 18.12.020-2 and 18.12.020-3 set forth applicable dimensional standards. Where a property is located in more than one zone district, units permitted by density calculations within each zone district must be constructed on the portion of the property located within that zone district and required setbacks for each zone district must be met. Permitted densities are not “blended” across the zone district line.

EXCERPT Table 18.12.020-3 Dimensional Standards for Mixed Use Town Center and “Other” Zone Districts

ZONING DISTRICT	Winslow Mixed Use Town Center					HSR I and II	NC	B/I	WD-I
	Central Core Overlay [8]	Madison Avenue Overlay	Ericksen Avenue Overlay	Gateway Overlay	Ferry Terminal Overlay [See BIMC 18.12.030.C and [8]]				
DIMENSIONAL STANDARD									
MAXIMUM FAR (Floor Area Ratio) [1]									
Basic Maximum									
Commercial and Other Nonresidential Uses	0.6	0.4	0.3	0.15	0.1	0.3	No max.; limited by other standards		
Residential	0.4	0.4	0.3	0.5	0.4	0.3	No FAR limit: R-2 standards apply		
Mixed Use [2]	1.0	0.5	0.5	0.5	0.5	0.3	No max.; limited by other standards		
Maximum with Bonus	Bonus densities require compliance with BIMC 18.12.030.E and 18.21.050 as applicable.								
Residential	1.0	0.6	0.6	1.0	1.1	0.6	Bonus densities require compliance with BIMC 18.12.030.D	N/A	N/A
Affordable Housing Development on Property Owned or Controlled by a Religious Organization [7]	1.1	0.8	0.75	1.25	1.2	0.75	Bonus densities require compliance with BIMC 18.21.050 and 18.12.030.D	N/A	N/A
Mixed Use [2]	1.5	1.0	0.9	1.0	1.2 (1.4 pursuant to note [3])	0.9		N/A	N/A

DRAFT EXHIBIT A

ZONING DISTRICT	Winslow Mixed Use Town Center					HSR I and II	NC	B/I	WD-I
	Central Core Overlay [8]	Madison Avenue Overlay	Ericksen Avenue Overlay	Gateway Overlay	Ferry Terminal Overlay [See BIMC 18.12.030.C and [8]]				
DIMENSIONAL STANDARD									
MAXIMUM BUILDING AND STRUCTURE HEIGHT [5]									
Note: Bonus may not be available in the shoreline jurisdiction									
Base	35 ft.; 25 ft. max. south of Parfitt	25 ft.; 35 ft. north of High School Road	25 ft.	35 ft.	BIMC 18.12.030.C standard height north of Winslow Way; 35 ft. south of Winslow Way	35 ft.	35 ft.	35 ft.	35 ft. except that Chapter 16.12 BIMC applies within shoreline jurisdiction
Bonus 1 if parking under building [6]	45 ft.; 35 ft. south of Parfitt	35 ft.; 45 ft. north of High School Road	35 ft.	45 ft.	BIMC 18.12.030.C optional height north of Winslow Way; 45 ft. south of Winslow Way	45 ft.			
Bonus 2 for Nonresidential Uses with Major Conditional Use Permit							45 ft.	45 ft.	45 ft.

[1] If the existing FAR for a developed property as of May 21, 1998, is higher than the base FAR for that district, then the existing FAR will be considered the base FAR for that developed property. Total FAR may not be exceeded.

[2] In mixed use development, the established FAR in the residential and commercial components shall not be exceeded. For the residential FAR bonus provisions for qualifying housing design demonstration project, refer to the bonus density provisions in BIMC 2.16.020.S.8.

[3] In mixed use development in the ferry terminal district, an additional 0.2 FAR is permitted in accordance with BIMC 18.12.030.E.2. The additional FAR may be applied to either the residential or commercial component of the mixed use development.

[4] When property adjoins a single-family residential zone, building setback shall be in accordance with the landscape ordinance perimeter landscaping requirements.

DRAFT EXHIBIT A

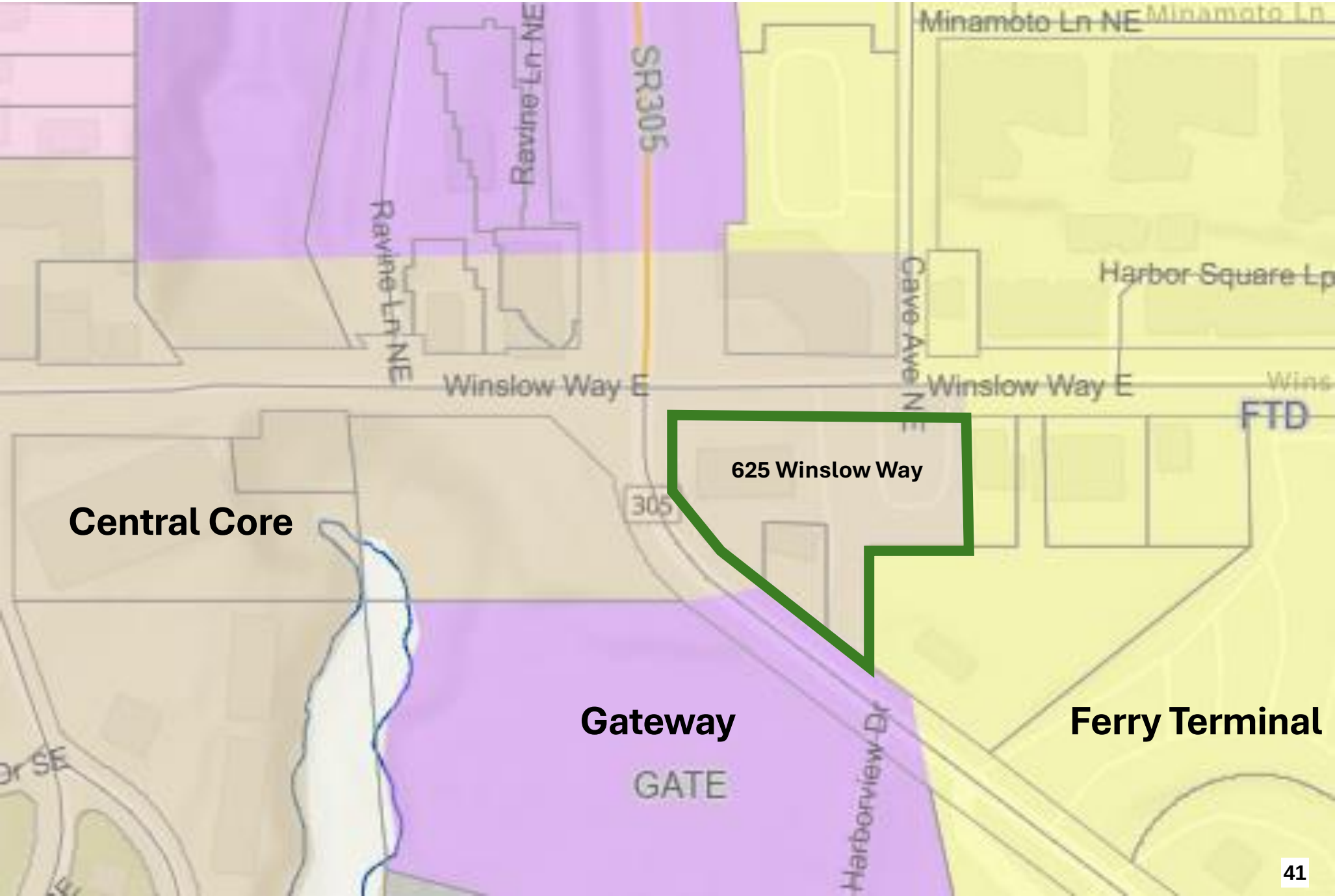
[5] When property adjoins a lower density residential zone, except in the ferry terminal district, north of Winslow Way, for the first 30 feet of the building from the property line of an adjoining lower density residential zone, the building height shall be the building height of the adjoining lower density residential zone. Optional building height allowed in the adjoining lower density residential district through a conditional use permit may be requested for projects within the mixed use town center and high school road zones through the site plan review process. For building height requirements in the ferry terminal district, north of Winslow Way, reference BIMC 18.12.030.C.

[6] The bonus height is available when parking is located underground or under the occupiable space of the planned building. If parking is located under 50 percent or less of the occupiable space, the bonus may only be used for a portion of the building footprint twice as large as the area with parking located beneath.

[7] The bonus density is available when provisions of BIMC 18.21.050 are met and all bonus FAR is applied to the residential component of the mixed use development.

[8] In the Ferry and Central Core Overlay Districts, the maximum FAR for development projects with 100% of residential units designated as affordable housing is 3.0 and the maximum building height for such projects is 65 feet. A maximum of 10% of the project's proposed FAR may be devoted to commercial or other nonresidential uses allowed within the districts, without the limitation described in footnote 2. The minimum parking requirement for such affordable housing projects in these downtown zones is 0.5 space per unit for the residential units, notwithstanding the minimum requirements of BIMC 18.15.020. The electric vehicle charging requirements described in BIMC Table 18.15.020-3 and the minimum parking requirements for any commercial or nonresidential uses must be met by such projects.

**Existing
Zoning
Downtown
Winslow**





CITY OF
BAINBRIDGE ISLAND

Planning Commission Regular Meeting Agenda Bill

MEETING DATE: August 14, 2025

ESTIMATED TIME: 30 Minutes

AGENDA ITEM: Review and Recommendation for BI Senior and Community Center SPR Application

AGENDA CATEGORY: Review and Recommendation

PROPOSED BY: Planning & Community Development

PREVIOUS PLANNING COMMISSION REVIEW DATE(S):
N/A

PREVIOUS COUNCIL REVIEW DATE(S):
N/A

RECOMMENDED MOTION:

I move to recommend approval of the BI Senior and Community Center Site Plan and Design Review application, file number PLN52863 SPR, to the Planning Director, including the conditions presented to the Planning Commission.

SUMMARY:

The applicant requests approval to replace the existing Senior Center (6,588 square feet) with a new 17,730 square foot two-story building and under-building parking garage (9,720 square feet) for 30 vehicles. The project also integrates new on-street parking and adds a north entry area along Bjune Drive SE.

This proposal is subject to a Major Site Plan & Design Review permit process, as outlined in Bainbridge Island Municipal Code (BIMC) section 2.16.040. This permit review process which requires the Planning Commission to hold a public meeting and recommendation on the project to the Planning Director. City staff have prepared a staff report that describes the permitting process, analysis for how the project is consistent with plans and regulations, and proposes conditions of approval.

Additional project documents can be viewed on the [permitting public portal](#).

BACKGROUND: This Site Plan and Design Review (SPR) application was submitted on February 13, 2025 and the Notice of Application/ SEPA comment period comment began on June 6, 2025. The City received comments from the Suquamish Tribe and State Department of Archeology and Historic Preservation (DAHP), but no additional public comment. The project is before the Planning Commission for the Review and Recommendation stage of the permit process. SPR projects are an administrative decision made by the Planning Director.

The project site is within Waterfront Park, and is owned by the City of Bainbridge Island. The City will provide a long term lease for the Bainbridge Island Senior/Community Center (BISCC) to use the completed building. A

Memorandum of Understanding was established to facilitate the design, construction and long term use of the proposed center.

ATTACHMENTS:

[PLN52863 BISCC Staff Report for Planning Commission.pdf](#)

[Bainbridge Island Senior Community Center \(Redevelopment of Senior Center Property MOU\).pdf](#)

[BISCC SPR Site Plans.pdf](#)

[BISCC SPR Architectural set.pdf](#)

[Landscape and Tree Retention Plan and Arborist Report.pdf](#)

[BISCC SPR-EXTERIOR SITE LIGHTING.pdf](#)

[PLN52863 Development Engineering Memo SPR Bainbridge Island Senior_Community Center.pdf](#)

[Certificate of Concurrence - BI Senior & Community Center.pdf](#)

[BI Fire Dept Comments Senior Community Center.pdf](#)



DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

STAFF REPORT

Date: August 7, 2025
To: Planning Commission
From: Patricia Charnas, Director
Jennifer Sutton, Senior Planner
Project: Bainbridge Island Senior/Community Center
File Number: PLN52863 SPR Major Bainbridge Island Senior Community Center (BISCC)

Summary of Request: The Bainbridge Island Senior Community Center (BISCC) requests approval of a major site plan and design review to replace the existing Senior Center (6,588 square feet) with a new 17,730 square foot two-story building and under-building parking garage (9,720 square feet) for approximately 30 vehicles and will add on-street parking along Brien and Bjune Drive SE. The proposed new building will add a north entry area along Bjune Drive SE. The site is owned by the City of Bainbridge Island, who will provide a long term lease for the BISCC to use the completed building. A Memorandum of Understanding was established to facilitate the design, construction and long term use of the proposed center.

Recommendation: **APPROVAL** of the request as conditioned.

Part I: Land Use Process / Application History

Date:	Action:
August 27, 2024	Preapplication Conference
October 21, 2024	Design Review Board: Conceptual Proposal Review
October 24, 2024	Public Participation Meeting
December 2, 2024	Design Review Board: Design and Final Guidance Review Meeting
February 13, 2025	Major Site Plan Review (SPR) application submitted
May 28, 2025	Application deemed technically complete
June 6, 2025	Notice of Application and SEPA comment period published
August 14, 2025	Planning Commission Review / Recommendation meeting held

Part II: General Information and Site Characteristics

Assessor's Record Information:	
Tax lot numbers	4114-002-007-0004, 4114-002-008-0003, 4114-002-001-0000
Site Address	370 Brien Dr SE, Bainbridge Island, WA 98110
Owner of record	City of Bainbridge Island

Site size	Waterfront Park is 5.88 acres across three properties. The portion that makes up the project site is 0.73 acres. A Boundary Line Adjustment will be completed to consolidate the BISCC onto a separate property from other Waterfront Park uses.
Current Use:	
The city owned parcel currently supports the Senior Center and other uses including a playground, walking paths, a rowing center and city dock on Eagle Harbor.	
Zoning and Comprehensive Plan Designation:	
Mixed Use Town Center (MUTC)- Central Core zone/land use designation	
Terrain:	
The Senior Center is located in and adjacent to land that is partially wooded with grassy areas and an area with playground equipment. The project site slopes approximately 10-12 feet from north to south. The project site is at the highest point of the parcel.	
Soils:	
Site soils are Kapowsin gravelly ashy loam, with an average cross slope of 5-7% exclusive of grade change at existing retaining walls.	
Access:	
The current Senior Center building is accessed from Brien Drive SE, and the proposed expanded building design adds a second access point from Bjune Drive SE.	
Public Services:	
Police	City of Bainbridge Island Police Department
Fire	Bainbridge Island Fire District
Water	City of Bainbridge Island Water Service
Surrounding Properties - Use, Zoning, and Comprehensive Plan Designation:	
Mixed Use Town Center (MUTC)- Central Core zone/land use (north, west) and Water-dependent Industrial zone (southeast, Washington State Ferries maintenance yard)	

Part III: Comprehensive Plan Goals and Policies

The Comprehensive Plan designation for the site is Mixed Use Town Center- Central Core Overlay District. The Comprehensive Plan guiding principles, goals, and policies, along with implementing regulations in the Municipal Code, are used to evaluate the proposal and weigh project impacts. The following goals and policies apply to the proposal:

- Comprehensive Plan
 1. Land Use Element
 - A. Goal LU-7: 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 Winslow Mixed Use Town Center (MUTC) is intended to have a strong residential component to encourage a lively community during the day and at night. The high residential *density* of Winslow requires the Central Core Overlay District to provide services and products that meet the needs of residents as well as visitors.
 2. Economic Element
 - A. Goal EC-4: Encourage a broad range of civic activities and organizations. Non-profit organizations are a source of employment and other economic benefits for Islanders and utilize many local commercial and service providers. Volunteers also provide significant contributions to the local economy and provide valuable human resources to the community.
 - B. Policy EC 4.1 Support the non-profit sector of human and social service providers.
 - C. Policy EC 4.2 Encourage and recognize individuals, organizations, and businesses that volunteer time and skills to the community.
 - D. Policy EC 4.3 Encourage local business groups, educational institutions, and other entities to provide continuing education and skills development.
 3. Human Services Element
 - A. Goal HS-1: City support for human services organizations that serve Bainbridge Island residents shall be considered as part of the City's biennial budget process.
 4. Cultural Element
 - A. Policy CUL 1.5: Support the emergence of cultural spaces Island-wide especially in designated centers where they are accessible to a broad range of people encouraging both informal and planned gatherings and recreation.
 5. 2006 Winslow Subarea Plan
 - A. Overall Land Use Goal WMP 2-1 Strengthen Winslow—the Island's commercial, cultural and commuter hub—as a sustainable, affordable, diverse, livable and economically vital community, by:
 - Encouraging downtown living;
 - Providing an enhanced pedestrian experience, with linked access to retail shopping, the ferry, major public facilities, open space and residential areas, and promoting and retaining visual access to Eagle Harbor;
 - Promoting the efficient use of land;
 - Encouraging the retention and expansion of retail that serves the needs of community members and visitors;
 - Providing opportunities for business expansion and private reinvestment;
 - Promoting development that is sustainable and supports community values; and

- Developing strategies that result in the creation of less expensive housing and retail space, thereby increasing diversity while minimizing dependence on the automobile.

- B. Central Core Overlay District Policy WMP 2-6.1: Establish FARs and development standards that support mixed-use development at a level that encourages downtown living with a variety of housing sizes and types, provides commercial and retail services that meet the needs of the community, and enhances the vitality of the downtown.

Staff Response: As noted above, the application is supported by the Winslow Subarea Plan and Comprehensive Plan. The current building, repurposed in the 1950s, has been continuously remodeled to keep up with growing demands to serve seniors and the community. The new center is proposed as a senior community center close to downtown Winslow, the heart of Bainbridge. The new BISCC will help reinforce the “town to water” connection envisioned in the Winslow Subarea Plan.

The site is owned by the City of Bainbridge Island, who will provide a long term lease for the BISCC to use the completed building. A Memorandum of Understanding was established to facilitate the design, construction and long term use of the proposed center.

Part IV: Public and Agency Comment

- No public comment was received.
- On May 7, 2025, the Bainbridge Island Fire District approved its review of the application, submitting a memo with additional comments that have been integrated into the proposed conditions of approval below.
- The Department of Archeology and Historic Preservation (DAHP) submitted a comment noting that having high sensitivity for archaeological resources given the proximity to the shoreline. DAHP recommends professional archaeological monitoring during ground disturbing activities. This requirement has been integrated into the proposed conditions of approval below.
- The Suquamish Tribe Archeologist submitted a comment similar to DAHP related to monitoring for archaeological resources.

Part V: State Environmental Policy Act (SEPA) review

A Notice of Application and SEPA comment period published on June 6, 2025. The City anticipates issuing a Determination of Nonsignificance for the project.

Part VI: Land Use Code Analysis

The following Bainbridge Island Municipal Code (BIMC) regulations apply to the proposal:

1. BIMC Chapter 15.20 Surface Water and Stormwater Management: The applicant submitted a utility report prepared by Browne Wheeler Engineers, Inc with its SPR application. The City’s Development Engineering staff reviewed the information and found that it conformed to regulations concerning drainage. See Development Engineering memo. The project has been conditioned to ensure that the future building permit complies with City stormwater management requirements(Condition 17).
2. BIMC Chapter 15.32 Transportation Concurrency: The applicant submitted a Traffic Impact Analysis (TIA) prepared by Heth & Associates, Inc. with its SPR application. The City’s Development Engineering staff reviewed the information and found that it demonstrated that the street network serving the proposed project will remain within the allowable City Level of Service (LOS) standards. See Development Engineering memo. The City has issued a *Certificate of Concurrency* dated May 12, 2025 for the project as proposed. The project has been conditioned to ensure that the future

building permit complies with City transportation standards and pays required Transportation Impact Fees (BIMC Chapter 15.30, Condition 17).

3. BIMC Chapter 16.12 Shoreline Master Program The City's Waterfront Park property is on the north side of Eagle Harbor. The Park's shoreline designation is *Island Conservancy*. Although the existing and future BISCC is part of Waterfront Park, the project site is approximately 300 feet or more away from the shoreline, and therefore the project site is not subject to the regulations of BIMC Chapter 16.12.

4. BIMC Title 18 Zoning

- A. BIMC 18.09.020 Permitted Uses

The BISCC is classified as a *Cultural Facility*, which is a permitted use in Central Core zoning district. "Cultural facility" means a library, museum, art gallery, cultural center, community center (such as a community kitchen), convention center, exhibition hall, or meditation facility. (BIMC 18.36.030).

- B. BIMC 18.12 Dimensional Standards and BIMC 18.15 Development Standards and Guidelines

BIMC Table 18.12.020-3 Dimensional Standards for Mixed Use Town Center and "Other" Zone Districts		
<i>Standard</i>	<i>Requirement</i>	<i>Compliance Annotation</i>
Floor Area Ratio (FAR)	0.6	A Boundary Line Adjustment (BLA) is part of this project and is conditioned to be completed prior to issuance of any building permits (Condition 4). The BLA will adjust the internal property lines of the 3 existing Waterfront Park property, and the resultant lots will consolidate the area utilized for the BISCC onto one larger property, which is shown on the SPR site plans. The project will comply with this standard, with 0.57 FAR, given the post-BLA property size (estimated to be 0.73 acres/31,796 square feet).
Lot Coverage	100%	Project proposes 59% lot coverage given the post-BLA property size (estimated to be 0.73 acres/31,796 square feet) and therefore complies with this standard.
Setbacks	Front: 5 ft. max from sidewalks Side: 0 feet Rear: No rear setback when properties have 2 front setbacks	The proposed building complies with these setbacks.

Building / Structure Height	35 feet or 45 feet (bonus height) if parking is underbuilding.	The proposed building is estimated to be 23 feet above average existing grade and therefore complies with this standard. The proposed building is eligible for the 45 feet max. building height since it integrates an underbuilding parking garage that is located under more than 50% of the building.
BIMC 18.15.010 Landscaping, Screening, and Tree Retention, Protection and Replacement.		
Total Site Tree Unit Requirements BIMC 18.15.010.G.4	30 tree units per acre	The project site given the post-BLA property size (estimated to be 0.73 acres) therefore 21.9 tree units would be required. The submitted landscape plan and tree retention calculation table demonstrate compliance with this standard, with 10.6 tree units being retained, and 11.3 new tree units to be planted. The City Arborist reviewed the landscaping and tree retention information submitted by the applicant and has conditionally approved the SPR application to ensure that retained trees are protected during construction. See conditions 11-13.
BIMC 18.15.020 Parking and Loading		
General Requirements BIMC 18.15.020.B	10. On-street parking created in conjunction with and adjacent to a project may be included in the parking space calculation. 12. One EV-capable parking space for car share program is required to be designated near entrance	The project proposes a total of 45 parking spaces- 30 in the parking garage and 15 on-street spaces along both Bjune and Brien Drives in front of the proposed BISCC. The existing Senior Center building is served by on-street parking. A total of 37 spaces is required for the proposed BISCC (see row below), and the director approves allowing the new street parking to count towards required parking. The project is conditioned to require the EV-capable parking space for a car share program at the building permit phase of the project (Condition 9).
BIMC Table 18.15.020-2: Off-Street Parking Spaces Required	1 space per 1,000 square feet of nonresidential uses	The proposed BISCC is 17,730 square feet in size, requiring 35 parking spaces in the Central Core zone. As described above, the project proposes a total of 45 parking spaces and therefore meets this standard.

BIMC 18.15.020.C.3 Electric Vehicle (EV) Charging Infrastructure.	EVSE – 10% of total parking spaces EV-Ready – 10% of total parking spaces EV-Capable - 10% of total parking spaces.	The project is conditioned to require (Condition 9): • 5 parking spaces of each type of EV infrastructure at the building permit phase of the project. • 1 of the accessible parking spaces is EVSE and 1 to is EV-Ready (BIMC 18.15.020.C.3.c).
<u>BIMC 18.15.030</u> Mobility and Access.		
BIMC 18.15.030.B Bicycle Facilities	One bicycle space for every five parking spaces.	The project will require at least 9 bicycle spaces to be included within the development (Condition 8). The proposed site plan shows bike racks near the north and south entrances, and therefore the proposal meets this standard.
<u>BIMC 18.15.040</u> Outdoor lighting.		
BIMC 18.15.040.D General Standards	All outdoor lighting fixtures and accent lighting shall be designed, installed, located and maintained such that there is no light trespass, and must be shielded and aimed downward.	The Exterior Lighting plan provided by applicant follows these requirements and the permit will be conditioned to ensure continued compliance (Condition 14).
BIMC <u>18.18</u> Design Standards and Guidelines		
Design Standards “Design for Bainbridge”	The project was reviewed by the Design Review Board (DRB) during the preapplication phase at an October 21, 2024 Conceptual Review meeting and a December 2, 2024 Design and Final Guidance Review meeting. The DRB recommended approval at the end of the discussion on December 2, 2024. NOTE: the City’s design guidelines and review procedures were updated on May 27, 2025 (Ordinance No. 2025-07), this SPR application had already been reviewed under the previous design review process, during the preapplication conference phase.	

5. BIMC 2.16.040 Site Plans and Design Review

A. BIMC 2.16.040.E.5 Review and Recommendation by the Planning Commission

The purpose of the planning commission review and recommendation meeting is to review a proposed project for consistency with applicable design guidelines, BIMC, and the comprehensive plan. The planning commission shall consider the application at a public meeting where public comments will be accepted. The planning commission shall recommend approval, approval with conditions or denial of an application. In making a recommendation, the planning commission shall consider the applicable decision criteria, all other applicable law, and the recommendation of the design review board. If the applicable criteria are not met, the planning commission shall recommend the proposal be modified or denied. The planning commission's recommendation shall be given substantial weight by the director in making a decision.

B. BIMC 2.16.040.F Site Plan and Design Review Decision Criteria **(staff response in bold)**

1. The site plan and design is consistent with all applicable provisions of the BIMC, design guidelines, the comprehensive plan, and applicable subarea and master plans;

Consistency with zoning standards, including dimensional standards, design standards, landscape and parking requirements. As conditioned, the development is consistent with all provisions of the Municipal Code.

2. The locations of the buildings and structures, open spaces, and landscaping result in a context-sensitive design;

The new, expanded BISCC will be constructed is the same location as the existing Senior Center, with continued use of on-street parking. The center is located in a walkable area served by transit. Altogether, these features result in a context sensitive design.

3. The Kitsap public health district has determined that the site plan and design conforms to current standards regarding domestic water supply and sewage disposal;

This criteria is not applicable. The existing building already has existing connections to City sewer and water utilities, therefore the Kitsap County Health District will not review this application.

4. The streets and nonmotorized facilities, as proposed, are adequate to accommodate anticipated traffic;

As described in their review memo, the City Engineer finds that existing streets and pedestrian ways are adequate to accommodate anticipated traffic.

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

- a. The site plan and design conforms to regulations concerning drainage in Chapters [15.20](#) and [15.21](#) BIMC; and
- b. The site plan and design will not cause an undue burden on the drainage basin or water quality and will not unreasonably interfere with the use of properties downstream; and
- c. The streets, nonmotorized facilities, locations of the buildings, structures, and vehicular circulation systems as proposed align with and are otherwise coordinated with streets and nonmotorized facilities serving adjacent properties and are adequate, safe, efficient and consistent with the island-wide transportation plan; and
- d. If a traffic study shows that the proposed development will have an adverse impact on traffic, including nonmotorized traffic, the impact shall be mitigated as required by the city engineer; and

- e. If the site will rely on public water or sewer services, there is capacity in the water or sewer system (as applicable) to serve the site, and the required service(s) can be made available at the site; and
- f. The site plan and design conforms to the “City of Bainbridge Island Engineering Design and Construction Standards and Specifications,” unless the city engineer has approved a deviation from the standards; and

The City Development Engineer makes the following findings (see attached memo, and Condition 17):

- The preliminary site plan prepared by Browne Wheeler Engineers, Inc. dated 01/08/2025, as conditioned, conforms to regulations concerning drainage in BIMC 15.19, 15.20, and 15.21.
- The preliminary site plan will not cause an undue burden on the drainage basin or water quality and will not unreasonably interfere with the use and enjoyment of properties downstream.
- The streets and pedestrian ways, as conditioned, are adequate to accommodate anticipated traffic.
- The site will rely on COBI water and sewer services. A preliminary utility plan was provided for review. There is adequate capacity in the water and sewer system and the site currently has existing connections.
- The preliminary site plan conforms to the City of Bainbridge Island Design and Construction Standards and Specifications (Standards) as conditioned, and any proposed deviation from the standards shall be requested by the applicant and approved by COBI Development Engineering prior to construction.
- The preliminary site plan and the associated design, as conditioned, is in conformance with the applicable portions of the comprehensive plan pertaining to streets, roads, and utilities.
- The Traffic Impact Analysis (TIA) prepared by Heath & Associates, Inc, dated 03/10/2025, has been reviewed and no deficiencies have been noted. The TIA demonstrates the street network serving the proposed project will remain within the allowable Level of Service (LOS) Standards as defined in the Island Wide Transportation Plan (IWTP) and that no project specific offsite mitigation as a result of reduced LOS is warranted. A Certificate of Concurrence dated 05/12/2025 has been completed for the project as proposed. Calculated additional PM peak hour trips for the project include 20 vehicular, 8 walking/biking & 1 transit. This results in 34 additional peak-hour person trips calculated per the COBI TIF Rate Study, Fehr & Peers 2023.

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

Recommended conditions provide for public health, safety and welfare. No harmful or unhealthful conditions are likely to result from the proposal.

7. If the subject property contains a critical area or buffer, as defined in Chapter [16.20](#) BIMC, the site plan and design review permit conforms to all requirements of that chapter;

The project site is not affected by critical areas or buffers.

8. If the subject property is within the shoreline jurisdiction, as defined in Chapter [16.12](#) BIMC, the site plan and design review permit conforms to all requirements of that chapter; **The project site is not within the shoreline jurisdiction.**

9. If the applicant is providing privately owned open space and is requesting credit against dedications for park and recreation facilities required by BIMC [17.20.020](#).C, the requirements of BIMC [17.20.020](#).D have been met; **This criteria is not applicable.**

10. The Bainbridge Island fire department has reviewed the application and determined that the site plan has been properly designed to ensure fire protection;

The Fire Marshal recommends approval and provided comments that have been integrated as Conditions 18 (see attached memo).

11. The site plan and design has been prepared consistent with the purpose and review procedures of this chapter.

The purpose of BIMC 2.16.040 is to establish a comprehensive site plan and design review process that ensures compliance with the adopted plans, policies, and ordinances of the City and promote those specific purposes for each zoning district. The proposal followed the preapplication review process identified in BIMC 2.16.040.D and the application was prepared and reviewed consistent with the provisions of BIMC 2.16.040.E.

Part VII – Conditions of Approval

Staff recommends approval of the BISCC SPR application, PLN 52863 SPR, subject to the following conditions:

SEPA Conditions

1. A signed copy of an inadvertent discovery plan with the Suquamish Tribe shall be submitted prior to issuance of any building or construction permits. If recommended by the Suquamish Tribe or Washington State DAHP, an archaeological observer shall be on-site during excavation.
2. Any excavation should be conducted with care, as excavation may reveal something of historical significance. If any historical or archaeological artifacts are uncovered during excavation or construction work shall immediately stop and the Department of Planning and Community Development and the Washington State Office of Archaeology and Historic Preservation shall be immediately notified. Work shall only continue thereafter in compliance with the applicable provisions of law.

Project Conditions

3. The authorization for construction activities automatically expires and is void if the applicant fails to file for construction permit or other necessary development permit within three years of the effective date of this permit.
4. A Boundary Line Adjustment application required to be submitted, approved, and recorded prior to submitting the building permit to construct the future BISCC. The resulting property size for the project must demonstrate that the BISCC will comply with FAR standard.
5. Plans submitted for construction shall substantially comply with the following plans recommended for approval through this land use permit: Site plan documents dated May 6, 2025, architectural plan set dated January 8, 2025, and landscaping and tree retention plans dated May 15, 2025 and May 22, 2025, respectfully.
6. Building permit plans shall be consistent with the project design recommended for approval by the Design Review Board on December 2, 2024.
7. Prior to any construction, the applicant shall obtain the appropriate permits from the City of Bainbridge Island, including but not limited to clearing, grading, and/or building permits.
8. Building permit plans shall show at least 9 bicycle spaces.
9. Building permit plans shall show one Electric Vehicle (EV)-capable parking space designated for a car share program near one of the entrances. The building permit plans shall also demonstrate

compliance with the EV Charging Infrastructure requirements outlined in BIMC Section 18.15.010.C.3. Given the 45 parking spaces shown with the SPR application, the building permit shall provide:

- Five parking spaces of each type of EV infrastructure at the building (BIMC Table 18.15.020-3).
- One accessible parking space should be designed as EVSE and 1 accessible parking space should be designed as EV-Ready (BIMC 18.15.020.C.3.c).

10. All activities shall comply with Puget Sound Clean Air Agency (PSCAA) regulations.
11. To ensure compliance with both BIMC 18.15.010.G and BIMC 16.32.030.E, planted trees required to ensure that the property continues to meet Tree Unit retention requirements shall cumulatively contain no less than 50% of the diameter breast height (DBH) inches of the Landmark Tree proposed for removal.
12. Tree protection methods and protocols, including those alternative to fencing, as recommended within the provided Arborist Report dated 12/17/2024 shall be adhered to. In accordance with BIMC 18.15.010.C.4, temporary tree protection fencing consistent with the approved plans is required to be installed and inspected prior to the commencement of any clearing, grading, or construction activities. The fencing shall remain in place until construction has been completed and shall at all times have affixed to it a sign indicating the protected area.
13. Replanting is required for the site to meet Tree Unit retention requirements. According to the applicant's calculations, no less than 11 new trees shall be installed on site prior to finalization of the associated building permit(s). A landscape plan that demonstrates compliance with Conditions 11, 12, and 13 shall be submitted with the building permit application.
14. All outdoor lighting fixtures shall be designed, installed, located and maintained such that there is no light trespass and they must be shielded and aimed downward per the requirements of BIMC 18.15.040.D, as shown on exterior lighting plan submitted with the SPR application.
15. On-street parking or staging of trucks on public streets is prohibited both during construction and once the project is completed. A temporary commercial parking permit may be required, pursuant to BIMC 18.15.020.I
16. All signage for the future BISCC shall comply with the sign regulations contained in BIMC [15.08](#).
17. The project shall comply with the following conditions to the satisfaction of the City Engineer:
 - A. No building permit, subdivision, short subdivision, or planned unit development shall be approved or granted until the owner of the affected property dedicates to the city the portion of land designated on the official street map or required by COBI Design and Construction Standards (Standards) as a street right-of-way (ROW). Adequate right of way exists along both the Bjune Dr SE and Brien Dr SE frontages and no additional ROW dedication is required.
 - B. Project is subject to evaluation for Transportation Impact Fees (BIMC 15.30) per the COBI fee schedule in effect at the time of construction permit issuance. A completed Transportation Impact Fee worksheet shall be due at the time of construction permit application and required fees (if any) shall be paid in full prior to construction permit issuance. The provided traffic impact analysis has calculated a 34 peak trip increase for the project as proposed. Using the current fee schedule, the preliminary Transportation Impact Fees for the project would be ~\$170,000.
 - C. The site is located within the COBI water and sewer service areas and is currently being served with both water and sanitary sewer from COBI. Any utility improvements shall conform with

COBI Design and Construction Standards and Specifications (Standards) for design, permitting, construction and inspection.

- D. The site is located within the COBI sewer service area and is currently being served. Changes in Drainage Fixture Units (DFU) and associated sanitary sewer connections and appurtenances shall be calculated, designed, reviewed, installed and inspected per COBI Design and Construction Standards and Specifications and any other Federal, State or Local regulatory standards during the building permit process. Inspection conditions for the associated building permit(s) will include a required TV inspection of the side sewer connection prior to reconnection/reactivation at the discretion of COBI engineering. Any additional fees shall be paid in full prior to construction permit issuance.
- E. The site is located within the COBI water service area and is currently being served. Changes in water meter size, number and/or location shall comply with COBI Design and Construction Standards and Specifications unless otherwise approved by COBI Engineering during the building permit review/construction process. Any additional fees shall be paid in full prior to construction permit issuance.
- F. Cross connection control (backflow prevention) requirements established by the Washington Administrative Code and implemented by COBI shall be satisfied during the building permit review/construction process for the replaced structure.
- G. The final stormwater site plan design and supporting drainage report submitted with construction permitting documents shall demonstrate project compliance with all applicable minimum requirements (1-9) per BIMC 15.20. An off-site analysis to assess the potential impacts to the downstream stormwater conveyance system regarding issues with capacity, erosion, water quality threats, localized flooding, etc. is required consistent with BIMC 15.20.060(H).
- H. Project is subject to Minimum Requirement #9 of the SWMMWW (Stormwater Manual), requiring an operation and maintenance (O&M) manual for proposed Runoff Treatment and Flow Control Best Management Practices (BMPs). A draft O&M manual shall be submitted prior to construction permit issuance and submittal of an approvable final O&M manual identifying the legally responsible party (or parties) for long-term operation and maintenance of the permanent Stormwater BMPs is required before approval of the "Stormwater Maintenance Inspection" and recording of the Declaration of Covenant, unless otherwise waived by Public Works Engineering.
- I. COBI Public Works shall be included in the 30/60/90% architectural design reviews per the Memorandum of Understanding (para 6, dated 2 May 2024) in order to provide input on utility connections, building systems, finishes and other maintenance intensive items. The Public Works Director shall be the initial point of contact for all such reviews.
- J. Final civil improvement plans, reports, and computations, prepared by a civil engineer registered in the State of Washington, shall be submitted with the application(s) for a construction permit (building, grading, ROW, etc.) to the City for review and approval to construct all necessary infrastructure and utilities serving the site. No certificate of occupancy will be issued for any building until all civil improvements have been completed and accepted through the final inspection process.
- K. A right-of-way (ROW) construction permit shall be required prior to any construction activities within the right-of-way in addition to completing and obtaining other necessary construction

permits. The ROW permit shall be subject to separate conditions, fees, and bonding requirements.

- L. Applicant shall provide verified as-built, civil construction plans to include all utility connections, floor drainage plans, stormwater BMP's, and surface features (sidewalk, retaining walls, ramps, curb and gutter, etc.) along both ROW frontages (Bjune and Brien Drives) and in vicinity of project access points prior to issuance of any certificate of occupancy for the project unless otherwise specifically waived by COBI Engineering.

18. The project shall comply with the following conditions to the satisfaction of the Fire Marshal:

- A. Any future development shall comply with all provisions of the adopted Fire Code.
- B. Fire apparatus access for commercial projects shall be an unobstructed width of 20 feet and meet the adopted road standards of the City of Bainbridge Island. Access roads exceeding 150 feet in length are required to be provided with an approved turnaround. BIMC 20.04.080
- C. Automatic fire sprinklers are required for the proposed new structure and parking garage designed and installed in accordance with NFPA 13. BIMC 20.04.100
- D. A fire alarm system is required to monitor an automatic fire sprinkler system and designed based on the use of the structure.
- E. A Type I hood with a suppression system is required in the kitchen.
- F. Fire flow in the amount of 1,000 gallons per minute for 1-hour from a hydrant within 400 feet is required for development. BIMC 20.04.110
- G. Installation of solar panels is required to be reviewed and approved under a separate permit.

MEMORANDUM OF UNDERSTANDING FOR REDEVELOPMENT OF SENIOR CENTER PROPERTY

This Memorandum of Understanding ("MOU") is entered into between the City of Bainbridge Island, a Washington municipal corporation (the "City") and the Bainbridge Island Senior/Community Center, a Washington nonprofit corporation ("BISCC") for the purpose hereafter mentioned.

RECITALS

A. The City of Winslow and BISCC entered into a Facilities Use Agreement and Lease dated February 14, 1985 (the "Lease") and an Amendment to Facilities Use Agreement and Lease dated March 18, 1987 (the "First Amendment"), both for certain property located at 370 Bjune Drive S.E., in Waterfront Park, City of Bainbridge Island, Washington, commonly known as the "Senior Center."

B. In 1991, the City of Winslow became the City of Bainbridge Island. The City purchased the property next door to the Senior Center, substantially remodeled it, leased a portion of it to the Bremerton-Kitsap County Health District for use as a community health center (the "Health Center"), and constructed a large multi-purpose room ("the Multi-Purpose Room") between the two buildings that effectively combined the "Senior Center," the "Health Center," and the "Multi-Purpose Room" into one large building known as the Bainbridge Island Commons (the "Commons").

C. The City and BISCC entered into a Second Amendment to Facilities Use Agreement and Lease (the "Second Amendment") dated June 20, 1995, to address the relationship of the Health Center and the Multi-Purpose Room to the Senior Center and to address the use by BISCC of those other areas.

D. The City and BISCC entered in a Third Amendment and Restatement of Facilities Use Agreement and Lease (the "Third Amendment") on June 27, 2011, to address the parties' responsibilities for funding and constructing certain improvements to the Commons and to restructure their various agreements relating to the Commons.

E. Under Paragraphs 6 and 7 of the Third Amendment, BISCC and the City agreed on the responsibilities for funding and constructing those improvements that were contemplated at the time the Third Amendment was entered into. Under Paragraph 8 of the Third Amendment, the City acknowledged that BISCC contemplated making certain additional improvements beyond those contemplated in Paragraphs 6 and 7 (the "Additional Improvements") depending on the success of fundraising efforts. BISCC and the City agreed to submit plans for any Additional Improvements proposed by the parties to each other for review and approval, which approval was not to be unreasonably withheld.

F. BISCC has recently proposed Additional Improvements to the Senior Center (collectively, the "New Senior Center"). The City has agreed to the proposal in concept, subject to the terms and conditions set forth herein.

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

1. **Agreement in Concept.** Subject to the terms and conditions set forth herein, the parties agree in concept that the land described on Exhibit A may be redeveloped by demolishing the existing Senior Center buildings and associated improvements and constructing the New Senior Center. The parties agree that if (a) an acceptable design for the New Senior Center is agreed upon by the parties, and (b) BISCC is able to raise sufficient funds to pay all costs of the New Senior Center, the parties will replace the current Third Amendment referenced in Recitals D and E with a ground lease ("Ground Lease") under which the City will lease the land on which the New Senior Center will be built to BISCC and under which BISCC will construct the New Senior Center, subject to the terms and conditions of the Ground Lease. The City agrees to subdivide the larger parcel it owns to create a separate legal parcel on which the New Senior Center will be built. Upon completion of construction, the parties agree that the Ground Lease will terminate and that the New Senior Center will be conveyed to the City without charge, subject to the parties entering into a Joint Use Agreement and Lease for the building and land with BISCC as the lessee, with terms and conditions generally described in Section 8 herein.

2. **Fundraising Authorized.** The City hereby authorizes BISCC to engage in fundraising for the New Senior Center. BISCC shall be solely responsible for the fundraising efforts and shall comply with all applicable laws, rules, and regulations regarding the same. Neither party has committed to providing funding for the New Senior Center other than the monies raised by BISCC through the fundraising process.

3. **Conceptual Design.** BISCC will present a conceptual design for the New Senior Center to the City for the City's review and approval, which approval shall not be unreasonably withheld. The conceptual design will be one that does not foreclose sufficient acreage for a possible future affordable housing project. The conceptual design shall also not foreclose a location for a playground of comparable size and functionality to that which exists on the site at the time this MOU is signed. The conceptual design will be presented to the City within one hundred twenty (120) days from the date of the last party's signature on this MOU, and the City will review and act on the conceptual design within sixty (60) days after receiving the same from BISCC. The conceptual design shall be prepared by a qualified licensed architect paid for at the sole cost and expense of BISCC.

4. **Time for Fundraising - Reporting.** BISCC will have three and one-half (3.5) years from the date of the City's approval of the conceptual design to raise funds for the New Senior Center. BISCC will provide quarterly reports to the City on BISCC's fundraising efforts. If BISCC is successful in raising all funds required to complete the New Senior Center by the date described in this Section, the parties will replace the Third Amendment with the new Ground Lease to facilitate BISCC's construction and operation of the New Senior Center, and BISCC will proceed with design and construction as provided in this MOU. If BISCC is unable to raise

sufficient funds by the date described in this Section, this MOU shall terminate and the current Third Amendment shall remain in effect, provided, that nothing shall prevent the City and BISCC from agreeing upon an extension of the fundraising date.

5. **Ground Lease.** If the parties agree to terminate the current Third Amendment and enter into a new Ground Lease on mutually acceptable terms, the term of the Ground Lease will commence on the date of signature of the Ground Lease, and will extend until issuance of a certificate of occupancy for the New Senior Center and the parties' execution of a joint use agreement and lease for the building and land. The Ground Lease may be extended upon mutual agreement of the parties. The New Senior Center and all improvements constructed by BISCC on the land described on Exhibit A shall become the sole property of the City upon the issuance of a certificate of occupancy for the New Senior Center and the parties' execution of a Joint Use Agreement and Lease for the New Senior Center building. BISCC and the City agree to execute any documents necessary to terminate the Ground Lease and convey the New Senior Center improvements to the City.

6. **Design of New Senior Center.** BISCC has elected to retain Wenzlau Architects, a licensed architect and other qualified professionals to complete the design of the New Senior Center. If BISCC elects to change architects at any time during design, BISCC shall advise the City of BISCC's choice of architect and the City shall have the right to approve or reject the same, provided that approval shall not be unreasonably withheld. BISCC shall consult with the City throughout the design of the New Senior Center and shall submit the architect's plans for City review and approval at the 30% design, 60% design, and 90% design stages, or at such other times as may be agreed upon by the City and BISCC. The City's approval of the design will not be unreasonably withheld. BISCC shall complete all design work within one (1) month after fundraising is completed.

7. **Construction of New Senior Center.** Upon approval of the final design by the City and BISCC:

A. BISCC will enter into a contract or contracts with a licensed and bonded contractor or contractors for construction of the New Senior Center. Prior to entering into an agreement with a contractor, BISCC shall submit the name of the contractor or contractors to the City for review and approval, which shall not be unreasonably withheld.

B. The construction contract shall specify a period of time in which the work is to be completed, which shall not exceed the time set forth in subsection 8(J) below.

C. The construction contract shall contain indemnity and insurance provisions reasonably acceptable to the City. The contractor shall indemnify, defend, and hold the City harmless from the negligent acts, errors, or omissions of the contractor to the same extent as BISCC is indemnified and held harmless. The contractor shall have public liability and property damage insurance coverage in amounts reasonably satisfactory to the City. The City shall be named as an additional insured on all required liability insurance policies and as a loss payee, as its interests appear, on the property damage policy.

D. BISCC shall be responsible for obtaining all necessary permits and approvals for the New Senior Center, including but not limited to, all necessary land use, building, and utility permits and approvals required by the City. BISCC shall pay all required permit fees, including but not limited to, application fees and inspection fees. The City agrees to process applications and permits promptly, to the best of the City's ability.

E. All design and construction shall be at the sole cost and expense of BISCC. Such costs shall include, but not be limited to, architectural, design, engineering costs, costs of demolishing existing buildings and infrastructure, site preparation, storm drainage improvements, power, water, sewer, telephone, internet and television infrastructure, curbs, sidewalks, building construction, parking, lighting, landscaping, and utility hook-up fees and charges. All power and other utilities shall be underground. The City shall not be responsible for any such costs or expenses.

F. Because no work will be executed at the cost of the City, the New Senior Center is not a City public works project and public works requirements do not apply. BISCC's construction contract will, however, require the payment of prevailing wages by the contractor.

G. The New Senior Center shall be constructed in accordance with all applicable laws and regulations.

H. BISCC will retain a qualified and licensed architect or professional construction manager to manage the construction of the New Senior Center. The architect or construction manager shall act as BISCC's representative in communications with the contractor and shall be responsible for overseeing the work of the contractor and administering the construction contract as the representative of BISCC.

I. Construction shall be commenced within one (1) year after execution of the Ground Lease and the City's issuance of all necessary permits and approvals, and shall be diligently pursued to conclusion. Notwithstanding any other provision of this MOU or the Ground Lease, if construction is not commenced within such period, the City may cancel and terminate the Ground Lease by giving sixty (60) days' advance written notice to BISCC, provided that if BISCC commences construction within the sixty (60) day period, the Ground Lease shall not terminate and shall continue in full force and effect.

J. Construction shall be substantially completed within eighteen (18) months from the commencement of construction, provided, that the City and BISCC may agree to an extension of the completion date where construction is delayed for reasons beyond BISCC's control or for other reasons acceptable to both parties.

K. BISCC shall not suffer any lien to be recorded against the land covered by the Ground lease arising out of work performed or materials furnished as part of the construction, including but not limited to, liens of contractors, subcontractors, or suppliers, and BISCC shall indemnify, hold harmless, and defend the City against any such liens. In the event that any such liens are filed, BISCC shall immediately satisfy and remove the same, provided, that if the correctness or validity of a claim of lien filed pursuant to Chapter 60.04 RCW is disputed by the

BISCC, BISCC may exercise its rights to bond for the amount of the lien in lieu of payment as provided in RCW 60.04.161, as the same exists or may hereafter be amended, as long as the lien is released by the filing of the bond.

8. **Joint Use Agreement and Lease.** After completion of construction issuance of a Certificate of Occupancy for the New Senior Center, BISCC and the City shall enter into a new Joint Use Agreement and Lease for the New Senior Center with BISCC as the primary tenant. The Joint Use Agreement and Lease shall contain the following provisions and such other provisions as the parties may mutually agree upon:

A. The term of the Joint Use Agreement and Lease shall be thirty (30) years, provided, that if BISCC is not in default at the end of the initial term, BISCC shall have the option to extend the Joint Use Agreement and Lease for an additional ten (10) year term, and provided further, that if BISCC is not in default at the end of the first extension, BISCC shall have the option to extend the Joint Use Agreement and Lease for one additional ten (10) year term. Extensions shall be on the same terms and conditions as the initial Lease.

B. BISCC shall use the New Senior Center for the sole purpose of providing services and programs for senior citizens based on need, consistent with the charitable purposes set forth in BISCC's Articles of Incorporation dated December 23, 1983 and Bylaws dated May 5, 2019. BISCC may rent the building or portions thereof to third parties as a venue for community events and private celebrations, provided that BISCC shall be solely responsible for the management of such rental agreements and shall pay the City five percent (5%) of the gross rental revenue. No other use by BISCC is authorized.

C. The City and BISCC shall work cooperatively to develop an annual schedule for the City's use of the New Senior Center as an emergency shelter and as a venue for community meetings, public hearings, community/city celebrations, and other municipal uses, consistent with and not in conflict with BISCC's primary use of the New Senior Center for its programs. There shall be no charge for the City's use, but the City shall be responsible for the repair of any damage to the New Senior Center caused by the City's use, ordinary wear and tear excepted.

D. There shall be no monetary rent paid by BISCC for its use under the Ground Lease or the Joint Use Agreement and Lease. Consideration for the BISCC's use under the Ground Lease and the Joint Use Agreement and Lease shall be the construction of the New Senior Center at no cost to the City, the services and programs to be provided to senior citizens by BISCC, and BISCC's maintenance obligations. BISCC shall be obligated to provided services and programs to senior citizens for the duration of the Joint Use Agreement and Lease.

E. BISCC shall operate the New Senior Center as a Senior Center during the term of the Joint Use Agreement and Lease. BISCC shall be responsible for custodial services at the New Senior Center at BISCC's sole cost and expense, and shall be responsible for repairing any damage to the New Senior Center caused by BISCC or its invitees, ordinary wear and tear excepted. BISCC shall be solely responsible for, and shall timely pay, all charges for telephone,

and internet. The City shall be solely responsible for, and shall timely pay, all charges for power, water, sewer, heat, garbage and solid waste service. The City shall be responsible for the repair and replacement of the building and its fixtures, including but not limited to, appliances, heating and ventilation systems, windows, doors, roofs, siding, floor coverings, plumbing, and internal wiring. The City will also maintain the grounds, exterior improvements, and the exterior of the building. BISCC shall be solely responsible for maintaining its personal and operating property. The City will make an annual payment of \$35,000 to BISCC as consideration for BISCC's operation and management of the New Senior Center under this subsection. The first payment shall be due within sixty (60) days after the commencement of the Joint Use Agreement and Lease and shall be prorated based on the number of months remaining in the calendar year. Subsequent payments shall be due within sixty (60) days of the commencement of the calendar year. The payment shall be increased every two years by an amount equal to the increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Seattle-Tacoma-Bremerton Area since the preceding payment.

9. **Liens.** BISCC agrees not to permit any liens to attach to New Senior Center or the land described on Exhibit A during the term of the Ground Lease and the Joint Use Agreement and Lease and agrees to indemnify and hold the City harmless from any such liens.

10. **Alterations.** BISCC shall not make any additions or structural alterations to the New Senior Center without the consent of the City, which shall not be unreasonably withheld. BISCC may make minor cosmetic alterations, such as interior painting.

11. **Taxes and Assessments.**

A. During the term of the Ground Lease and the Joint Use Agreement and Lease, BISCC shall not be required to pay real property taxes and special assessments applicable to the real property. In the event that the Washington State Department of Revenue determines that leasehold excise tax is required under Chapter 82.29 RCW, BISCC shall pay the same.

B. BISCC shall pay as the same become due and payable, all personal property taxes, special assessments, and other charges levied upon or assessed against the personal property owned by BISCC and located on the New Senior Center or land described on Exhibit A.

C. BISCC agrees to indemnify, defend, and hold the City harmless from all taxes, special assessments and charges for which BISCC has obligated itself hereunder.

12. **Insurance.**

A. Before commencing construction of the New Senior Center and during all construction activities contemplated by this MOU, BISCC shall obtain and keep in full force until construction is completed and a Certificate of Occupancy is issued (or shall require its contractor to obtain and keep in full force) a Builder's Risk insurance policy. The policy shall be "All Risk" policy and shall include coverage for, without limitation, fire, earthquake, earth movement, windstorm, storm surge, flood damage, vandalism, and other hazards. The policy amount shall be equal to 100% of the completed value of the New Senior Center. Such policy shall be procured

from a responsible insurance company authorized to do business in the State of Washington and rated AX or better in "Best's Insurance Guide." Such policy of insurance shall be issued in the names of BISCC and the City as their respective interests may appear. In the event of a loss payable under the insurance policy, the proceeds thereof shall be used in the following manner:

(i) In the event that the loss results from total or substantial destruction of the New Senior Center, and BISCC elects to rebuild the improvements under the provisions of Section 13(A), then such proceeds shall be used for such rebuilding.

(ii) In the event that loss results from damage which BISCC is required to repair under the provisions of Section 13(C), the proceeds shall be used to pay the cost of such repairs.

(iii) In the event loss results from total or substantial destruction of the New Senior Center, and BISCC elects not to rebuild under Section 13(A), then the proceeds from such loss will first be used to pay for the cost of removing all debris from the New Senior Center, the cost of filling any excavations caused by the construction of the New Senior Center, and the balance (if any) shall be paid to the City.

B. After conveyance of the New Senior Center to the City, the City shall be solely responsible for obtaining property and casualty coverage for the completed improvements through insurance policies or risk pool agreements.

C. BISCC agrees to obtain, pay for and maintain, throughout the term of the Ground Lease and the subsequent Joint Use Agreement and Lease, a policy of commercial general liability insurance with broad form property damage and contractual liability endorsements. This policy shall name the City as an additional insured, and shall insure BISCC's activities and those of BISCC's employees, officers, volunteers, contractors, licensees, agents, servants, guests, invitees or visitors with respect to the New Senior Center against loss, damages or liability for personal injury or bodily injury (including death) or loss or damage to property with a combined single limit of not less than \$3,000,000, and a deductible of not more than \$5,000. The insurance will be noncontributory with any liability insurance carried by the City. If BISCC fails to comply with this section, the City in its sole discretion may order all BISCC activities to immediately cease and terminate the Ground Lease and the subsequent Joint Use Agreement and Lease. Within 30 days following the execution of the Ground Lease, BISCC shall obtain and file with the City a certificate of liability insurance that includes the coverage required under this section with an effective date no later than the date the Ground Lease is executed by the parties. BISCC shall provide updated certificates of liability insurance throughout the term of the Ground Lease and the subsequent Joint Use Agreement and Lease. All insurance shall be subject to the City's approval. Each policy must provide for 45 days' prior written notice of termination or cancellation or any other change in coverage or deductibles to be given by the insurer to the City.

D. BISCC shall deliver to the City copies of all policies or certificates of insurance BISCC is required to keep in force under the provisions of this Section 12.

13. Destruction.

A. If the New Senior Center is totally destroyed or substantially destroyed by fire or other casualty prior to the issuance of a Certificate of Occupancy and conveyance of the New Senior Center to the City, BISCC shall have the option to elect whether or not it will rebuild the New Senior Center or terminate the Ground Lease. As used in this MOU, "substantial destruction" means destruction of at least fifty percent (50%) of the total floor area of the New Senior Center. BISCC shall notify the City within 120 days from the date of the total or substantial destruction of the New Senior Center as to whether it elects to rebuild the New Senior Center or terminate the Ground Lease. If BISCC elects to rebuild the New Senior Center, it shall commence the work of rebuilding with due diligence and carry the same through to completion without undue interruption or delay, other than interruptions or delays due to matters beyond the control of BISCC. BISCC shall be entitled to receive the proceeds of the insurance required under Section 12 if BISCC intends to rebuild. If BISCC elects not to rebuild, then BISCC shall cause all debris from the substantially destroyed New Senior Center to be removed from the land described on Exhibit A and shall cause any excavations caused by the construction to be filled. Failure of BISCC to notify the City within 120 days from the date of total or substantial destruction of the New Senior Center of BISCC's election to rebuild the New Senior Center shall constitute an election not to rebuild and the termination of the Ground Lease. If BISCC elects not to rebuild, the City shall be entitled to receive the proceeds of the insurance required under Section 12.

B. If the New Senior Center is totally destroyed or substantially destroyed by fire or other casualty after issuance of the Certificate of Occupancy, conveyance of the improvements to the City, and execution of the Joint Use Agreement and Lease, the City and BISCC will meet and confer to review the community's needs and the available resources and to jointly develop an action plan.

C. In the event that the New Senior Center or any part thereof is less than substantially destroyed by fire or other casualty during the term of the Ground Lease or after issuance of the Certificate of Occupancy, conveyance to the City, and execution of the Joint Use Agreement and Lease, the party owning the New Senior Center improvements at the time shall commence the work of repair or reconstruction with due diligence and carry the work of repair or reconstruction through to completion without undue interruption or delay, other than interruptions or delays beyond the reasonable control of repairing party. The party owning the improvements at the time shall be entitled to receive the proceeds of any applicable insurance.

D. All work of rebuilding, reconstruction or repair under paragraphs A, B, and C above shall be performed in accordance with all applicable laws, codes and regulations and, unless otherwise agreed by the parties, will contain at least the same square footages, equipment and facilities as were originally constructed at the commencement of this Ground Lease.

14. Good Neighbor. BISCC agrees to maintain "good neighbor" relations in conducting its operations. This includes maintaining a clean and orderly New Senior Center consistent with other, similar City buildings, and keeping noise to an acceptable level to the extent possible while carrying on the senior services and programs permitted under the Ground Lease or the subsequent Joint Use Agreement and Lease.

15. **Hazardous Substances and Dangerous Wastes.** BISCC shall not use or release on the site any hazardous substances or dangerous wastes as those terms are defined under Washington law. In the event that BISCC or any contractor, subcontractor, employee, agent, or invitee of BISCC releases any hazardous substance or dangerous waste in the New Senior Center or on the land described on Exhibit A, BISCC shall immediately clean up such substances and wastes at its sole cost and expense. BISCC shall indemnify, defend, and hold the City harmless from any clean-up costs and any fines or requirements that may be imposed by any federal, state, or local agency related to any release of hazardous substances or dangerous wastes.

16. **Indemnification.** BISCC shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the negligent or alleged negligent acts, errors, or omissions of BISCC in performance of this MOU, the Ground Lease, or the Joint Use Agreement and Lease, except for injuries and damages caused by the sole negligence of the City. This indemnification obligation shall survive expiration or termination of this MOU, the Ground Lease, and the Joint Use Agreement and Lease.

17. **Termination.**

A. The City may terminate this MOU, the Ground Lease, or the Joint Use Agreement and Lease at any time if BISCC defaults in the performance of any of its material obligations under the same. In such event, the City shall provide written notice of termination to the BISCC setting forth the nature of the default, and BISCC shall have ninety (90) days to cure such default and avoid termination, provided, that if the alleged default is such that it cannot reasonably be cured within ninety (90) days, BISCC may cure such default by commencing in good faith to cure the default promptly after its receipt of such written notice and prosecuting the cure of such default to completion with diligence and continuity within a reasonable time thereafter. If the default is not cured as provided in this subsection, this MOU, the Ground Lease, or the Joint Use Agreement and Lease shall terminate.

B. The City may terminate this MOU, the Ground Lease, or the Joint Use Agreement and Lease immediately if BISCC fails to maintain the required insurance under Section 16 and fails to cure its noncompliance within twenty (20) days after notice by the City.

C. BISCC may terminate this MOU, the Ground Lease, or the Joint Use Agreement and Lease at any time without cause upon providing ninety (90) days' written notice to the City, provided, that BISCC may not terminate the Ground Lease once construction of the New Senior Center has commenced and before construction of the New Senior Center is completed, unless the City consents to such termination and all funds necessary to complete the New Senior Center construction are provided to the City by BISCC.

D. This MOU, the Ground Lease, and the Joint Use Agreement and Lease shall automatically terminate if:

(i) All or substantially all of the New Senior Center is condemned or acquired by eminent domain by a public agency authorized to do so, provided, that the City and

BISCC will work together to ensure that that full just compensation is paid for the taking along with relocation costs, and to develop a plan to address the community's needs going forward; or

(ii) All or substantially all of the New Senior Center is destroyed by fire, flood, or other casualty and BISCC does not rebuild the New Senior Center; or

(iii) BISCC files a petition for bankruptcy, reorganization, or similar arrangement under any statute, or makes an assignment for the benefit of creditors, or takes advantage of any statute relating to insolvency; or

(iv) A case in bankruptcy or receivership under the laws of any state is commenced against BISCC, unless the same is dismissed within sixty (60) days after commencement; or

(v) BISCC dissolves as a nonprofit corporation, voluntarily or involuntarily, or changes from a nonprofit corporation to a for profit corporation; or

(vi) BISCC ceases to be a 501(c)(3) organization under the Internal Revenue Code.

E. Upon the expiration or termination of this MOU, the Ground Lease, or the Joint Use Agreement and Lease, the rights and obligations of the parties thereunder shall terminate except as provided therein. BISCC shall thereafter have no further authority to occupy or use the New Senior Center or to collect any revenues therefrom. BISCC shall immediately vacate any and all portions of the New Senior Center and shall remove any personal property of BISCC from the premises. The New Senior Center and all improvements constructed by BISCC on the land described on Exhibit A shall become the sole property of the City upon termination of the Ground Lease.

F. In the event of any entry in, or taking of possession of, the New Senior Center or the land described on Exhibit A after termination or expiration of the Ground Lease or the Joint Use Agreement and Lease, the City shall have the right, but not the obligation, to remove from the New Senior Center and land all personal located thereon, and may place the same in storage in a public warehouse at the expense and risk of BISCC.

18. Holding Over. Any holding over after the expiration or termination of the Ground Lease or the Joint Use Agreement and Lease, with the City's consent, shall be construed to be a tenancy from month-to-month, and subject to all terms and conditions of the Ground Lease and Joint Use Agreement and Lease as if the same remained in effect.

19. Subletting and Assignment. BISCC shall not assign, sublet, mortgage, encumber or otherwise transfer any interest in this MOU, the Ground Lease, the Joint Use Agreement and Lease, the New Senior Center, or any part of the land described on Exhibit A, provided that BISC may rent portions of the New Senior Center to third parties for community events and private celebrations as provided herein. The City may, without prior consent from BISCC, transfer or assign the land described on Exhibit A to any other federal, state or local government agency or

political subdivision of the State, provided that the terms, conditions of the Ground Lease shall not be modified without the prior written consent of BISCC.

20. **Disclaimer.** The City is not responsible for the activities or equipment of BISCC. The City will not oversee the programs or services provided by BISCC, and BISCC shall offer its services and programs at BISCC's sole risk. The City expects that BISCC will operate in a safe and competent manner.

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

22. **Notices.** Any notice required to be given under this MOU, the Ground Lease, or the Joint Use Agreement and Lease, to either of the parties hereto shall be in writing and shall be delivered personally or send by United States Mail certified mail, return receipt requested, postage prepaid, addressed as follows:

City:

City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110

Attention: City Manager

BISCC:

Bainbridge Island Senior/Community
Center
370 Brien Drive SE
Bainbridge Island, WA 98110

Attention: Executive Director

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

23. **Extent of MOU.** The existing lease referred to in the Recitals herein, this MOU, the anticipated Ground Lease, and the anticipated Joint Use Agreement and Lease, together with attachments or addenda thereto, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This MOU may be amended, modified, or added to only by written instrument properly signed by both parties.

24. **Severability.**

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

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

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

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

27. **Survival.** Any provision of this MOU which imposes an obligation after termination or expiration of this MOU, including but not limited to, the indemnification provisions, shall survive the term or expiration of this MOU and shall be binding on the parties.

28. **Attorney's Fees.** In the event that any suit or action is instituted by either of the parties hereto against the other to enforce compliance with any of the terms, covenants or conditions of the MOU, or to recover damages for the breach of the MOU, the prevailing party in any such suit or action shall, in addition to costs and disbursements provided statute, be entitled to recover such sums from the non-prevailing party as any court of competent jurisdiction may adjudge reasonable as attorneys' fees in such suit or action, including attorneys' fees related to any appeal from any judgment rendered therein.

29. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Washington.

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

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

32. **Authority.** Both parties represent and warrant that they have the full legal authority to enter into this MOU and that the representatives of each party signing below are legally authorized to sign and to bind their respective parties.

33. **Recording.** This MOU shall not be recorded. Upon execution of the Ground Lease, the Ground Lease shall not be recorded, but a Memorandum of Lease in the customary and

required form shall be recorded with the Kitsap County Recorder. A Memorandum of Lease in the customary form shall also be recorded with the Kitsap County Recorder for the Joint Use Agreement and Lease.

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

BAINBRIDGE ISLAND SENIOR/
COMMUNITY CENTER

Date: 2 May 2024

By: Geraldine A. Worley

Name: GERALDINE A. WORLEY

Title: BISCC BOD President

CITY OF BAINBRIDGE ISLAND

Date: 5/12/24

By: Blair King

Blair King, City Manager

BAINBRIDGE ISLAND SENIOR/COMMUNITY CENTER

PROJECT DIRECTORY

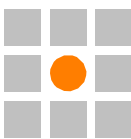
APPLICANT	REED PRICE, EXECUTIVE DIRECTOR BAINBRIDGE ISLAND SENIOR / COMMUNITY CENTER 370 BRIEN DRIVE SOUTHWEST BAINBRIDGE ISLAND, WA 98110 TEL: (206) 842-1616 EMAIL: reed@biseniorcenter.org
ARCHITECT	WENZLAU ARCHITECTS CHARLIE WENZLAU 490 MADISON AVENUE NORTH #105 BAINBRIDGE ISLAND, WA 98110 TEL: (206) 780.6882 EMAIL: charlie@wenzlauarchitects.com
CIVIL ENGINEER	BROWNE WHEELER ENGINEERS, INC. ADAM WHEELER 241 ERICKSEN AVE NE BAINBRIDGE ISLAND, WA 98110 TEL: (206) 842.0605 EMAIL: adam@brownwheeler.com
LANDSCAPE ARCHITECT	FISHER BOUMA PARTNERSHIP JEFF BOUMA 310 MADISON AVE S SUITE A BAINBRIDGE ISLAND, WA 98110 TEL: (206) 780.5651 EMAIL: jeff@fbpartnership.com
TRAFFIC IMPACT	HEATH ASSOCIATES AARON VAN AKEN 1011 E MAIN ST. SUITE 453 PUYALLUP, WA TEL: (206) 770.1401 EMAIL: avanaken@heathtraffic.com
LAND SURVEYOR	GROUNDMARK LAND SURVEYING, PLLC 2712 E FIR ST. SEATTLE, WA 98122 (206) 580.3801 EMAIL: sean@groundmarkls.net

PROJECT INFORMATION

Site Address:	370 Brien Dr SE, Bainbridge Island, WA
Lot Area:	241,322 SF (5.54AC) #4114-002-001-0000 7,405 SF (0.17AC) #4114-002-007-0004 <u>7,405 SF (0.17AC) #4114-002-008-0003</u> 256,132 SF
Lot Area (post BLA):	31,796 SF (0.73 ac)
Zoning:	MUTC / CORE
Surrounding Uses:	East: CORE_ Public Park West: CORE_ Public Park North: CORE_ Commercial South: CORE_ Public Park
Existing Use:	6,588 SF Clubhouse (Cultural Facility, P)
Allowable FAR:	Commercial: 18,451 SF (0.6 FAR)
Proposed Use:	Clubhouse 17,730 SF (0.57 FAR) Under-Building Garage 9,720 SF
Lot Coverage:	Allowable: 100% Provided: 59%
Parking Required:	Non-Residential Uses: 35 spaces @ 2/1,000SF
Parking Proposed:	Under Building 30 <u>On-Street Parking 10 (5 removed, 15 added)</u> 40 spaces
Height Limit:	45' max. (with under building parking) Provided: 23'-0"
Setbacks:	Front: 5' max. Side: 5' Rear: N/A
Landscape:	Roadside Buffers: N/A Perimeter Landscape: N/A Tree Retention: 30 tree units/acre x 0.71AC =s 21.2 tree units
Critical Areas: ARPA:	Steep Slope N/A N/A

DRAWING INDEX

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L02 - TREE RETENTION / TREE CANOPY PLAN
L03 - BUILDING PLACEMENT ASSESSMENT
L04 - LANDSCAPE TYPOLOGIES
C1 - SITE PLAN
C2 - GRADING SECTION
TOPOGRAPHIC AND BOUNDARY SURVEY



WENZLAU ARCHITECTS
490 MADISON AVE N, SUITE 105, BAINBRIDGE ISLAND, WA 98110 • www.wenzlauarchitects.com • (206) 780.6882

BAINBRIDGE ISLAND SENIOR
COMMUNITY CENTER
370 BRIEN DRIVE SOUTHWEST
BAINBRIDGE ISLAND, WA
BAINBRIDGE ISLAND SENIOR / COMMUNITY CENTER

SITE PLAN REVIEW

PROJECT #	2224	
ISSUE DATE	5/6/25	
#	Description	Date

PROJECT INFORMATION

A-01

TO THE FULLEST EXTENT PERMITTED BY LAW, THIS DOCUMENT, REGARDLESS OF FORM, SHALL REMAIN THE EXCLUSIVE PROPERTY OF WENZLAU ARCHITECTS. WENZLAU ARCHITECTS DOES NOT REPRESENT THAT THIS DOCUMENT IS COMPLETE, OR THAT IT IS ACCURATE, OR THAT IT IS CURRENT, OR THAT IT IS CORRECT, OR THAT IT IS CONSISTENT WITH ANY OTHER DOCUMENTS, OR THAT IT IS THE FINAL DESIGN FOR CONSTRUCTION. THIS DOCUMENT SHALL NOT BE USED WITHOUT THE FULL AND UNASSISTED PARTICIPATION OF WENZLAU ARCHITECTS.

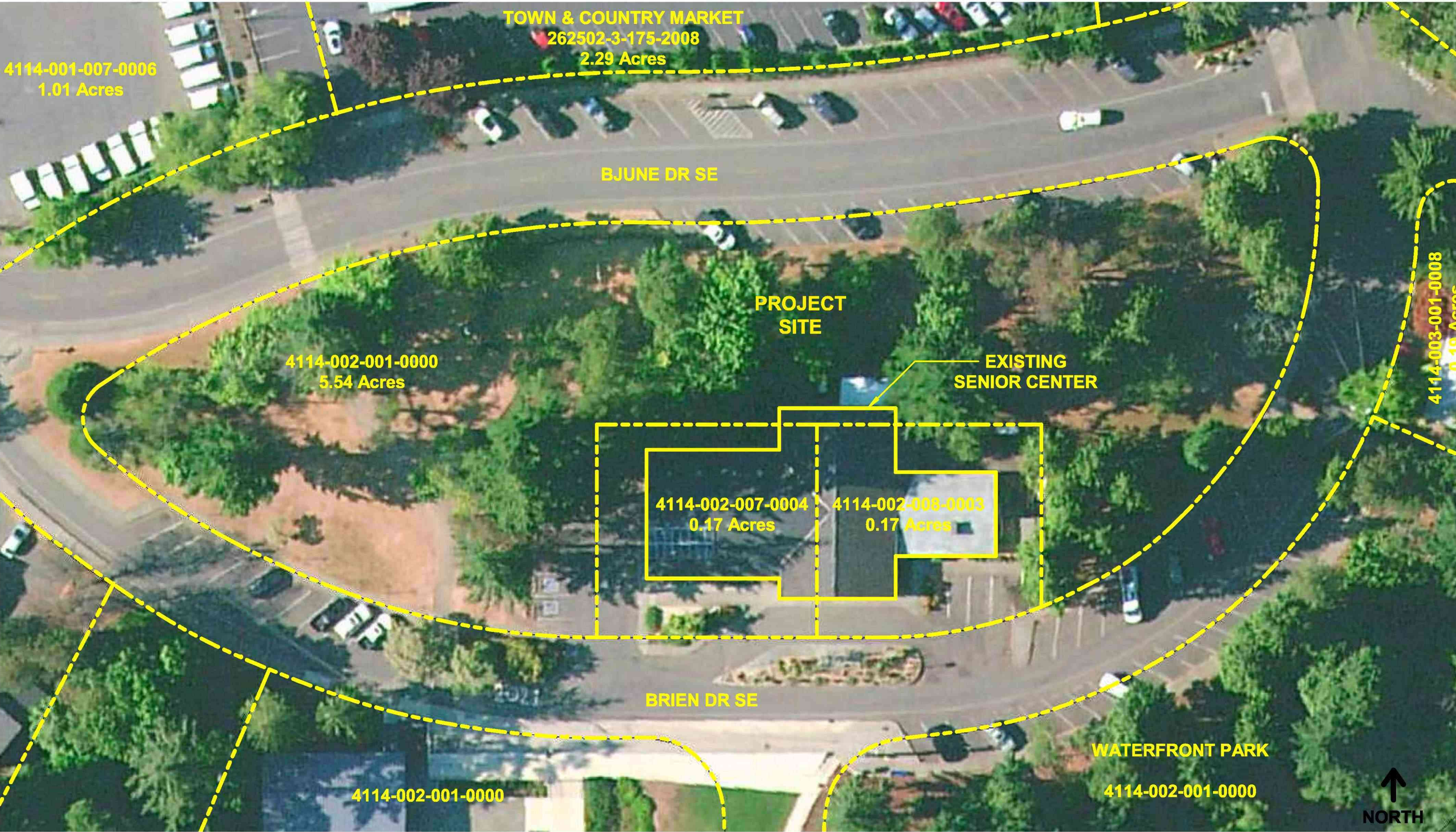


CONTEXT ANALYSIS MAP

BAINBRIDGE ISLAND SENIOR
COMMUNITY CENTER
370 BRIEN DRIVE SOUTHWEST
BAINBRIDGE ISLAND, WA
BAINBRIDGE ISLAND SENIOR / COMMUNITY CENTER

SITE PLAN REVIEW

PROJECT #	2224	
ISSUE DATE	1/08/25	
#	Description	Date



SITE AERIAL (EXISTING)
SCALE: 1" = 40'

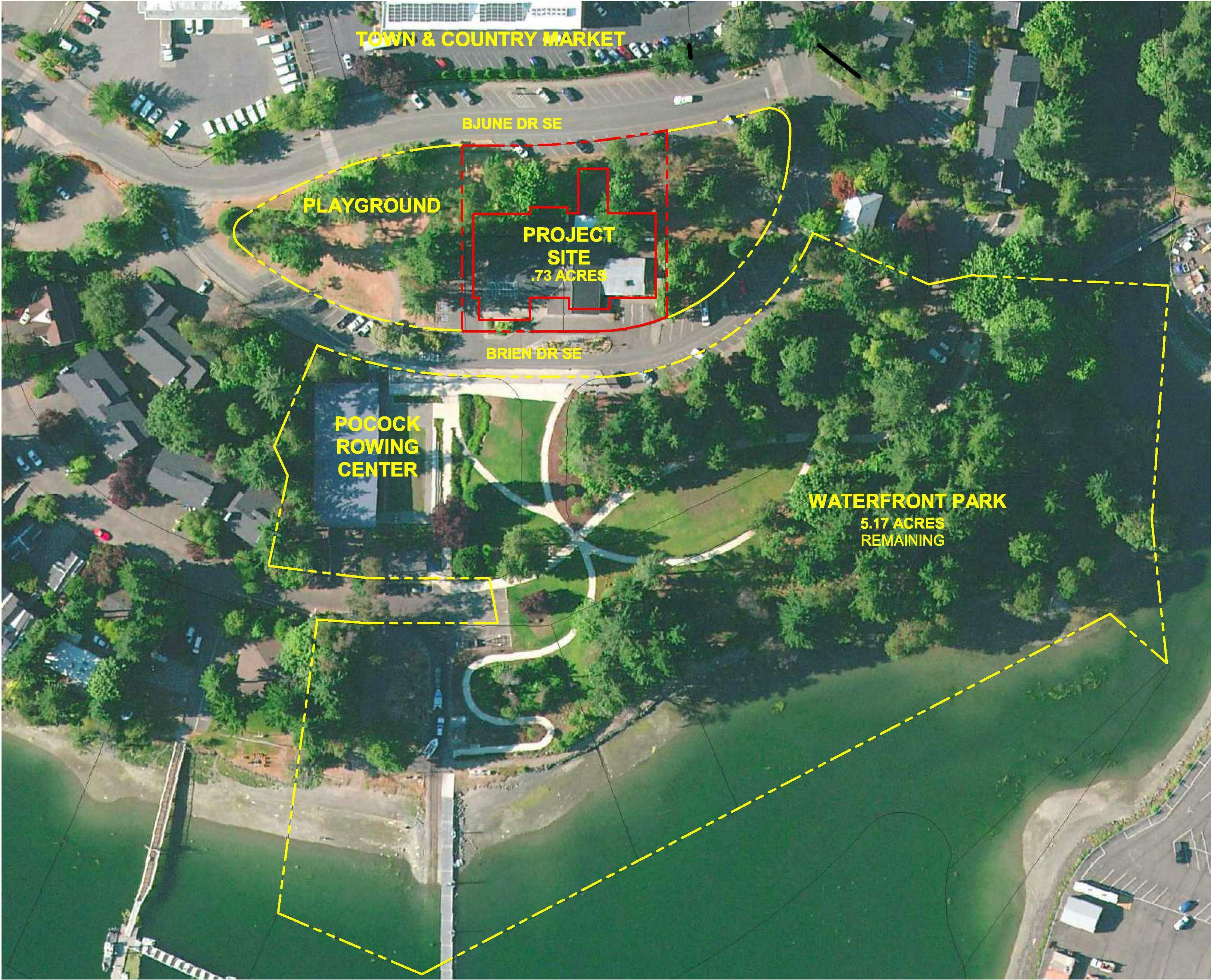
BAINBRIDGE ISLAND SENIOR
COMMUNITY CENTER
370 BRIEN DRIVE SOUTHWEST
BAINBRIDGE ISLAND, WA
BAINBRIDGE ISLAND SENIOR / COMMUNITY CENTER

SITE PLAN REVIEW

PROJECT #	2224
ISSUE DATE	1/08/25
#	Description
	Date

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SITE AERIAL



VICINITY MAP (PROPOSED)
SCALE: 1" = 100'

**BAINBRIDGE ISLAND SENIOR
COMMUNITY CENTER**
370 BRIEN DRIVE SOUTHWEST
BAINBRIDGE ISLAND, WA

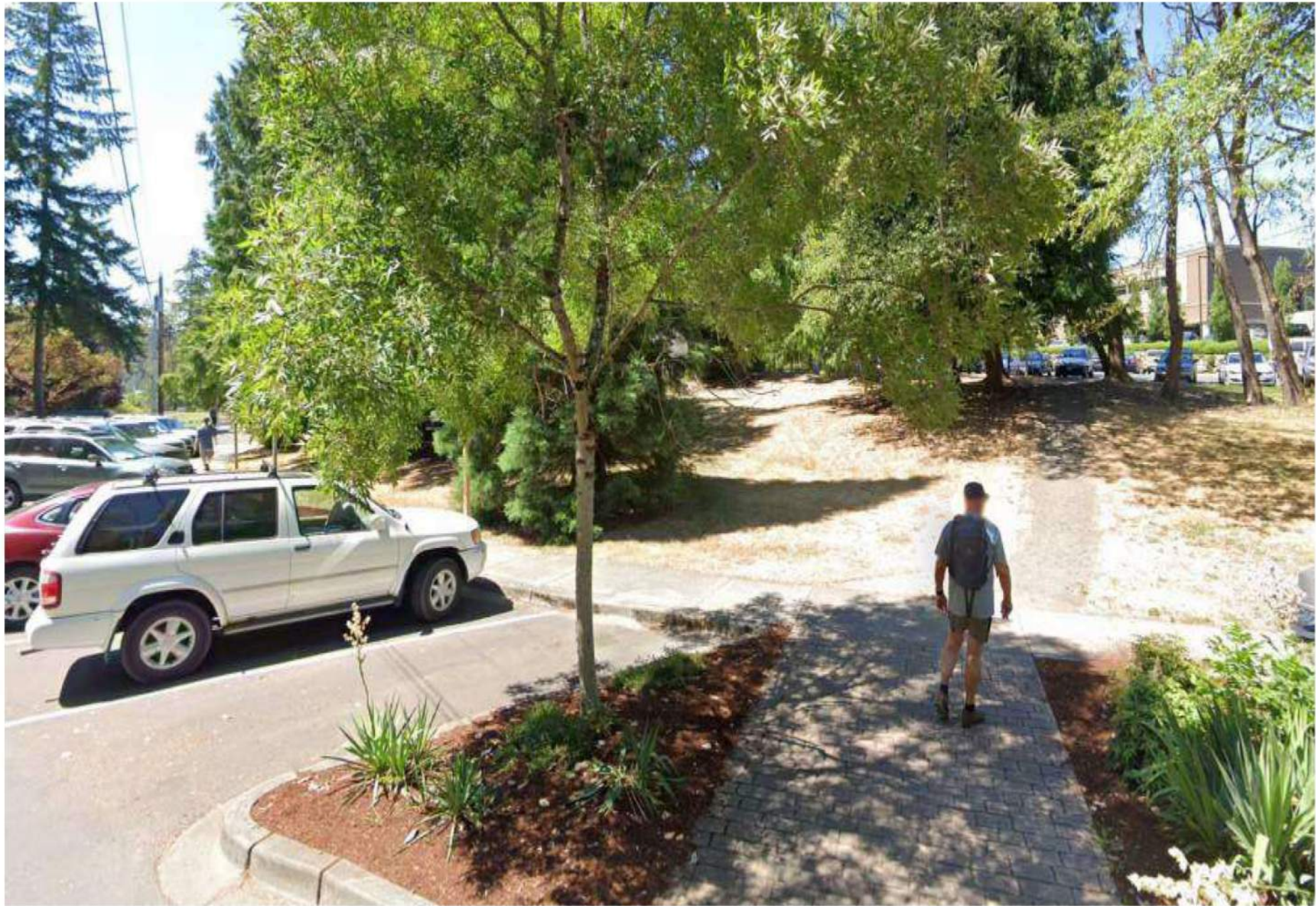
BAINBRIDGE ISLAND SENIOR / COMMUNITY CENTER

SITE PLAN REVIEW

PROJECT #	2224	
ISSUE DATE	1/08/25	
#	Description	Date

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VICINITY MAP



VIEW FROM BRIEN DRIVE LOOKING NORTHWEST



FROM BRIEN DR LOOKING NORTH



VIEW FROM BRIEN DR LOOKING NORTHWEST



VIEW FROM BJUNE DR LOOKING SOUTHWEST



VIEW FROM BJUNE DR SE



VIEW FROM BRIEN DR LOOKING SOUTH

SITE PHOTOS

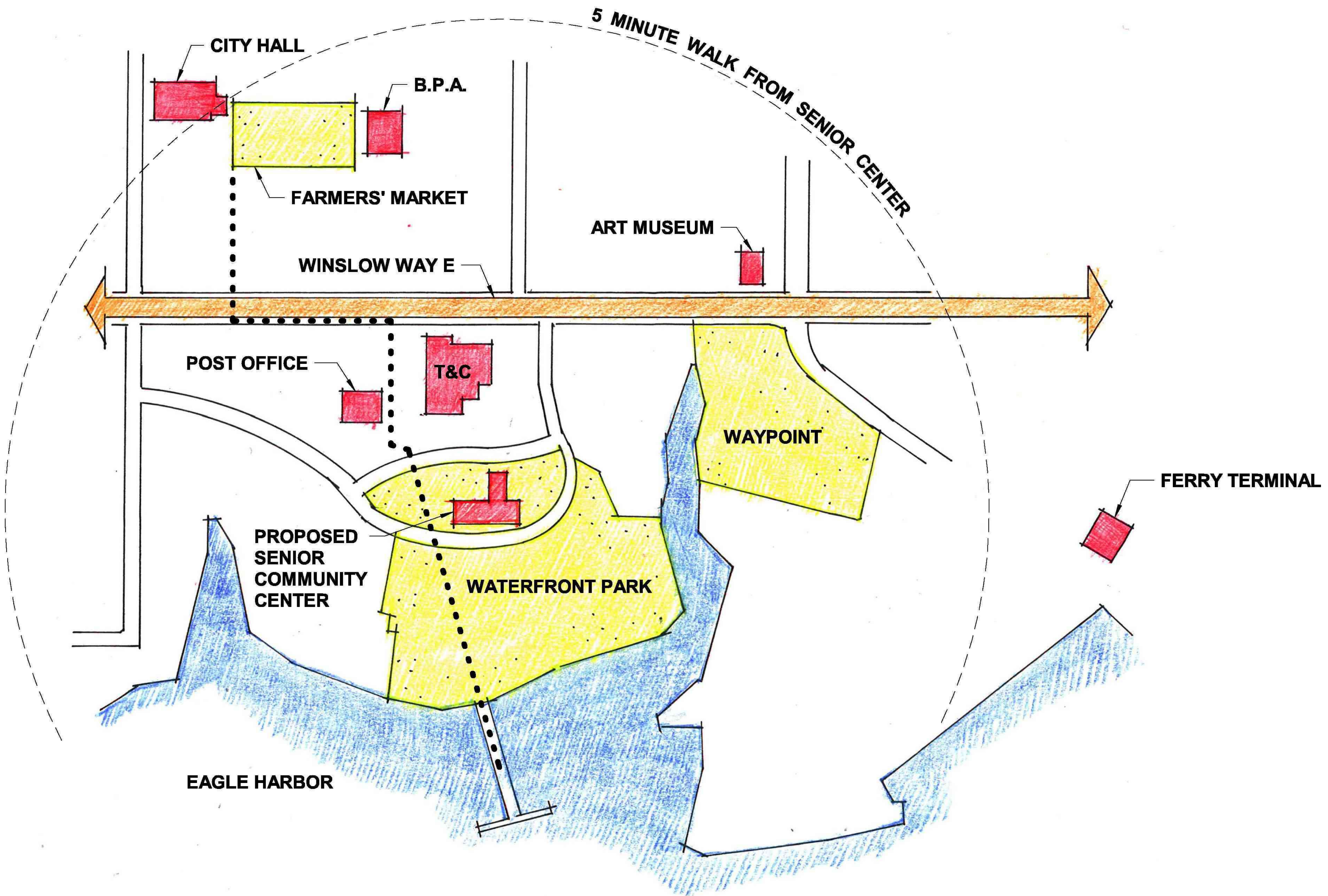
BAINBRIDGE ISLAND SENIOR
COMMUNITY CENTER
370 BRIEN DRIVE SOUTHWEST
BAINBRIDGE ISLAND, WA
BAINBRIDGE ISLAND SENIOR / COMMUNITY CENTER

SITE PLAN REVIEW

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SITE PHOTOS



TOWN TO WATER
NOT TO SCALE

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BAINBRIDGE ISLAND, WA

BAINBRIDGE ISLAND SENIOR / COMMUNITY CENTER

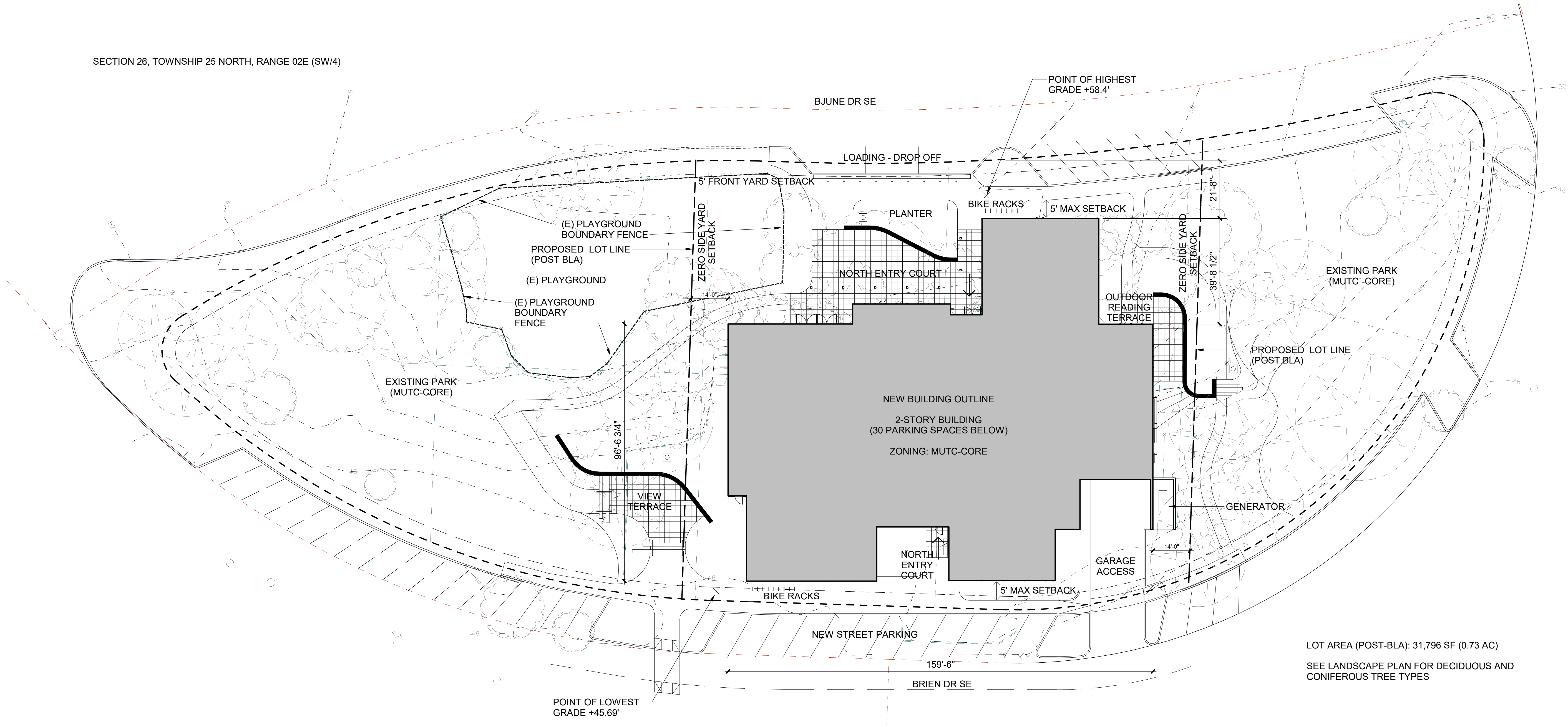
SITE PLAN REVIEW

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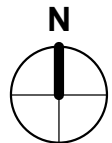
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TOWN TO WATER

SECTION 26, TOWNSHIP 25 NORTH, RANGE 02E (SW/4)



PROJECT SITE PLAN
SCALE: 1" = 20'



LOT AREA (POST-BLA): 31,796 SF (0.73 AC)
SEE LANDSCAPE PLAN FOR DECIDUOUS AND CONIFEROUS TREE TYPES

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BAINBRIDGE ISLAND, WA

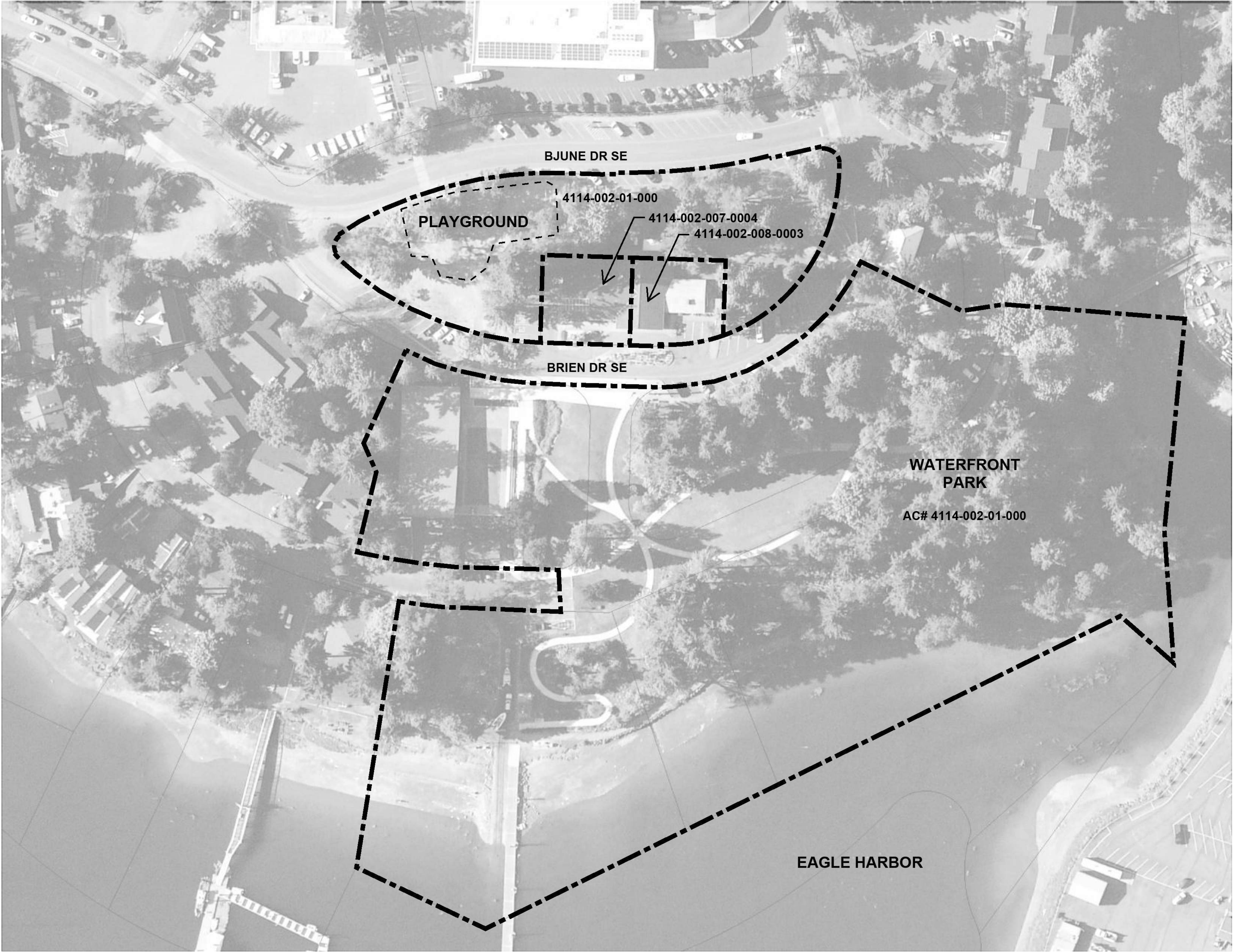
BAINBRIDGE ISLAND SENIOR / COMMUNITY CENTER

SITE PLAN REVIEW

PROJECT #	2224	
ISSUE DATE	5/6/25	
#	Description	Date

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PROJECT SITE PLAN



EXISTING PROPERTY BOUNDARIES

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370 BRIEN DRIVE SOUTHWEST
BAINBRIDGE ISLAND, WA

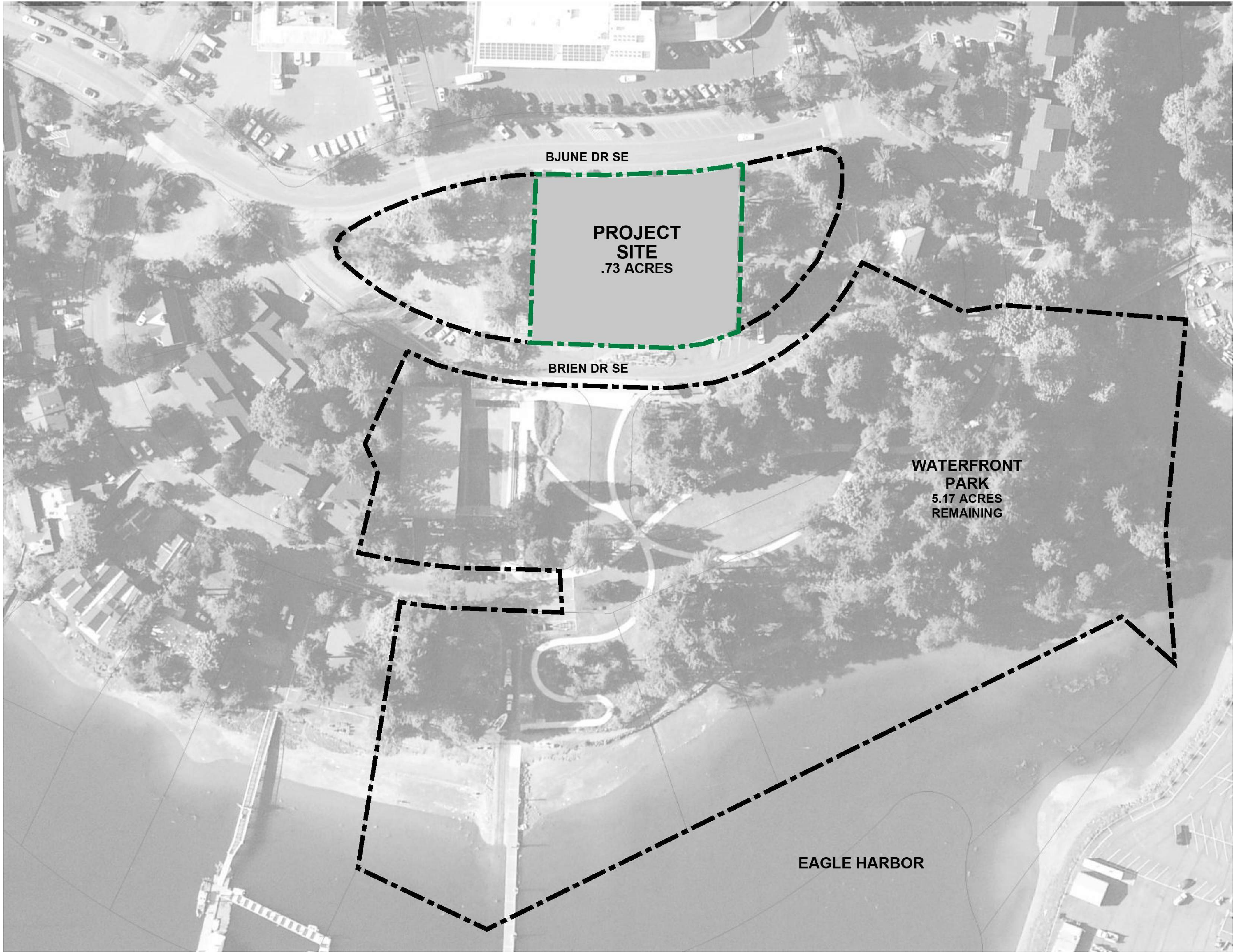
BAINBRIDGE ISLAND SENIOR / COMMUNITY CENTER

SITE PLAN REVIEW

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EXISTING PROPERTY
BOUNDARIES



BOUNDARY LINE ADJUSTMENTS

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BAINBRIDGE ISLAND, WA

BAINBRIDGE ISLAND SENIOR / COMMUNITY CENTER

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BOUNDARY LINE
ADJUSTMENTS



PROPERTY SITE PLAN

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COMMUNITY CENTER**
370 BRIEN DRIVE SOUTHWEST
BAINBRIDGE ISLAND, WA

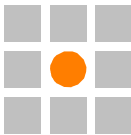
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PROPERTY SITE PLAN



WENZLAU ARCHITECTS
480 MADISON AVE. N. SUITE 105, BAINBRIDGE ISLAND, WA 98110 • www.wenzlauarchitects.com • (206) 780-0882

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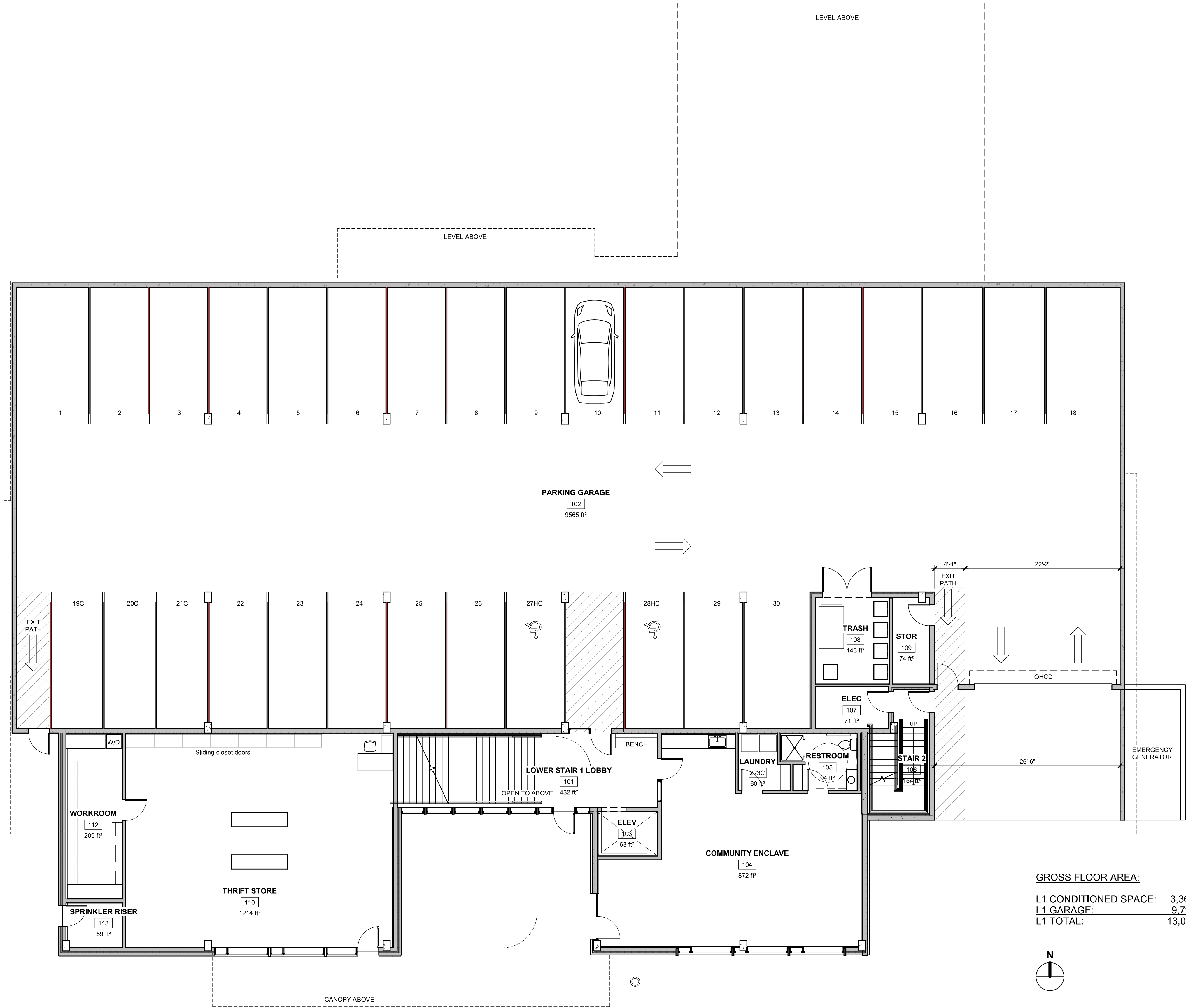
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LOWER LEVEL FLOOR
PLAN

A-09



LOWER FLOOR PLAN

SCALE: 1/16" = 1'-0"

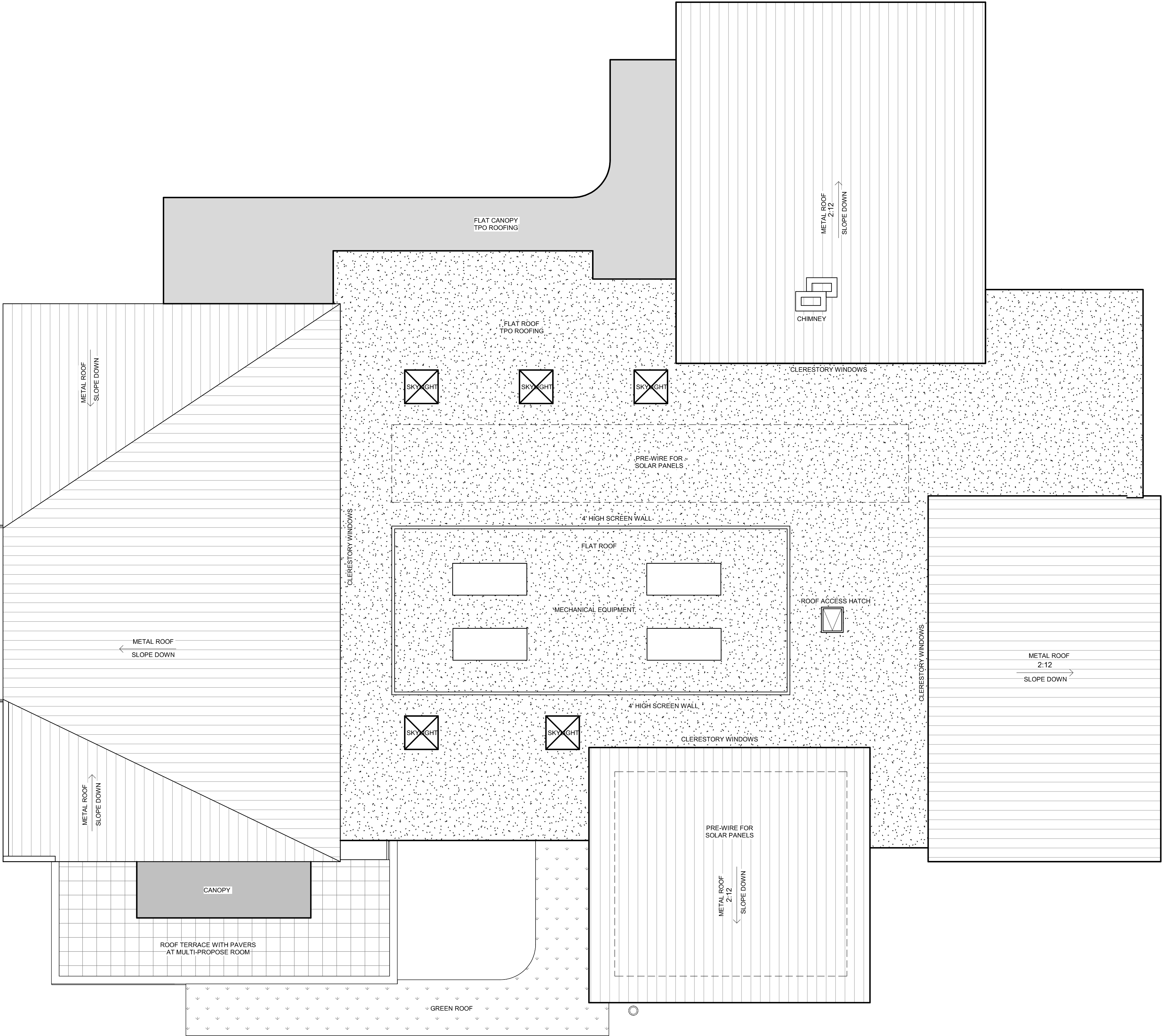
BAINBRIDGE ISLAND SENIOR / COMMUNITY CENTER

PROJECT #	2224
ISSUE DATE	1/08/25
# Description	Date

PROJECT #	2224
ISSUE DATE	1/08/25
# Description	Date

UPPER LEVEL FLOOR
PLAN

SCALE: 1/16" = 1'-0"



ROOF PLAN
SCALE: 1/16" = 1'-0"

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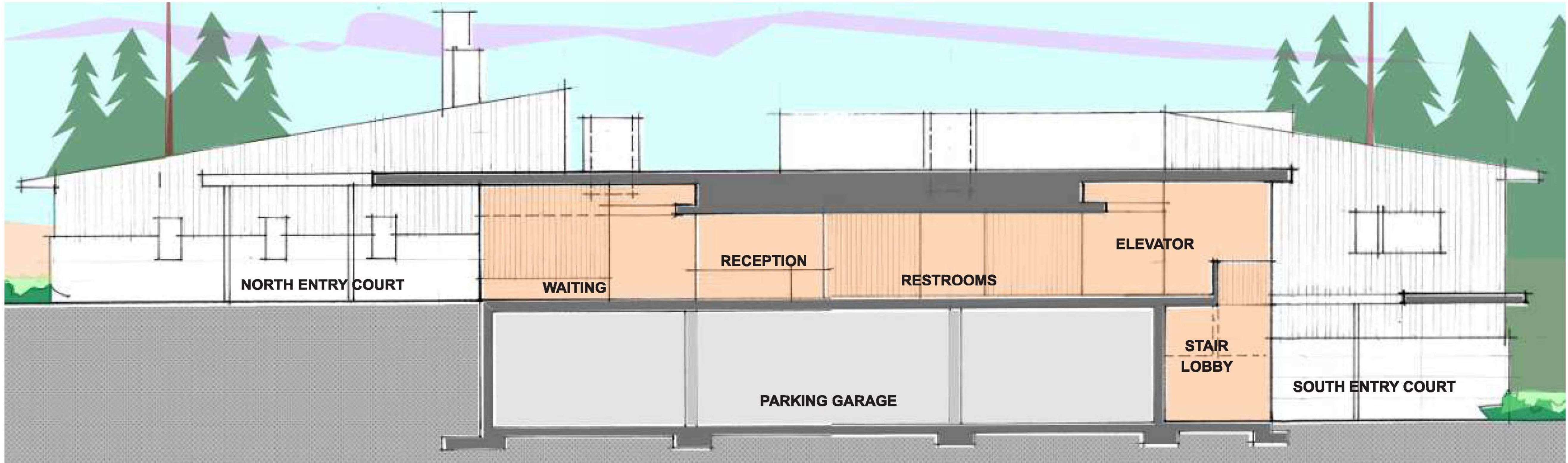
SITE PLAN REVIEW

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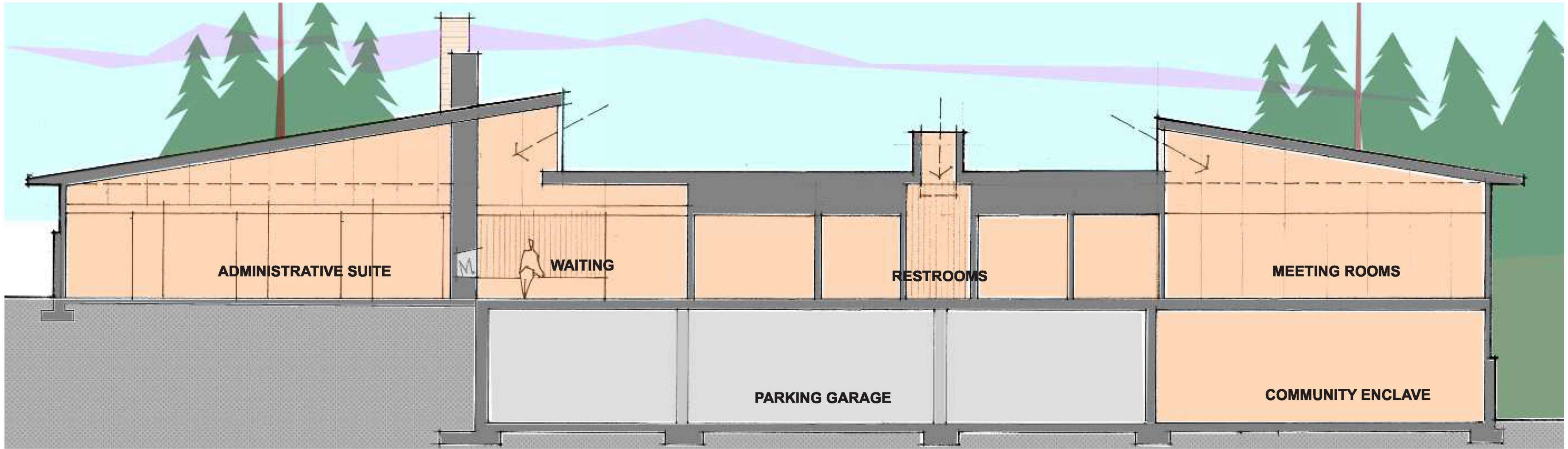
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ROOF PLAN

A-11



SECTION THRU RECEPTION GALLERY LOOKING EAST



SECTION THRU ADMINISTRATION SUITE LOOKING EAST

BUILDING SECTIONS

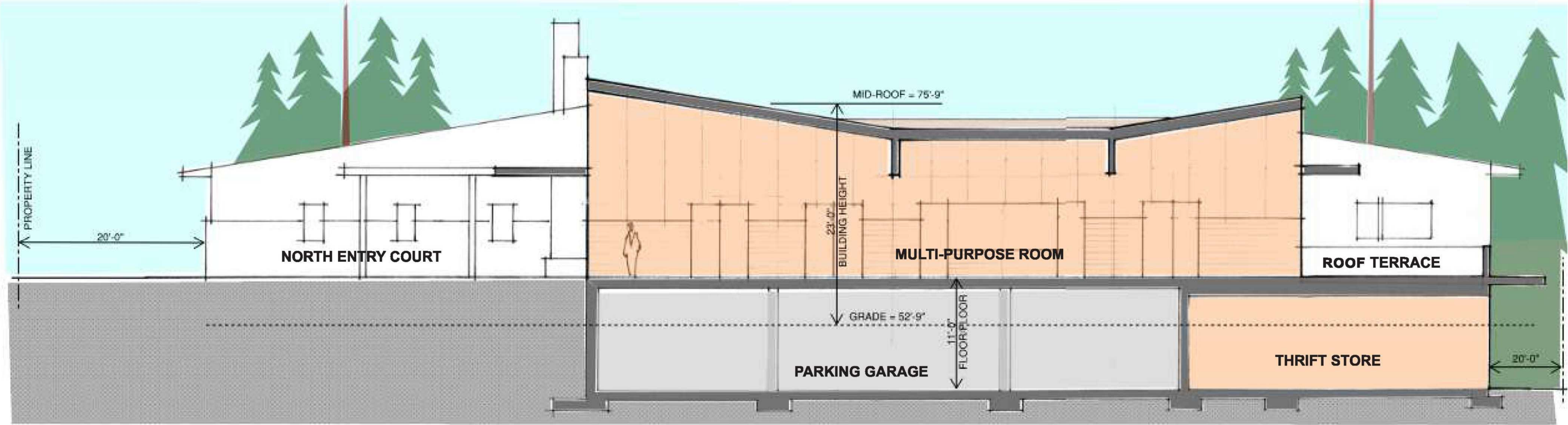
SCALE: 1/32" = 1'-0"

SITE PLAN REVIEW

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BUILDING SECTIONS

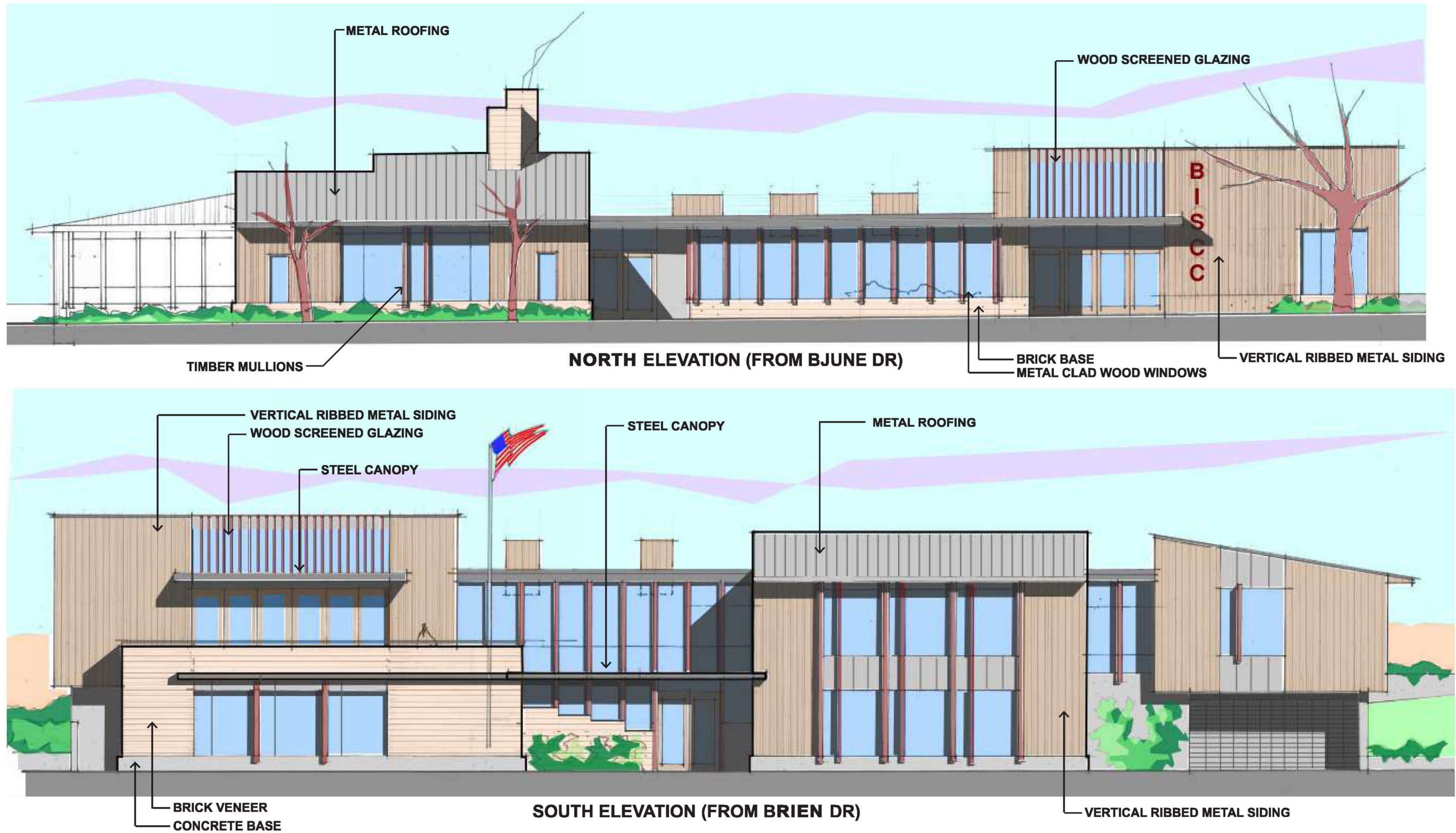


SECTION THRU MULTI-PURPOSE ROOM AND THRIFT STORE LOOKING EAST

BUILDING SECTION
SCALE: 1/32" = 1'-0"

PROJECT #	2224	
ISSUE DATE	1/08/25	
#	Description	Date

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BUILDING ELEVATIONS
SCALE: 1/32" = 1'-0"

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COMMUNITY CENTER**
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BAINBRIDGE ISLAND, WA

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ELEVATIONS



CONCRETE BASE EAST ELEVATION (VIEWED FROM PARK)



WEST ELEVATION (VIEWED FROM PARK)

BUILDING ELEVATIONS

SCALE: 1/32" = 1'-0"

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COMMUNITY CENTER
370 BRIEN DRIVE SOUTHWEST
BAINBRIDGE ISLAND, WA
BAINBRIDGE ISLAND SENIOR / COMMUNITY CENTER

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ELEVATIONS



BAINBRIDGE ISLAND SENIOR COMMUNITY CENTER - SITE / LANDSCAPE PLAN

L01



TREE RETENTION CALCULATIONS

PROJECT AREA: 0.73 ACRES
TREE UNITS REQUIRED: 21.9 (30 tu's/acre in MUTC/CORE per BIMC 18.15.010.G.4.a.i)
TREE UNITS ON SITE: 66.2
TREE UNITS TO BE REMOVED: 53.6
TREE UNITS RETAINED: 10.6
ELECTIVE RETENTION TREE UNITS: 2.0
ADDITIONAL TREE UNITS (NEW TREES) REQUIRED: 11.3

- NOTES:
1. TREE UNIT ASSESSMENT AND TREE RETENTION CALCULATIONS ONLY INCLUDE EXISTING TREES IN THE PROJECT AREA, NOT EXISTING TREES IN THE ADJACENT PARK PARCELS TO THE EAST AND WEST.
 2. REFER TO SURVEY FOR TREE LOCATIONS, SPECIES AND SIZES.
 3. REFER TO ARBORIST REPORT, DATED 12/17/2024 FOR TREE INFORMATION AND VALUATIONS.
 4. SEE ATTACHED TABLE FOR TREE SPECIES, SIZE, TREE UNITS AND PROPOSED REMOVAL/RETENTION.
 5. ELECTIVE RETENTION TREES ARE THOSE THAT THE APPLICANT WILL ATTEMPT TO SAVE BUT ARE NOT INCLUDED AS RETAINED TREES IN THE CALCULATIONS.

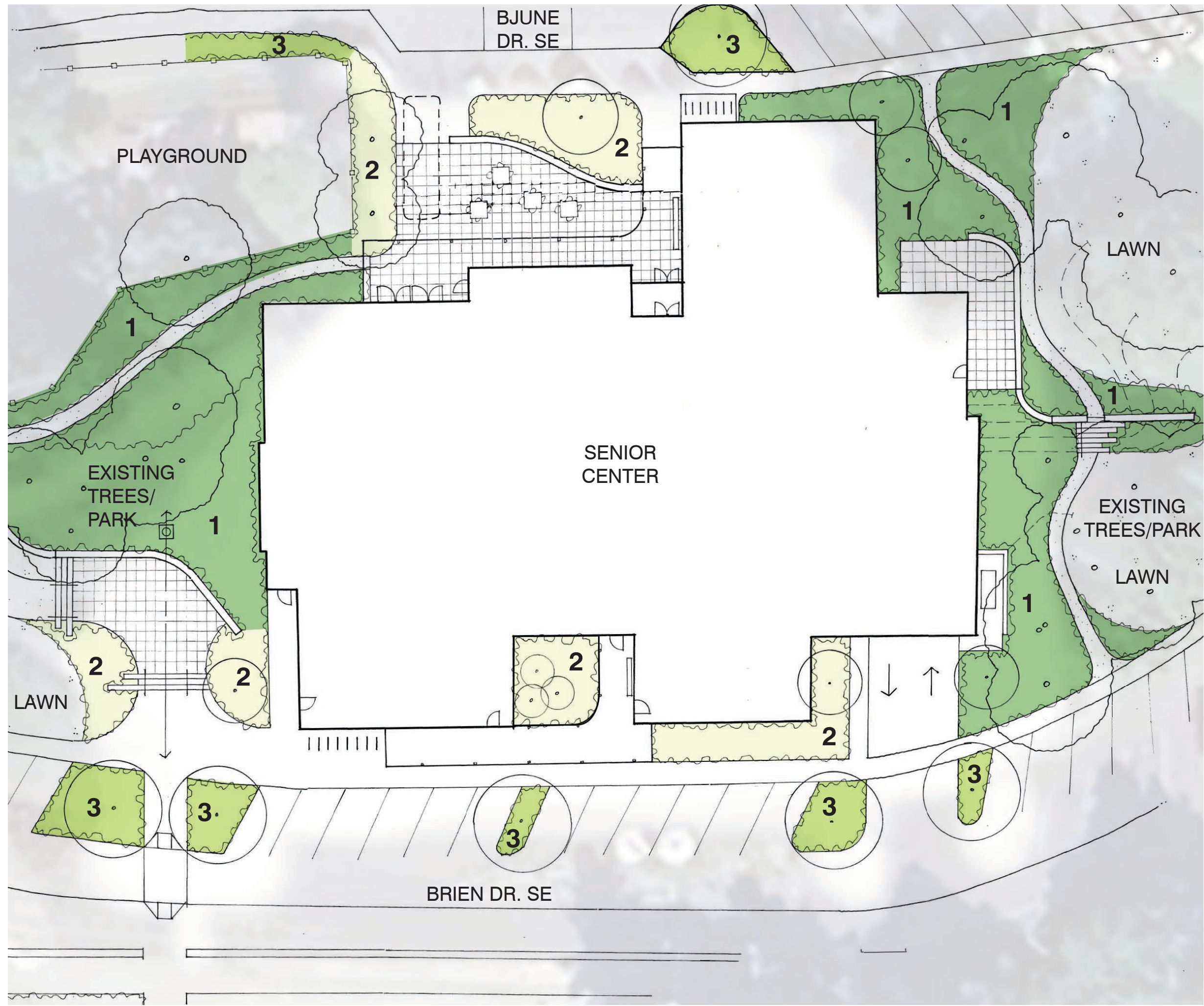
LEGEND

- TREE RETAINED
- TREE RETAINED (ELECTIVE)
- POTENTIAL NEW TREE
- ✗ TREE REMOVED
- CANOPY TO REMAIN
- PROJECT AREA (POST BLA)



BAINBRIDGE ISLAND SENIOR COMMUNITY CENTER - TREE RETENTION/TREE CANOPY

L02



1

NATIVE PLANTINGS

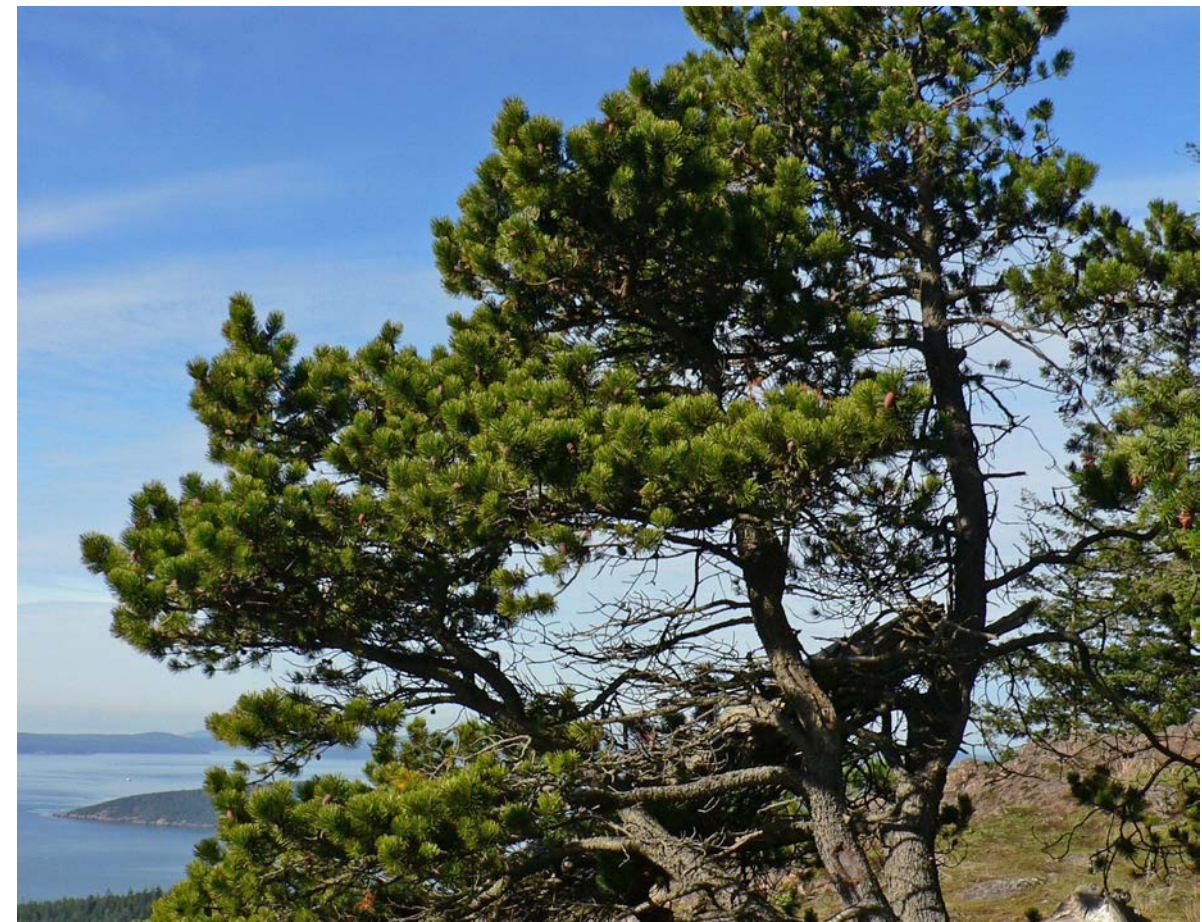
Scale:NTS



Blending with the existing park of large native trees to the east and west, supplemental plantings will help to restore the depleted understory. Plants will be drought tolerant that can take both shade and sun that exist on the site. For safety reasons, due to the proximity to the existing playground, visibility will remain by keeping shrubs and groundcovers mostly low with lower densities of shrubs and trees pruned up to remove some of the lower branches.

Sample Representative Species:

- Shore Pine
- Vine Maple
- Western Sword Fern
- Creeping Oregon Grape



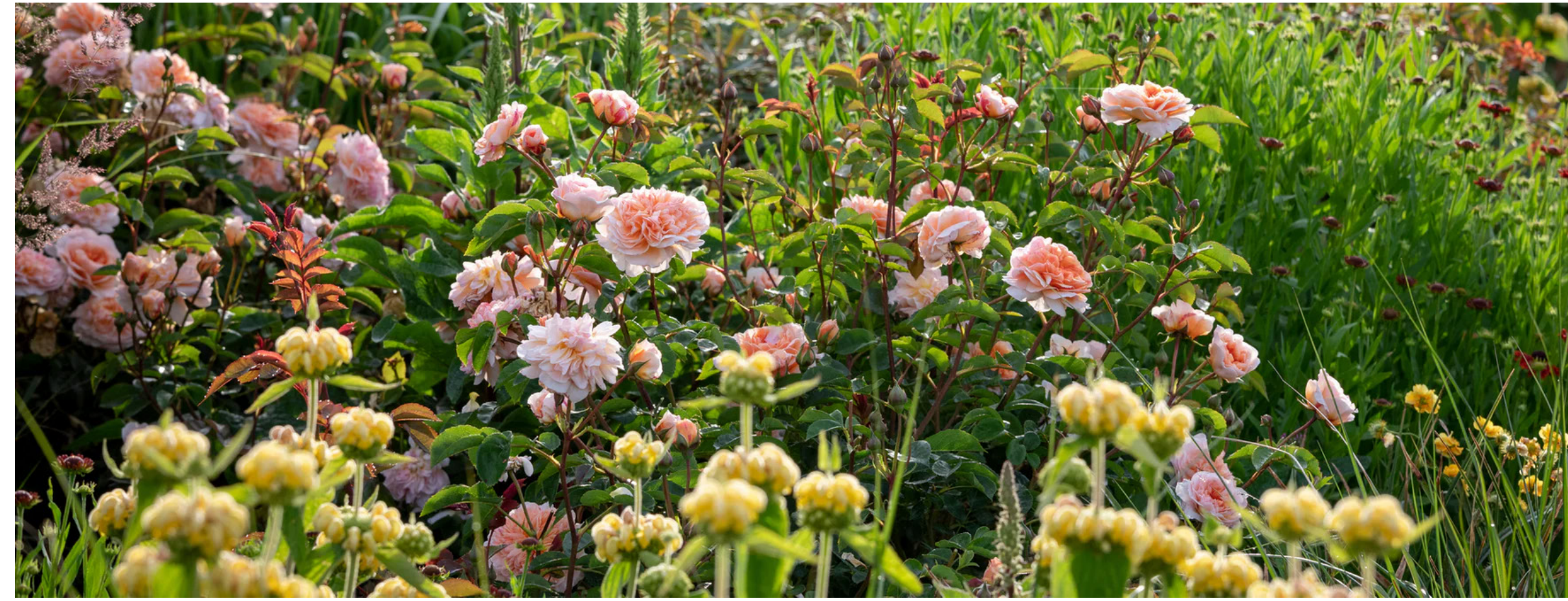
2

ORNAMENTAL ENTRY GARDENS

The entry gardens to the north and the south will be diverse and floriferous. Colors will be soft and warm with diverse textures and fragrance to engage people and invite them to sit and enjoy the gardens.

Sample Representative Species:

- Radcor Shrub Rose
- Scent & Sensibility Dwarf Lilac
- Ruby Slippers Oakleaf Hydrangea
- Amsonia Narrowleaf Bluestar
- Matrona Sedum
- Karley Rose Fountain Grass



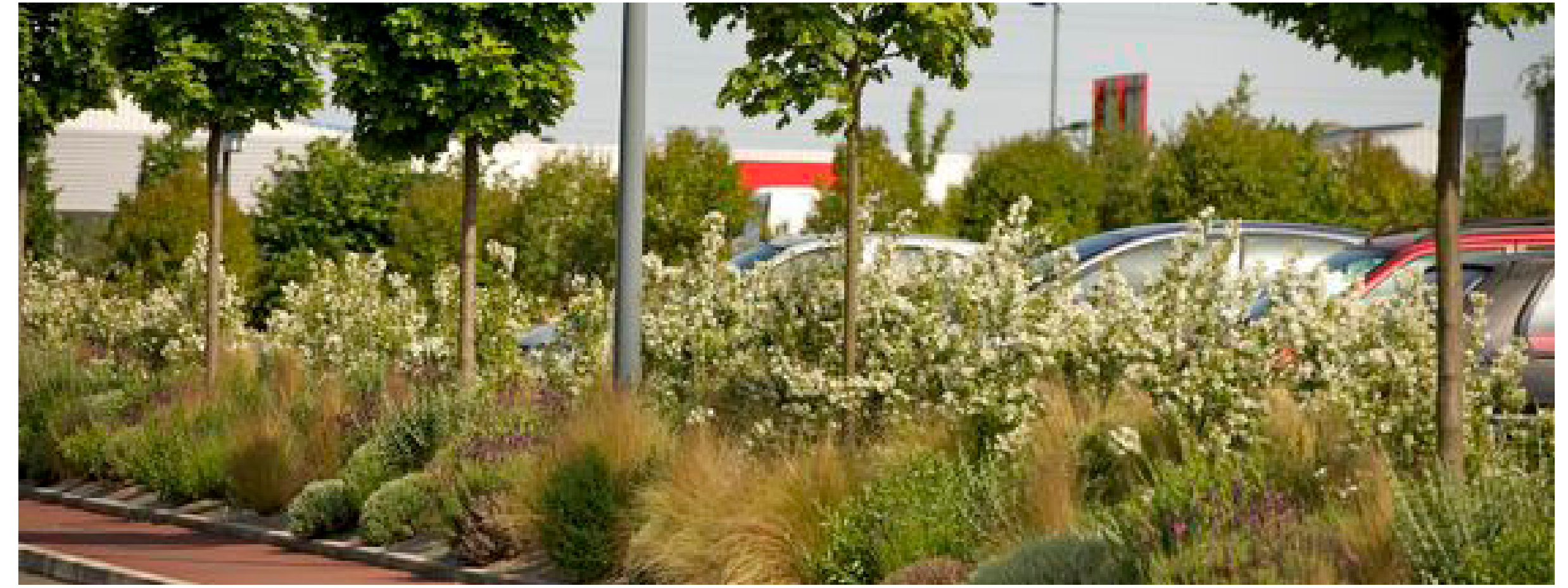
3

STREETSCAPE/PARKING PLANTINGS

Streetscape plantings will be colorful and floriferous to help blend with the entry gardens. Plantings to the west on Brien Drive will consist of some of the plants that are along the walk through the park to the dock. This will help bring that landscape across the street and into the sculpture seating area.

Sample Representative Species:

- Pink Dawn Desert Chitalpa
- Western Redbud
- Crape Myrtle
- Magic Carpet Spiraea
- Hameln Fountain Grass
- Color Guard Yucca



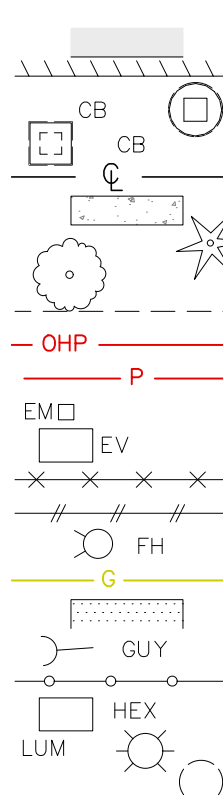
WINSLOW WAY E

N 88°41'24" W 2623.48'

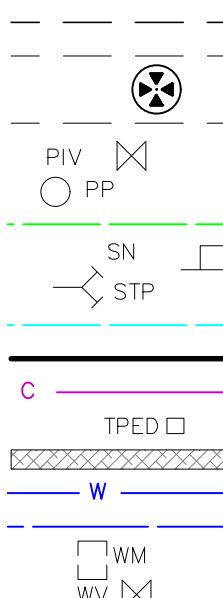
FOUND MON IN CASE
TACK/LEAD DOWN -0.3'

S 88°41'24" E 1053.17'

LEGEND:



ASPHALT SURFACE
BUILDING LINE
CATCH BASIN
CATCH BASIN
CENTERLINE
CONCRETE SURFACE
CONFEDERATE TREE
DECIDUOUS TREE
EAVE LINE
ELECTRIC LINE (OVERHEAD)
ELECTRIC LINE UNDERGROUND (LOCATE POINT)
ELECTRIC METER
ELECTRIC VAULT
FENCE LINE (WIRE)
FENCE LINE (WOOD)
FIRE HYDRANT
GAS LINE (LOCATE POINT)
GRAVEL
GUY ANCHOR
HAND RAIL
HEAT EXCHANGE
LUMINAIRE
MANHOLE (AS NOTED)



MAJOR CONTOUR LINE
MINOR CONTOUR LINE
MONUMENT IN CASE
OVERHEAD BUILDING LINE
POST INDICATOR VALVE
POWER POLE
SEWER LINE
SIGN
STAND PIPE
STORM DRAIN LINE
SUBJECT PARCEL PROPERTY LINE
TELEPHONE LINE UNDERGROUND (LOCATE POINT)
TELEPHONE PEDESTAL
WALL (AS NOTED)
WATER LINE (LOCATE POINT)
WATER LINE (RECORD)
WATER METER
WATER VALVE

SITE ADDRESS:
370 BRIEN DR SE
402 BRIEN DR SE
BAINBRIDGE ISLAND, WA 98110

TAX PARCEL NUMBER:
41140020070004
41140020080003
41140020010000

AREA:
TOTAL SITE AREA IS 68,106± SQUARE FEET OR 1.56± ACRES.

TAX PARCEL NO. 41140020010000 (PORTION SURVEYED)
TOTAL SITE AREA IS 53,069± SQUARE FEET OR 1.22± ACRES.

TAX PARCEL NO. 41140020070004
TOTAL SITE AREA IS 7,650± SQUARE FEET OR 0.18± ACRES.

TAX PARCEL NO. 41140020080003
TOTAL SITE AREA IS 7,388± SQUARE FEET OR 0.17± ACRES.

LEGAL DESCRIPTION:

ALL OF BLOCK 2, STAFFORD'S ADDITION TO THE CITY OF WINSLOW,
ACCORDING TO PLAT RECORDED IN VOLUME 8 OF PLATS, PAGES 11, 12,
AND 13, KITSAP COUNTY, WASHINGTON.

BASIS OF BEARING:
NAD83(2011) EPOCH 2010.00, WASHINGTON STATE PLANE COORDINATE
SYSTEM, NORTH ZONE PER GPS OBSERVATIONS.

VERTICAL DATUM:
NAVD88 PER GPS OBSERVATIONS.

MADISON AVES

N 01°19'42" E 871.05'

FOUND MON IN CASE
BRASS DISK W/ PLUMB
DOWN -0.4'

SURVEY NOTES:

- THE TOPOGRAPHIC SURVEY SHOWN HEREON WAS PERFORMED IN JULY OF 2024. THE FIELD DATA WAS COLLECTED AND RECORDED ON MAGNETIC MEDIA THROUGH AN ELECTRONIC THEODOLITE. THE DATA FILE IS ARCHIVED ON DISC OR CD. WRITTEN FIELD NOTES MAY NOT EXIST. CONTOURS ARE SHOWN FOR CONVENIENCE ONLY. DESIGN SHOULD RELY ON SPOT ELEVATIONS.
- ALL MONUMENTS SHOWN HEREON WERE LOCATED DURING THE COURSE OF THIS SURVEY UNLESS OTHERWISE NOTED.
- THE TYPES AND LOCATIONS OF ANY UTILITIES SHOWN ON THIS DRAWING ARE BASED ON INFORMATION PROVIDED TO US, BY OTHERS OR GENERAL INFORMATION READILY AVAILABLE IN THE PUBLIC DOMAIN INCLUDING, AS APPLICABLE, IDENTIFYING MARKINGS PLACED BY UTILITY LOCATE SERVICES AND OBSERVED BY GROUNDMARK LAND SURVEYING IN THE FIELD. AS SUCH, THE UTILITY INFORMATION SHOWN ON THESE DRAWINGS ARE FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE RELIED ON FOR DESIGN OR CONSTRUCTION PURPOSES; GROUNDMARK LAND SURVEYING IS NOT RESPONSIBLE OR LIABLE FOR THE ACCURACY OR COMPLETENESS OF THIS UTILITY INFORMATION. FOR THE ACCURATE LOCATION AND TYPE OF UTILITIES NECESSARY FOR DESIGN AND CONSTRUCTION, PLEASE CONTACT THE SITE OWNER AND THE LOCAL UTILITY LOCATE SERVICE (800-424-5555).
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. EASEMENTS AND OTHER ENCUMBRANCES MAY EXIST THAT ARE NOT SHOWN HEREON.
- EXISTING STRUCTURE(S) LOCATION AND DIMENSIONS ARE MEASURED FROM THE FACE OF THE SIDING UNLESS OTHERWISE NOTED.
- FIELD DATA FOR THIS SURVEY WAS OBTAINED BY DIRECT FIELD MEASUREMENTS WITH A CALIBRATED ELECTRONIC 5-SECOND TOTAL STATION AND/OR SURVEY GRADE GPS OBSERVATIONS. ALL ANGULAR AND LINEAR RELATIONSHIPS ARE ACCURATE AND MEET THE STANDARDS SET BY WAC 332-130-090.

LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 88°11'24" W	16.00'
L2	S 88°11'24" E	109.36'

CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	18.16'	32.96'	103°59'18"
C2	841.47'	236.45'	16°06'00"
C3	384.59'	227.41'	33°52'48"
C4	15.07'	27.64'	105°04'24"
C5	310.49'	222.44'	41°02'48"
C6	175.27'	281.77'	92°06'42"

REFERENCES:
R1: RECORD OF SURVEY VOL. 80, PAGE 1,
RECORDS OF KITSAP COUNTY, WASHINGTON

R2: RECORD OF SURVEY VOL. 82, PAGE 12,
RECORDS OF KITSAP COUNTY, WASHINGTON

R3: RECORD OF SURVEY VOL. 79, PAGE 40,
RECORDS OF KITSAP COUNTY, WASHINGTON

R4: RECORD OF SURVEY VOL. 53, PAGE 97,
RECORDS OF KITSAP COUNTY, WASHINGTON

DATE REVISION HISTORY

DATE	REVISION HISTORY

BAINBRIDGE IS. SENIOR COMMUNITY CENTER

PARCEL NOS: 4114-002-007-0004, 4114-002-008-0003, & 4114-002-001-0000
370 & 402 BRIEN DR SE, BAINBRIDGE ISLAND, WA 98110

TOPOGRAPHIC SURVEY

SW & SE 1/4 SW 1/4 SEC. 26, TWP. 25N, RGE. 2E, W.M.

GROUND MARK

LAND SURVEYING, PLLC

PH: (206) 580-3801

SEAN@GROUNDMARKS.NET

2712 E FIR ST

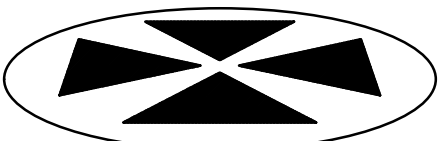
SEATTLE, WA 98122

SCALE: 1" = 20'

DATE: 7/11/24

JOB NO: 24055

SHEET 1 OF 1

SCALE IN FEET
20 10 0 20 40



Katy Bigelow, Arborist LLC
206.351.1375
arboristkaty@gmail.com
www.katybigelow.com

December 17, 2024

ATTN: Jeff Bouma / Fischer Bouma Partnership
Bainbridge Island Senior Community Center
370 Brien Dr. SE
Bainbridge Island, WA 98110

Dear Mr. Bouma and the Bainbridge Island Senior Community Center:

Thank you for the opportunity to provide consulting arborist services to assist in the plans for redeveloping the Bainbridge Island Senior Community Center.

The Scope of Work for this project includes:

- Site visit to capture tree data for trees to be retained,
- Generating a written report including including but not limited to:
 - A description of all retained tree's health, condition, and viability.
 - A description of the methods used to determine canopy size and limits of disturbance.
 - Tree, associated soils and vegetation protection during construction information and recommendations outlining how to proceed with work proposed within the limits of disturbance (trees, associated soils and vegetation protection areas).
 - Appraisal values for retained trees.

Retained tree data summary

Significant Trees - 5 (locations shown in on Addendum 1 - Site Map)

- 2 good condition (Trees)
- 3 fair condition (Trees)

Depending on the final site plan, these trees are reasonable candidates for protecting and retaining during this project using tree protection as specified below. The Appraisal Data found in this report provides an estimate of the 5 trees' appraised value. *This appraisal is somewhat unique in that replacement of madrone trees with other madrone trees is not recommended as they normally can only be found in small sizes in nurseries and often fail when transplanted. Values are based on replacement with an alternate but similarly functioning tree species (Shore pine / *Pinus contorta*).

Methodology

To evaluate the trees in the field I combined my field experience and education with current accepted practices as defined by the American National Standards Institute (ANSI) and the International Society of Arboriculture (ISA).

On December 4, 2024 I completed a Level 2 tree assessment and gathered tree data as detailed in the Scope of Work. All levels of tree assessment are explained in an attachment to this report.

The tools I used to make this assessment were limited to binoculars, compass, digging tool, hand mallet and diameter tape. A visual tree assessment and other methods are only conclusive for the day of inspection and do not guarantee that conditions will remain the same in the future.

Since the trees are very easy to find in the field and the site has high use, I opted not to tag trees in the field. Tree numbers on the tree retention maps included in this report correlate to specific trees in the Table of Trees (ToT) in this report. All trees discussed in this report have been surveyed and are located on the Site Map in this report and are also shown in photos in Addendum 2.

I used a diameter tape to measure the “Diameter at Breast Height (DBH)” of trees as close as possible to 4.5’ from grade. I round measurements to the nearest half inch.

Determination of Tree Condition

Condition ratings were based on but not limited to:

- (1) the condition of the tree’s root crown;
- (2) the condition of the trunk, including decay, injury, callusing, or presence of fungus or other disease;
- (3) the condition of the limbs, including the strength of crotches, amount of deadwood, hollow areas and whether there was excessive weight borne by them;
- (4) the condition and growth rate history of twigs, including visible pest damage and diseases;
- (5) the leaf appearance, including abnormal size and density as well as pest and disease damage.

Using an average of the above factors together with my best judgment, the general condition of each tree was recorded in one of the following categories adapted from the rating system established by the International Society of Arboriculture and the 10th Edition of the Council of Tree & Landscape Appraisers (CTLA) Guide for Plant Appraisal:

- Excellent (81%-100%): High vigor and near-perfect health with little or no twig dieback, discoloration, or defoliation. Nearly ideal and free of structural defects. Nearly ideal form for the species and generally symmetrical.
- Good (61%-80%): Vigor is normal for the species and has no significant damage due to disease or pests. Twig dieback, discoloration, or defoliation is minor. Well-developed structure

with minor defects that can be corrected easily. Minor asymmetries/deviations from species norm. Function and aesthetics are not compromised.

- Fair (41%-60%): Reduced vigor. Damage due to insects or diseases may be significant and associated with defoliation but is not likely to be fatal. Twig dieback, defoliation, discoloration, and/or dead branches may comprise up to 50% of the canopy. A single structural defect of a significant nature or multiple moderate defects. Structural defects are not practical to correct or would require multiple treatments over several years. Major asymmetries/deviations from species norm. Function and aesthetics are compromised.
- Poor (21%-40%): Unhealthy and declining in appearance. Poor vigor and low foliage density and poor foliage color are present. Potentially fatal pest infestation. Extensive twig or branch dieback. A single serious structural defect or multiple significant defects. Observed structural problems cannot be corrected. Failure may occur at any time. Largely asymmetrical or abnormal form.
- Very Poor (6%-20%): Poor vigor and appears to be dying. Little live foliage. Single or multiple severe structural defects. Visually unappealing and provides little or no function in the landscape.
- Dead (0%-5%)

Determination of Drip Line

I generally round measurements for drip lines on the N/S/E/W axis, choose the furthest distance from the trunk to be considered the “drip line” and consider this measurement the same as “critical root zone (outer)” and “limits of disturbance” for each tree. Although each tree has an asymmetrical canopy the furthest branch extending from a single tree should be considered the closest intrusion to any single tree activity should occur.

Limits

Recommending replacement trees and new landscaping recommendations are outside the scope of this report and shall be provided by the contracted Landscape Architects. However, I very strongly recommend that ALL new plantings have any pots, baskets, burlap or twine removed from their root balls prior to planting. I also strongly recommend that irrigation methods do not allow water to spray existing tree trunks nor require extensive hand or mechanical digging to install within critical root zones/tree protection areas.

Site Observations and Brief Analysis

The site is mainly flat with mature trees bordering existing paved parking lots. Understory is mainly non-existent. Due to heavy pedestrian traffic in this Park, most of the soils around the trees I assessed are compacted with a thin organic layer around the trees.

The madrone trees that are slated for retention are in fair condition and add character to this park. However, if they are removed or damaged to the point of removal, I do not recommend that more madrones be replaced in their stead and that a different species of tree be used as replacement. Adding mulch around their bases prior to the start of this project could help them retain vigor and over time improve soils around their trunks.

If any change occurs to the court west of Trees 4 and 5 those trees will need reevaluation for how that activity could impact those trees.

Table of Trees - limited

*Inches have been rounded to the nearest whole inch.

Tree #	Tree species	DBH*	Condition
1	Pacific madrone / Arbutus menziesii	15"	Fair
2	Pacific madrone / Arbutus menziesii	10.5"	Good
3	Pacific madrone / Arbutus menziesii	14"	Fair
4	Pin oak / Quercus palustris	9"	Fair
5	Pacific madrone / Arbutus menziesii	22"	Good

Appraisal Value Discussion

The following discussion and appraisal methodology is based on the Guide for Plant Appraisal, 10th Edition, Published by the Council of Tree & Landscape Appraisers, 2018. The Guide has been developed by consensus of professional landscape, tree care, forestry and arboricultural representatives. It is not prescriptive, but rather provides advisory recommendations to the appraisal of landscape plants.

The 10th edition replaces the 9th edition and is updated to more fully align with the larger appraisal profession and follows the standards of the Appraisal Foundation. It considers Cost, Income and Sales Comparison Approaches to the valuation of trees and plants. Typically, in residential tree and plant appraisals the Income and Sales Comparison approaches are not applicable or are not within the scope of plant appraiser expertise, leaving the Cost approach.

Within the Cost Approach, the Trunk Formula Technique, the Cost Compounding Technique and Direct Replacement are considered. For purposes of this analysis I observed that the subject trees provide a significant amenity, utility offsets and environmental forest benefit. As such, amenity vegetation appraisal techniques are considered as commonly utilized in residential situations. Appraisal approaches commonly utilized in tree appraisals as found in the Guide 10th edition, Chapter 5 are:

- Repair
- Reproduction
- Functional Replacement

Techniques for estimating Cost are:

- Direct Cost
- Trunk Formula Technique
- Cost Compounding Technique

Common techniques that might be applicable to the subject trees are Functional Replacement (replacement of equivalent utility, benefits or function) as in the Trunk Formula Technique and Cost Compounding Technique. Repair techniques are generally utilized for partial tree damage.

Direct Cost techniques are used to replace exact replicas of trees. Repair is not at issue here as the trees are removed and Replacement is not feasible for trees the size of the subjects.

In the Functional Replacement Technique, the assumption is “that a prudent person would not spend more to purchase an item or restore its benefits than the cost of a substitute item that produced similar benefits.”(Guide for Plant Appraisal, 10th edition).

The Trunk Formula and Cost Compounding techniques are extrapolations of the cost to plant and “grow” trees.

The Functional Replacement approach known as the Trunk Formula Technique (TFT) is most commonly utilized to estimate the value of residential trees and begins the process with “...the largest commonly available” replacement tree, or Basic Cost and “grows” it to the size of the tree to be replaced. The basic assumption is that a purchaser of a tree would pay the same unit cost (\$/square inch of trunk) for a large tree as a small one. Adjustments, or depreciation factors that are basically measures of comparability to perfect trees perfectly located, are then made for physical deterioration (condition), functional limitations and external limitations.

Functional Limitations are factors associated with the interaction of the tree that affects its condition or could limit its utility. External limitations are factors outside the property and out of control of the owner; for instance, the effects of insect infestation. These adjustments are renamed from the 9th edition that identified the adjustments as species, condition and location. The approach has applicability in urban landscape situations.

As stated in the Guides, “Application (of the Trunk Formula Method or Technique) is generally limited to residential and urban landscape settings.” Costs of removal, clean-up, etc. will be incurred at the time of tree cutting and are not applicable to this appraisal. I base my cost estimates on a variety of local nursery price solicitations and experience with similar replacement projects.

The complete Appraisal Data found in a separate document from this report provides individual tree data, adjustments to Basic Cost and finally an estimate of the appraised value where a summary of the appraisal values is found below.

Tree Appraisal Value	
Tree #	Appraisal Value (Rounded)
1	\$803
2	\$635
3	\$724
4	\$485
5	\$2348

Tree, Vegetation and Soil Protection Plan (TVSPP)

Purpose

This Tree, Vegetation and Soil Protection Plan (TVSPP) dictates how trees, associated vegetation and soils in which they grow should be protected during this development project.

This plan should be reviewed by contractors and incorporated into the Project Schedule and contracts before any mobilization of construction activities. Tree protection measures detailed in this TVSPP shall be maintained for the duration of construction activity. Improvements or activities such as new paving, utility, and irrigation trenching and other ancillary activities not detailed on current permitted plans shall occur outside the Tree Protection area.

Definitions

“Shall” denotes a requirement that is mandatory whenever the criterion for conformance with the specification requires that there be no deviation. This word implies obligation.

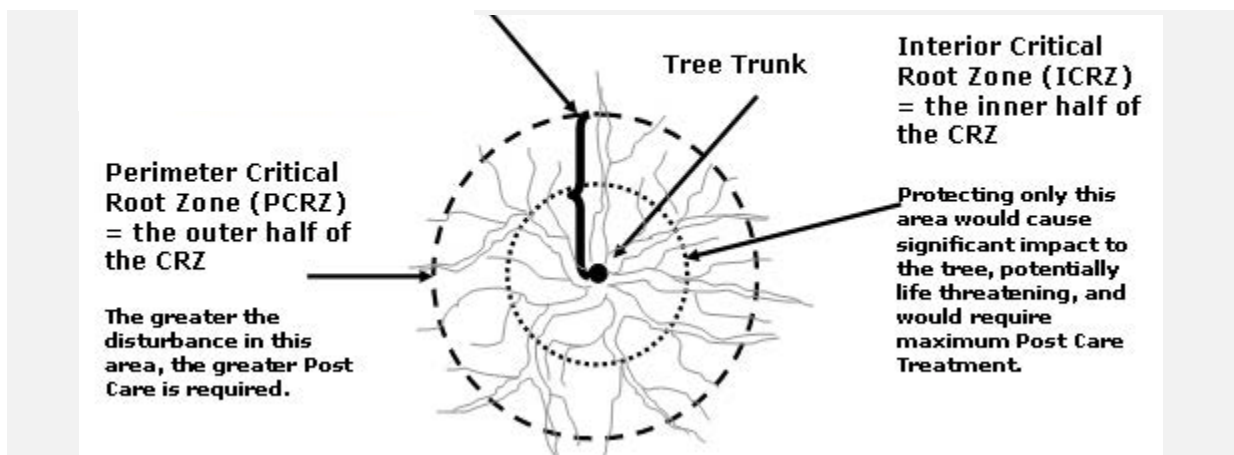
“Should” denotes a guideline or recommendation whenever noncompliance with the specification is permissible.

“Significant tree” according to the BIMC means: (1) a live evergreen tree 10 inches in diameter or greater, measured four and one-half feet above existing grade; or (2) a live deciduous tree 12 inches in diameter or greater, measured four and one-half feet above existing grade; or (3) in the Mixed Use Town Center and High School Road zoning districts, any live tree eight inches in diameter or greater, measured four and one-half feet above existing grade.

Tree Protection and Preservation

Trees in the identified Tree Protection Areas shall be retained and protected from incidental impacts, injury and damage by permitted or unpermitted construction activities.

1. To prevent injury to protected trees or areas of trees, no work may occur within the Tree Protection Zone / within any single tree's critical root zone (CRZ or 'Zone A' or 'Zone B') without authorization from the Contractor's Arborist.
 - a. Zone A is the Perimeter Critical Root Zone (PCRZ) of the tree. Zone B is the inner critical root zone (ICRZ) represented by the inner circles around trees on the Plans.
 - b. See the description below to define these zones.
 - c. If plans are modified in any way, the effect(s) of intrusion into a tree's inner or outer critical root zone can and shall be assessed on a case by case basis by the Arborist as this project progresses.



The above drawing defines the “Perimeter CRZ” (PCRZ) and “Interior CRZ” (ICRZ). Generally, the full PCRZ is considered the optimum amount of root protection for a tree. As root impact occurs within the PCRZ, greater post care will be required for the tree to remain alive and stable. The absolute maximum disturbance allowed must still leave the ICRZ undisturbed if the tree is to have any chance of survival. While this is a generally accepted method for measuring CRZ, root systems vary in depth and spread based on size of tree, soil quality, water table, species and other related factors.

The CRZ, also called the “tree protection zone”, is often defined as an imaginary circle on the ground that corresponds with the “dripline” of the tree. The image of the Site Map shows an approximation of the limits of the PCRZ’s and shall be considered the same thing/distance from a tree at which to install tree protection fencing.

Prior to Fencing

All areas of the tree protection must be shown on construction plans and reviewed with contractors prior to the start construction.

Mulch (arborist chips, the product of tree removal, no bark only or beauty bark products) should be applied to all Tree Protection Areas prior to site disturbance, up to a thickness of four inches deep.

Tree Protection Fencing

Tree fencing must be put in place before structure demolition, grading or construction begins and remain in place until final inspection of the project permit, unless otherwise approved by the Arborist.

In this case, tree protection fencing shall encompass groups of trees rather than individual trees. Tree protection fencing shall be placed in the locations approximately shown in Addendum 1: Site Map.

Tree protection areas shall be contiguously fenced off with chain link or orange construction fencing to prevent entry from any area of the subject property. Enclosures define protection limits to meet three primary requirements: (1) protect tree canopy and trunks from damage by equipment, materials, and activities; (2) preserve roots and soil conditions in the protection area and; (3) inform others – both the public and other contractors—that the areas are not open for access or construction storage use.

Associated vegetation (shrubs and groundcover) is sparse and will likely be protected by fencing off areas unless intrusion into these areas occurs. Mulch applications to tree protection areas as recommended below are unlikely to damage existing vegetation.

After Tree Protection fencing has been erected, the area shall not be accessed for any reason during the course of the project until all contractors have vacated the site and the project is complete. If access to Tree Protection Areas is necessary, activities to limit soil disturbance and compaction are detailed in the sections below.

‘Tree Protection Area’ (or similar verbiage) signs shall be prominently displayed on every area tree protection fencing.

Grading activities involve soil disturbance that may damage the soil structure and the biological environment for tree roots and other vegetation elements. Depending on the scope, any grade changes within a Tree Protection Area could require mitigation and remediation. Any change to plans that involves grading into a Tree Protection Area should be evaluated by the Arborist prior to disturbance.

It is always preferable that grading near Tree Protection Areas be completed by using heavy machinery working facing trees and pulling soil outwards from the tree protection area. Equipment that works perpendicular pulling soils along fencing has a much greater chance of pulling, ripping and damaging roots that could otherwise be cut cleanly at the edge of grading areas.

Trenching, Excavation, Tunneling and Directional Drilling Below-grade activities may impact soils, tree roots and the biological systems that support trees and vegetation. Any trenching, excavation, or directional drilling activity within a Tree Protection Area, within or under the Critical Root Zones is restricted and requires a case by case assessment and approval by the Arborist.

1. Allowable effective methods to expose roots prior to cutting include hand digging, air-spading or water excavation technologies.
2. Prior to digging, ensure that mulch has been placed in the tree protection area.
3. If for ANY REASON the work can not be done by hand, plywood shall be placed on both sides of the location of the trench on top of mulch for the heavy machinery to be placed on/run over.
4. Tree protection fencing shall be closed immediately after the ditch has been dug and utilities installed/other activity completed.
5. Air spading for access or trenching is preferred over all other options when possible. Water excavation has a high potential for root damage if nozzles are used too close to root surfaces and must be used with lower pressures.

Root Pruning For excavation in or at the edge of a Tree Protection Area necessitating or anticipating pruning of tree roots four inches or larger, root pruning must be approved and documented by the Arborist prior to execution of the work and is subject to industry standards for clean cuts back to a lateral root and sound wood.

Pruning of roots outside and at the edge of the Tree Protection area measuring smaller than four inches diameter exposed by excavation must be cleanly cut to sound wood. Do not leave roots ripped or exposed at the edges of Tree Protection Areas. Do not cover any cuts to roots with any substance or “root paint”.

Heavy Equipment Use Activities that include heavy equipment have the potential to damage soil and tree roots by compaction of the air spaces within the soil. The use of backhoes, steel tread tractors or any heavy vehicles within the Tree Protection Area is prohibited without protection measures approved by the Arborist. If equipment use is allowed in the tree protection areas, a protective soil and root buffer is required.

1. To protect surface roots and maintain soil structure a protective buffer of arborists' chips spread over the area of anticipated compaction to a minimum of six inches in depth covered by a single layer of $\frac{3}{4}$ inch thick plywood for light machinery OR arborists' chips spread over the area of anticipated compaction to a minimum of six inches in depth covered by a single layer of one inch steel plate for heavy machinery.
2. Mulch can be retained in the tree protection areas after disturbance if the Arborist determines it will not smother or kill existing trees and vegetation. If used, plywood or steel shall be removed once the specific activity has been completed.

Watering Mulching Tree Protection Areas prior to work can be sufficient to replace watering needs UNLESS many roots measuring greater than four inches are cut at the edge of the Tree Protection Area or a Tree Protection area is disturbed. At that point, supplemental water can be applied depending on the situation per the following recommendations:

1. Water applications can be applied using hoses, water trucks or other means as the situation warrants.
2. Watering shall be applied to moisten the layer of mulch and soils under the mulch at least two inches down.
3. In May through October, water shall be applied to the Tree Protection area once per week unless watering on this schedule is not sufficient to accomplish b. above.
4. In other months no water needs to be applied unless specified by the Arborist.

Damage Any significant damage or injury to trees or vegetation within the Tree Protection Area or to unexpectedly encountered roots measuring greater than 4 inches diameter at the edge of a Tree Protection Area must be reported within 24 hours to the job superintendent and the Arborist to ensure timely application of mitigation measures. All mechanical or chemical injury to branches, trunk, or roots over four inches in diameter must be reported.

Soil Remediation Actions listed in this section may only need to be referred to or implemented in case of activity into the Tree Protections Area or as otherwise specified at any time this project has change orders that affect the Tree Protection Areas. Soil reconditioning/remedial measures may include:

1. Aeration: Soil that is damaged or compacted within the Tree Protection areas can be loosened or aerated to promote root growth and enhance tree vitality. One of the following aeration methods shall be specified in an effort to correct compacted soil conditions:
 - a. Radial Trenching: With an air excavator, excavate a soil trench three to six inches wide and a minimum of 12 inches deep from approximately three feet from the

trunk out to the dripline area. The trenches shall radiate out from one foot apart at the closest point.

- b. Vertical Mulching: Auger holes two to four inch diameter, two to three feet deep, on four foot centers and backfilled with porous material such as perlite, vermiculite or volcanic rock.
- c. Soil-fracturing: With an air spade or knife. Subsurface injections under moderate hydraulic pressure using a three foot probe and applied on three foot centers under the dripline.
- d. Or, as dictated by the working tree company and approved by the Arborist.

Post Construction Activities Tree protection fencing and supplemental watering schedules shall be removed/stopped only when all contractors have completed work in all areas of this project. Retained trees should be re-inspected for signs of impact that may have gone undetected during construction and mitigation measures assigned accordingly. The Arborist can provide a final report regarding the existing tree conditions in the Tree Protection Area listing any remedial actions if necessary prior to fencing being removed.

Concluding remarks

This report, along with the tree inventory, can guide preserving the health, function, and value of the trees to be retained on the site during and after development. Tree preservation starts with a basic understanding of the health and structure of the trees on the site. With proper care and protection, the trees recommended for retention on this site can continue to thrive.

The importance of protecting trees that have been selected for retention should be clearly communicated to contractors, equipment operators and workers before any land disturbance. This message can be reinforced by establishing penalties that must be paid if trees are injured or killed during construction.

Thank you for asking me to assist with this project,



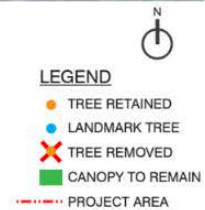
Katy Bigelow
Board Master Certified Arborist
PNW ISA member # PN-6039B
Tree Risk Assessment Qualified
American Society Consulting Arborists RCA 490

Addendum 1: Site Map (blue areas approximate tree protection locations)



TREE RETENTION CALCULATIONS

PROJECT AREA: 0.73 ACRES
 TREE UNITS REQUIRED: 21.9 (30 tu/s/acre in MUTC/CORE per BIMC 18.15.010.G.4.a.i)
 TREE UNITS ON SITE: 66.2
 TREE UNITS RETAINED: 13.8
 ADDITIONAL TREE UNITS (NEW TREES) REQUIRED: 8.1
 LANDMARK MITIGATION TREES REQUIRED: 6.0 2" cal. (per COBI 16.32.030.E.2.)



BAINBRIDGE ISLAND SENIOR COMMUNITY CENTER - TREE RETENTION/TREE CANOPY

L02

BAINBRIDGE ISLAND, WA

JANUARY, 2025 SITE PLAN REVIEW



Addendum 2: Photos

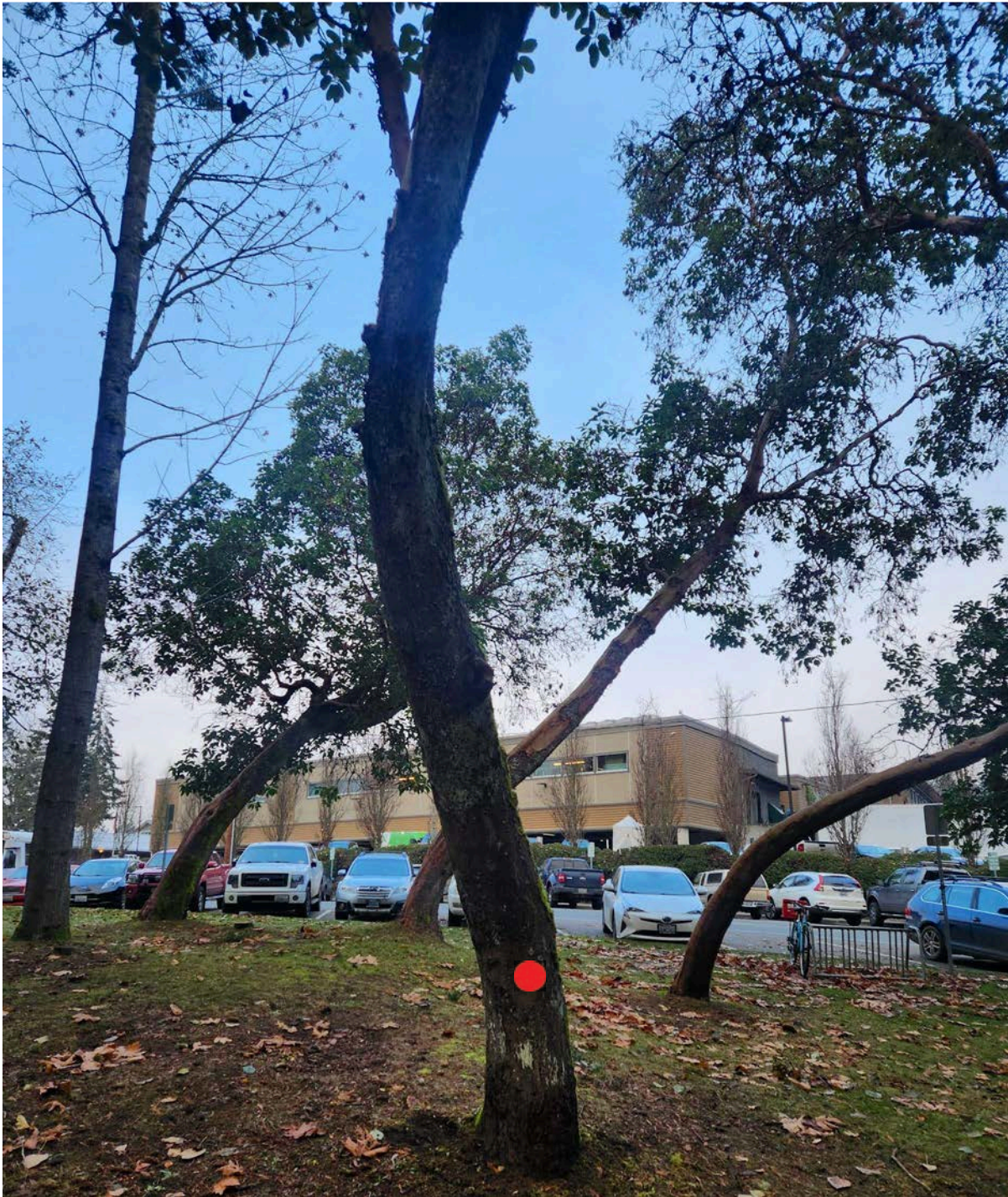


Photo 1: Tree 1



Photo 2: Trees 2-3



Photo 3: Trees 4-5

Assumptions, Limiting Conditions and General Waiver

I, Katy Bigelow, certify that:

I have personally inspected the tree(s) and or the property referred to in this report;

I have no current or prospective financial or other interest in the vegetation or the property which is the subject of this report and have no personal interest or bias in favor of or against any of the involved parties or their respective position(s), if any;

The analysis, opinions and conclusions stated herein are the product of my independent professional judgment and based on current scientific procedures and facts, and the foregoing report was prepared according to commercially reasonable and generally accepted arboricultural standards and practices for the Pacific Northwest and Puget Sound areas;

The information included in this report covers only those trees that were examined and reflects the condition of the trees as of the time and date of inspection;

This report and the opinions expressed herein are not intended, nor should they be construed, as any type of warranty or guarantee regarding the condition of the subject trees in the future;

Covenants, Conditions, and Restrictions ("CC&Rs") may restrict the number, type and height of vegetation on the subject property, and I have made no investigation regarding whether the property is subject to such CC&Rs; and

To the best of my knowledge and belief, all statements and information in this report are true and correct and information provided by others is assumed to be true and correct.

I am not an attorney or engineer. This report does not cover these areas of expertise and represents advice only of arboricultural nature. Without limiting the generality of the preceding sentence, it is specifically understood that nothing contained in this report is intended as legal advice, or advice or opinions regarding soil stability or zoning laws, and this report should not be relied upon to take the place of such advice.



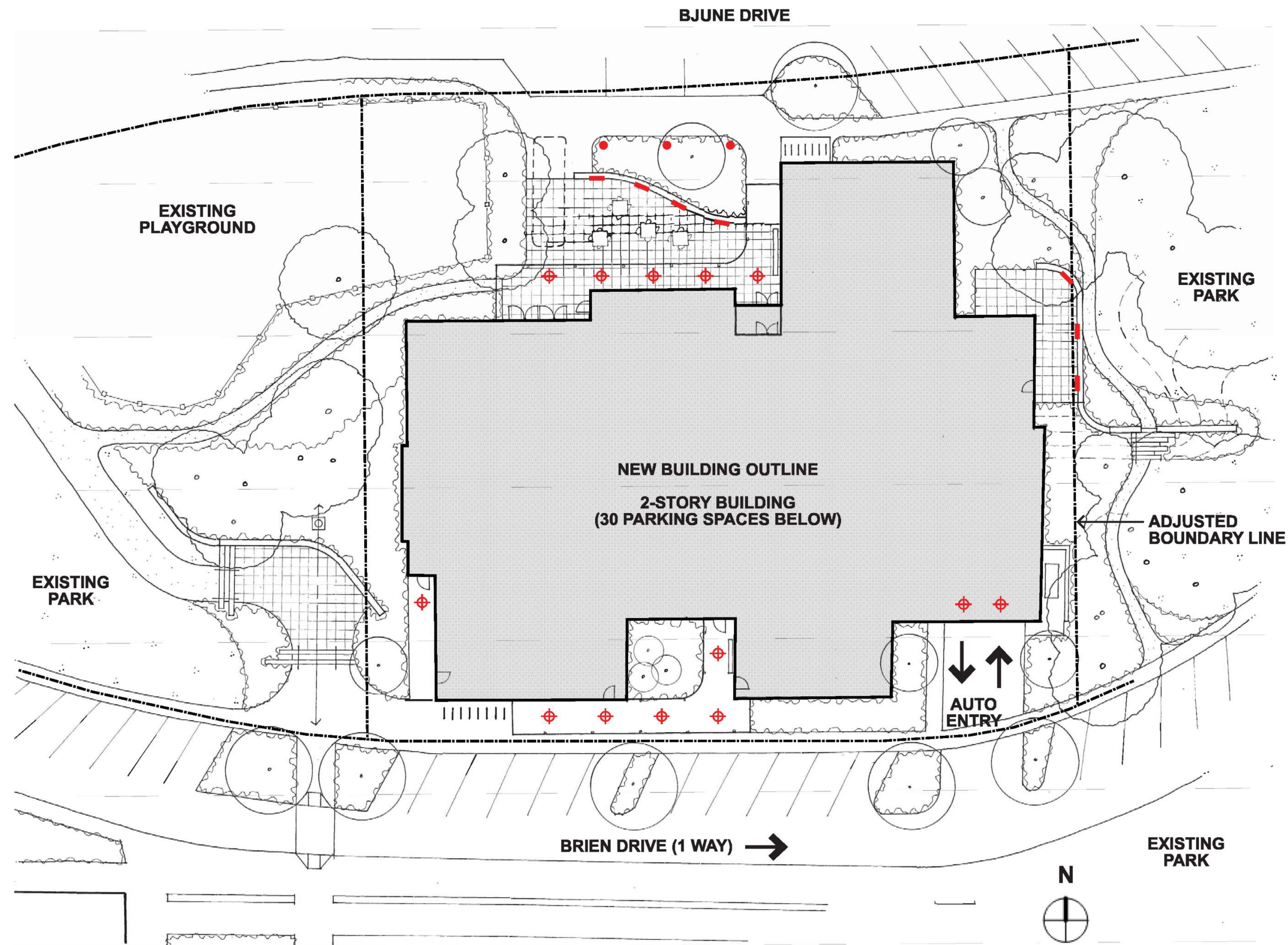
Katy Bigelow

Board Master Certified Arborist

PNW ISA member # PN-6039B

Tree Risk Assessment Qualified

American Society Consulting Arborists RCA # 490



EXTERIOR SITE LIGHTING PLAN

LIGHTING LEGEND

- BOLLARD LIGHT**
- STEP/WALL LIGHT**
- CANOPY LIGHT**

FIXTURE TYPES

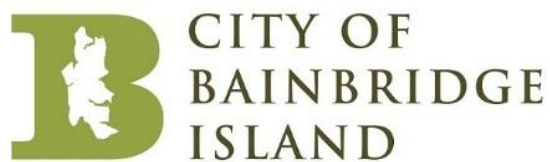
**BAINBRIDGE ISLAND SENIOR
 COMMUNITY CENTER**
 370 BRIEN DRIVE SOUTHWEST
 BAINBRIDGE ISLAND, WA

BAINBRIDGE ISLAND SENIOR / COMMUNITY CENTER

SITE PLAN REVIEW

PROJECT #	222	
ISSUE DATE	1/08/2	
#	Description	Date

TO THE FULLEST EXTENT PERMITTED BY LAW, THIS DOCUMENT, REGARDLESS OF FORM, SHALL REMAIN THE EXCLUSIVE PROPERTY OF WENZLAU ARCHITECTS. WENZLAU ARCHITECTS DOES NOT REPRESENT THAT THIS DOCUMENT IS COMPLETE, OR THAT IT IS ACCURATE, OR THAT IT IS CURRENT, OR THAT IT IS THE FINAL DESIGN. ANY USE OF THIS DOCUMENT FOR CONSTRUCTION, OR ANY OTHER PURPOSE, WITHOUT THE FULL AND UNASSISTED PARTICIPATION OF WENZLAU ARCHITECTS, IS PROHIBITED.



DEPARTMENT OF PUBLIC WORKS – ENGINEERING

MEMORANDUM

Date: May 15, 2025
To: Jennifer Sutton, Senior Planner, Planning & Community Development
From: Kenton Bruno, P.E., Development Engineer, Public Works
Subject: PLN52863 SPR Bainbridge Island Senior Community Center
PW-DE Conditions of Approval

Brief Project Description

The project proposes to demolish the existing community center and construct a new two-story building (~17,000sf of new plus replaced hard surface area) into the sloping site. The two-story structure will include a parking garage underneath with community spaces above. The project site is located at 370 Brien Dr SE and is fronted on the south by Brien Dr SE and to the north by Bjune Dr SE and bounded by Waterfront Park on all other sides.

Recommendation for Approval

Public Works – Development Engineering has completed a review of the above-referenced land use proposal project materials received by COBI and deemed complete on February 13th, 2025. Materials reviewed included preliminary utility reports and plans, traffic impact analysis, and aerial photos. The site plan review request is recommended for **APPROVAL** based on the following findings and subject to the recommended conditions.

Findings

1. The preliminary site plan prepared by Browne Wheeler Engineers, Inc. dated 01/08/2025, as conditioned, conforms to regulations concerning drainage in BIMC 15.19, 15.20, and 15.21.
2. The preliminary site plan will not cause an undue burden on the drainage basin or water quality and will not unreasonably interfere with the use and enjoyment of properties downstream.
3. The streets and pedestrian ways, as conditioned, are adequate to accommodate anticipated traffic.
4. The site will rely on COBI water and sewer services. A preliminary utility plan was provided for review. There is adequate capacity in the water and sewer system and the site currently has existing connections.

5. The preliminary site plan conforms to the City of Bainbridge Island Design and Construction Standards and Specifications (Standards) as conditioned, and any proposed deviation from the standards shall be requested by the applicant and approved by COBI Development Engineering prior to construction.
6. The preliminary site plan and the associated design, as conditioned, is in conformance with the applicable portions of the comprehensive plan pertaining to streets, roads, and utilities.
7. The Traffic Impact Analysis (TIA) prepared by Heath & Associates, Inc, dated 03/10/2025, has been reviewed and no deficiencies have been noted. The TIA demonstrates the street network serving the proposed project will remain within the allowable Level of Service (LOS) Standards as defined in the Island Wide Transportation Plan (IWTP) and that no project specific offsite mitigation as a result of reduced LOS is warranted. A Certificate of Concurrency dated 05/12/2025 has been completed for the project as proposed. Calculated additional PM peak hour trips for the project include 20 vehicular, 8 walking/biking & 1 transit. This results in 34 additional peak-hour person trips calculated per the COBI TIF Rate Study, Fehr & Peers 2023.

Recommended Conditions of Approval

1. No building permit, subdivision, short subdivision, or planned unit development shall be approved or granted until the owner of the affected property dedicates to the city the portion of land designated on the official street map or required by COBI Design and Construction Standards (Standards) as a street right-of-way (ROW). Adequate right of way exists along both the Bjune Dr SE and Brien Dr SE frontages and no additional ROW dedication is required.
2. Project is subject to evaluation for Transportation Impact Fees (BIMC 15.30) per the COBI fee schedule in effect at the time of construction permit issuance. A completed Transportation Impact Fee worksheet shall be due at the time of construction permit application and required fees (if any) shall be paid in full prior to construction permit issuance. The provided traffic impact analysis has calculated a 34 peak trip increase for the project as proposed. Using the current fee schedule, the preliminary Transportation Impact Fees for the project would be ~\$170,000.
3. The site is located within the COBI water and sewer service areas and is currently being served with both water and sanitary sewer from COBI. Any utility improvements shall conform with COBI Design and Construction Standards and Specifications (Standards) for design, permitting, construction and inspection.
4. The site is located within the COBI sewer service area and is currently being served. Changes in Drainage Fixture Units (DFU) and associated sanitary sewer connections and appurtenances shall be calculated, designed, reviewed, installed and inspected per COBI Design and Construction Standards and Specifications and any other Federal, State or Local regulatory standards during the building permit process. Inspection conditions for the associated building permit(s) will include a required TV inspection of the side sewer connection prior to reconnection/reactivation at the discretion of COBI engineering. Any additional fees shall be paid in full prior to construction permit issuance.
5. The site is located within the COBI water service area and is currently being served. Changes in water meter size, number and/or location shall comply with COBI Design and Construction Standards and Specifications unless otherwise approved by COBI Engineering during the building permit review/construction process. Any additional fees shall be paid in full prior to construction permit issuance.

6. Cross connection control (backflow prevention) requirements established by the Washington Administrative Code and implemented by COBI shall be satisfied during the building permit review/construction process for the replaced structure.
7. The final stormwater site plan design and supporting drainage report submitted with construction permitting documents shall demonstrate project compliance with all applicable minimum requirements (1-9) per BIMC 15.20. An off-site analysis to assess the potential impacts to the downstream stormwater conveyance system regarding issues with capacity, erosion, water quality threats, localized flooding, etc. is required consistent with BIMC 15.20.060(H).
8. Project is subject to Minimum Requirement #9 of the SWMMWW (Stormwater Manual), requiring an operation and maintenance (O&M) manual for proposed Runoff Treatment and Flow Control Best Management Practices (BMPs). A draft O&M manual shall be submitted prior to construction permit issuance and submittal of an approvable final O&M manual identifying the legally responsible party (or parties) for long-term operation and maintenance of the permanent Stormwater BMPs is required before approval of the "Stormwater Maintenance Inspection" and recording of the Declaration of Covenant, unless otherwise waived by Public Works Engineering.
9. COBI Public Works shall be included in the 30/60/90% architectural design reviews per the Memorandum of Understanding (para 6, dated 2 May 2024) in order to provide input on utility connections, building systems, finishes and other maintenance intensive items. The Public Works Director shall be the initial point of contact for all such reviews.
10. Final civil improvement plans, reports, and computations, prepared by a civil engineer registered in the State of Washington, shall be submitted with the application(s) for a construction permit (building, grading, ROW, etc.) to the City for review and approval to construct all necessary infrastructure and utilities serving the site. No certificate of occupancy will be issued for any building until all civil improvements have been completed and accepted through the final inspection process.
11. A right-of-way (ROW) construction permit shall be required prior to any construction activities within the right-of-way in addition to completing and obtaining other necessary construction permits. The ROW permit shall be subject to separate conditions, fees, and bonding requirements.
12. Applicant shall provide verified as-built, civil construction plans to include all utility connections, floor drainage plans, stormwater BMP's, and surface features (sidewalk, retaining walls, ramps, curb and gutter, etc.) along both ROW frontages (Bjune and Brien Drives) and in vicinity of project access points prior to issuance of any certificate of occupancy for the project unless otherwise specifically waived by COBI Engineering.



DEPARTMENT PUBLIC WORKS - ENGINEERING

CERTIFICATE OF CONCURRENCY

Pursuant to The City of Bainbridge Island Municipal Code 15.32.040.B, the City Engineer has determined that the capacity of transportation facilities affected by the proposed development is equal to or greater than the capacity required to maintain the level of service standard for the impact of the development.

Property Location or Description: **Bainbridge Island Senior/Community Center**
370 Brien Dr SE
Bainbridge Island, WA
Tax Parcel: 41140020070004
Permit Number: PLN52863 SPR

Development Type: **Site Plan Review**

Approved Uses: **Cultural Facility**

Approved Density: **~17,000sf Community Center**

Approved Intensity: **34 Additional PM Peak-Hour Person Trips (Calculated per COBI TIF Rate Study, Fehr & Peers 2023)**
224 Average Weekday Daily Trips (AWDT) at project completion

Basis For Concurrency: **Attached traffic study, prepared by Heath & Associates, dated March 2025**

Date Issued: **This certificate is effective on the issuance date of the above referenced permit number.**

Expiration Date: **This certificate expires on the earlier of: 1) The date of expiration of the above-mentioned permit numbers, 2) Closeout of the associated construction permit, or 3) Three years after the above effective (issuance) date of this certificate.**

A handwritten signature in black ink, appearing to read 'Kenton Bruno', is written over a horizontal line.

By: Kenton Bruno, P.E.

05/12/2025

Date

Attachments: ☐ 1: Concurrency Test; or
☒ 2: Traffic Analysis



MEMO

Date: May 7, 2025
To: Jennifer Sutton, Planner
From: Jackie Purviance, Fire Marshal
Re: Bainbridge Island Senior Community Ctr SPR-Major PLN52863

The submittal has been reviewed resulting in the following comments:

1. Any future development shall comply with all provisions of the adopted Fire Code.
2. Fire apparatus access for commercial projects shall be an unobstructed width of 20 feet and meet the adopted road standards of the City of Bainbridge Island. Access roads exceeding 150 feet in length are required to be provided with an approved turnaround. BIMC 20.04.080
3. Automatic fire sprinklers are required for the proposed new structure and parking garage designed and installed in accordance with NFPA 13. BIMC 20.04.100
4. A fire alarm system is required to monitor an automatic fire sprinkler system and designed based on the use of the structure.
5. A Type I hood with a suppression system is required in the kitchen.
6. Fire flow in the amount of 1,000 gallons per minute for 1-hour from a hydrant within 400 feet is required for development. BIMC 20.04.110
7. Installation of solar panels is required to be reviewed and approved under a separate permit.