

## RESOLUTION NO. 2023-02

A **RESOLUTION** of the City Council of Bainbridge Island, Washington, relating to relating to guidelines, standards and procedures for the acceptance, installation and care of donated public improvements, either as a result of a cash or physical property donation.

**WHEREAS**, the City of Bainbridge Island (“City”) recognizes the importance of establishing a policy and procedure for evaluating proposals for acceptance, installation and care of donated public improvements; and

**WHEREAS**, the City determined that it should document its practices regarding donated public improvements, including the review process; and

**WHEREAS**, the City is interested in accepting donations that add to the public’s enjoyment of municipally owned property; and

**WHEREAS**, the City desires to incorporated public art into its existing donation policy; and

**WHEREAS**, the City is committed to transparency regarding its donated items.

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

### **Section 1.** Purpose of this policy

The purpose of this policy is to establish guidelines, standards and procedures for the installation and care of donated public improvements, either as a result of a cash or physical property donation. These donations may include, but are not limited to, benches, bicycle racks, picnic tables, drinking fountains, public art, and other types of public space accessories. This policy does not apply to buildings, land, or naming rights. The City desires to encourage donations, while at the same time, manage aesthetic impacts and mitigate on-going maintenance costs.

The City strongly encourages donations that improve the public space ability to meet the varied recreational, social, wellness, and educational needs of users.

Guidelines established by this policy will apply to all donations made after the effective date of this policy. Donations made prior to the adoption of this policy shall be subject to applicable sections of this policy.

### **Section 2.** Standards for Donations

1. **Definitions of New Donations:** New donations are those made after the adoption date of this policy.
2. **Acquisition or Purchase:** The City and the community have an interest in ensuring that public space elements that are purchased and installed be of high quality related to style, appearance, durability and ease of maintenance. City staff will be responsible for coordinating purchases and installations of all public space elements unless mutual agreement for alternative coordination has been reached.
3. **Appearance and Aesthetics:** The City and the community have an interest in ensuring the best appearance and aesthetic quality of their public facilities. Public space elements should reflect the character of the space or facility. All public space elements will be installed in such a manner that will not substantially change the character of a facility or its intended use.
4. **Maintenance:** Donated public space elements will become City property once installed and/or permanently placed in the mutually agreed upon location. Accordingly, the City has the duty to provide only routine maintenance and repair of the donation for up to five years post signed donation policy agreement. Within the five-year period, the City is not obligated to replace the gift or public space improvement if it is stolen, vandalized, worn out, irreparably damaged, destroyed or expires.
5. **Repair:** The community has an interest in ensuring that all public space elements remain in good repair. In addition, the community has an interest in ensuring that the short and long-term repair costs are reasonable. Repair parts and materials must be readily available. Donated public space elements must be of high quality to ensure longevity, be resistant to the elements, wear and tear, and acts of vandalism.
6. **Cost:** The City has an interest in ensuring that the donor covers the full cost for the purchase, installation, and maintenance during the expected life cycle of donated public space elements. Sharing the cost of a proposed donation by the donor and the City may in exceptional circumstances be considered during the determination of whether the donation will be accepted. The City also has an interest in ensuring that on-going maintenance costs do not negatively impact the resources available for maintenance of other City facilities. Consequently, the City may assess, at the time of donation, a charge sufficient to cover anticipated on-going maintenance of donated public space elements during their anticipated life cycle. The City will also provide donors with an estimated cost of installation, and may assess, at the time of donation, a charge sufficient to cover the anticipated cost of installation, including any site preparation or permitting.

### **Section 3. Procedure for Making Donations**

The City's Public Works Department will manage all donations to be located on City property.

The donor must contact the Public Works Director to determine whether a donation will be accepted and the conditions of acceptance. If the donation is accepted, the donor will work with City staff to complete a Donation Agreement (Exhibit A).

Donations of benches, tables, bicycle racks, and similar amenities, which are not on the list of approved amenities (Exhibit B), will be reviewed by the Design Review Board prior to City Council acceptance of the donations. Donations of public artwork will be reviewed by the Public Art Committee prior to the Public Works Director's review and potential recommendation to the City Council for acceptance of the donations.

#### **Section 4. Criteria for Acceptance**

To accept donation of a public space element for a specific facility, the donation must 1) meet a true need of the facility, 2) not interfere with the intended current or future use of the facility and not require the relocation of other equipment or infrastructure to accommodate the donation. The City reserves the right to deem a space and/or facility fully developed and thus reject the donation.

In all cases, the City Council will have the prerogative of accepting or rejecting the proposal.

#### **Section 5. Guidelines**

These guidelines are intended to be general in nature and do not serve as formal acceptance criteria. All determinations will be based upon, but not limited to, the following guidelines:

1. Flowers, shrubs, bushes
  - a. Donated plants become the exclusive property and maintenance responsibility of the City.
  - b. Only those plantings that require a maintenance effort consistent with other plantings will be considered.
  - c. Site preparation, installation and site restoration will be the responsibility of the City but may be charged to the donor.
  - d. Only perennial flowering plants will be permitted and incorporated in existing beds.
  - e. The placement of plants will be based on the variety, color, mature height, size, etc. Compatibility with surrounding areas will be a strong consideration for planted materials and their location.
2. Trees
  - a. Donated trees become the exclusive property and maintenance responsibility of the City.
  - b. Site preparation, installation, and site restoration will be the responsibility of the City but may be charged to the donor.
  - c. Tree placement/location will be based upon variety of tree selected, mature

height, size etc. Compatibility with surrounding areas will be a strong consideration for trees and their location.

- d. Accordingly, the size and specie of tree or trees donated shall be limited to those determined by the City.

### 3. Signage

- a. Interpretive signs may be installed at sites that are appropriate for describing the history, geology, environment, and flora and fauna of a particular area. Interpretive signs shall be of a size that is in keeping with the character of the site. Interpretive signs shall be of a design that meets requirements for access by the disabled. Interpretive signs shall be designed in such a manner that is consistent with other interpretive signs on the site. Interpretive signs shall be constructed of materials that are of high quality, vandal resistant, and able to withstand harsh environmental conditions.
- b. Donation Acknowledgements/Memorial Plaques: Donation acknowledgments will be determined and approved by City staff.

### 4. Benches, Tables, Bicycle Racks, Drinking Fountains, and Other Amenities

- a. Donated benches become the exclusive property and maintenance responsibility of the City.
- b. Site preparation, installation, and site restoration will be the responsibility of the City but may be charged to the donor.
- c. The amenity must be similar to or complement other amenities in the area.

### 5. Public Art

- a. Donated public art becomes the exclusive property and maintenance responsibility of the City.
- b. Site preparation, installation, and site restoration will be the responsibility of the City but may be charged to the donor.
- c. Donated public art must be consistent with the Public Art Plan, as approved and updated from time to time.

### 5.6. Buildings, and Structures, and Public Art

- a. Donated buildings, and structures (including playgrounds) and public art are not considered as part of this policy.

## **Section 6. Conditions**

1. **Installation:** Installation of donated public space elements, including any donor acknowledgement, will be completed by City personnel, unless mutual agreement for other arrangements has been reached. The installation will be scheduled at a time and date as determined by Public Works Operations and Maintenance, so as not to unnecessarily interfere with routine maintenance activities.

2. **Removal and/or Relocation:** This section applies to both existing and new donations. The City reserves the right to remove and/or relocate donated public space elements and their associated signage, when they interfere with site safety, maintenance or construction activities.

**Section 7.** Severability. If any one or more sections, subsections, or sentences of this resolution are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this resolution and the same shall remain in full force and effect.

**Section 8.** This resolution shall take effect and be in force immediately upon its passage.

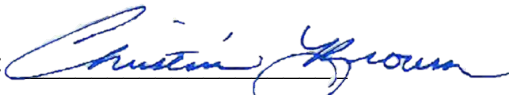
PASSED by the City Council this 23<sup>rd</sup> day of May 2023.

APPROVED by the Mayor this 23<sup>rd</sup> day of May 2023.



Brenda Fantroy-Johnson, Mayor

ATTEST/AUTHENTICATE:

By: 

Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK:	May 19, 2023
PASSED BY THE CITY COUNCIL:	May 23, 2023
RESOLUTION NO.	2023-02

**Exhibit A**

**Agreement Between  
The City of Bainbridge Island  
and [Donor's Name]  
for [donation]**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, is by and between the City of Bainbridge Island (the “City”), a municipal corporation, and [Donor’s Name] (the “Donor”), Donors’ Address.

WHEREAS the Donor and the City recognize the importance of public facilities and amenities;

WHEREAS the Donor has offered to donate (*specify item- planting, park amenity, artwork, etc.*).

NOW, THEREFORE, the City and the Donor, for the consideration and under the described conditions and obligations, hereinafter set forth and agree as follows:

Section 1. The donation, known as *name of item*, as described below, is donated in its entirety to the citizens of Bainbridge Island to be hereafter owned by the City of Bainbridge Island and managed on behalf of the citizens by the Department of Public Works.

Section 2. Description and Location: The item is (*describe*) to be located at (*location*).  
Space or Facility:  
Location:  
Additional information:

Section 3. The City reserves the right to move/remove and/or retire the donation following cessation of a five-year period. The five-year period shall commence upon the date entered into and indicated above.

Section 4. **Maintenance**  
The City shall be responsible for maintenance of the item, including any reasonable repairs, and will have the discretion to not replace and/or repair the donation, if it is deemed damaged beyond reasonable repair and/or replacement, suffers repeated vandalism, and/or expires prior to cessation of the five year period. Maintenance or replacement of the item will be at the City’s sole discretion.

Section 5. **Term**

The initial term of this agreement shall be five years. Following cessation of the five-year period, the City may treat the donation as it would any other City property similar in nature.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officials:

IN WITNESS whereof the parties have executed this Agreement on the date set forth above.

\_\_\_\_\_  
By:  
City of Bainbridge Island  
Address:  
280 North Madison Avenue  
Bainbridge Island, WA 98110

\_\_\_\_\_  
By:  
Donor  
Address:  
\_\_\_\_\_  
\_\_\_\_\_

Exhibit B

Approved Public Space Amenities – EXAMPLES ONLY

Benches



Streetscapes, Inc.  
Mollymook Streetscape Bench  
Hardwood Kwila Timber Laser  
Cut Backrest  
Mild Steel Frame  
Wood Finish - Natural  
Frame Finish - Powder Coated



Streetscapes, Inc.  
Paper Boat Cast Stone Bench  
Designed in the spirit of "design for all"  
including people with disabilities.  
Construction - Cast Stone



Streetscapes, Inc.  
Sydney Bench Designer  
- David Shaw  
Boulevard UpCycled Urban Hardwood  
Cast Aluminum Frame and Armrests  
Finish - Powder Coated

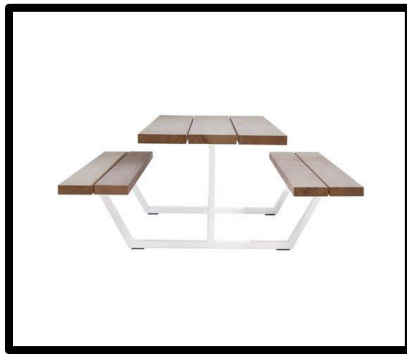


Streetscapes, Inc.  
Cityscape Bench  
Designed by Arne Quinze  
Waterproof and Graffiti Protection  
Dimensions - 153.54?W x 19.69?D X 12.21?H  
Material - Cast Stone

## Tables



Architonic.com  
Urbanis modular system  
Manufacturer **Westeifel Werke**  
Designer **Team Westeifel Werke**  
Architonic id **1235439**



Architonic.com  
cassecroute table  
Manufacturer **CASSECROUTE**  
Designer **Wim Segers, Ronald Mattele**  
Launched in **2008**  
Architonic id **1136675**

## Bicycle Racks



Streetscapes, Inc.  
Melting Cone Bicycle Rack  
Parking Capacity - Two Bicycles  
Finish - Powder Coated



Streetscapes, Inc.  
Coffee Mug Bicycle Rack  
Parking Capacity - Two  
Bicycles Finish - Power Coated



Streetscapes, Inc.  
Paper Clip Bicycle Rack  
Mild Steel Tubular Construction  
Finish - Powder Coated

## Bus Shelters



Streetscapes, Inc.  
Boulevard Transit Shelter  
Cantilevered Barrel Vault Roof  
Roof Panels - 24 Gauge Metal  
Roof  
Columns - Tubular Square Steel Cantilevered  
Finish - Primed with ECoat and Power Coated



Streetscapes, Inc.  
Old Town Transit Shelter  
Barrel Vault Roof  
Roof Panels - Metal 24 ga. Mega-Rib  
Roof Panel Ribs Located on 7.2"  
Centers Columns - Square  
Wind Screen Located on Shelter Sides and Back  
Wind Screens Construction - Lexan  
Frame and Column Finish - Primed and Powder Coated  
Dimensions - 30'-0"W X 10'-0"D

## Waste Receptacles



Big Belly Solar Trash Container

[www.Bigbellysolar.com](http://www.Bigbellysolar.com)

85 Wells Avenue, Suite 305

Newton, MA 02459

Ph: 888-820-0300

[info@bigbellysolar.com](mailto:info@bigbellysolar.com)