

AGENDA

Bainbridge Island Metropolitan Park & Recreation District Regular Board Meeting 6:00 pm Thursday – December 16, 2021

Zoom Virtual Meeting

<https://zoom.us/>

1 253 215 8782

Meeting ID: 892 8701 4622

Passcode: 330855

10. CALL TO ORDER

- 10.1** Roll Call
- 10.2** Adjustments to the Agenda
- 10.3** Conflict of Interest Disclosure
- 10.4** Mission Statement

20. PUBLIC COMMENTS (Oral Communications from Audience)

- 20.1** Public comments on topics not itemized elsewhere on the agenda. Please sign-in on the chat to speak and state your full name at the beginning of your comment.
Action: Information only.
- 20.2** Public comments on agenda topics. Please sign-in on the chat to speak and state your full name at the beginning of your comment.
Action: Information only.

30. BOARD CONSENT

- 30.1** Minutes: Regular Board Meeting of December 2, 2021
- 30.2** Financial: Approval of vouchers and payroll.

40. UNFINISHED BUSINESS – none

50. GENERAL BUSINESS

- 50.1** Oath of Office Bugas (5 min)
Action: Administer Oath of Office to Commissioner Kinney and Commissioner DeWitt.
- 50.2** PNB Presentation Regarding Sail Floats Barrett (30 min)
Action: Information only.
- 50.3** Fort Ward Community Hall Update Hamlin (10 min)
Action: Information only.
- 50.4** Resolution 2021-16:
2021 Capital Improvement Fund Amended Budget Hamlin (15 min)
Action: Motion to approve.
- 50.5** Hybrid In-Person/Virtual Board Meetings Benishek (15 min)
Action: Information only.
- 50.6** Implementation Update Regarding COVID-19 for Employee/Volunteer/Contracted Instructor Lande (15 min)
Action: Information only.
- 50.7** Resolution 2021-17:
Honoring Commissioner Glosser Janow (10 min)

Action: Motion to approve.

60. DIRECTOR'S REPORT

60.1 Director's Report

60.2 Upcoming Meetings/Work Sessions/Events

1/6/22	Regular Board Meeting	6 pm
1/20/22	Regular Board Meeting	6 pm
2/3/22	Regular Board Meeting	6 pm
2/17/22	Regular Board Meeting	6 pm
3/3/22	Regular Board Meeting	6 pm

70. BOARD MEMBER ITEMS

70.1 Remarks from Board Members

70.2 Board Member Committee Reports

80. WRITTEN COMMUNICATIONS

90. ADJOURNMENT

100. ADJOURN TO EXECUTIVE SESSION IF NEEDED

110. EXECUTIVE SESSION – Personnel, per RCW 42.30.110(1)(g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public.

120. RECONVENE TO REGULAR SESSION – Possible motion regarding Executive Director's 2022 Compensation.

130. ADJOURNMENT

Board Committees

Governance
Capital Facilities
Program
Budget & Finance
Personnel
Ad Hoc Cmtte: Forest Management
Ad Hoc Cmtte: Sakai Site Planning

2021 Board Representatives

Janow/Kinney
DeWitt/Kinney
Janow
DeWitt/Janow
Janow/Swolgaard
Kinney/DeWitt
DeWitt/Swolgaard

Board Liaisons**Park District Committees:**

Parkland Advisory Committee
Trails Advisory Committee
Dog Advisory Committee

Swolgaard/Janow
Swolgaard/Glosser
Kinney

Community/Public Agencies:

Bainbridge Island Parks Foundation
Intergovernmental Work Group (IGWG)
Bainbridge Island School District

DeWitt/Glosser
Janow/Kinney
Kinney

Mission Statement

The mission of the Bainbridge Island Metropolitan Park & Recreation District is to build a healthy community through effective, sustainable stewardship of the District's parks and open space, and through the development and delivery of innovative cultural and recreation opportunities.

**BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT
REGULAR BOARD MEETING DECEMBER 2, 2021
ZOOM VIRTUAL MEETING**

CALL TO ORDER: A quorum being present, the meeting was called to order at 5:32 pm by Chair Janow.

BOARD MEMBERS PRESENT: Ken DeWitt, Asaph Glosser, Dawn Janow, Jay Kinney, Tom Swolgaard.

MEETING ADJOURNED TO EXECUTIVE SESSION at 5:32 pm for discussion of personnel with announced time to reconvene at 6:00 pm.

MEETING RECONVENED at 6:00 pm.

ADJUSTMENTS TO AGENDA: Move item 50.3 regarding In-Person Board Meetings directly before item 50.1.

MISSION STATEMENT: Commissioner Janow read the Park District's mission statement: The mission of the Bainbridge Island Metropolitan Park & Recreation District is to build a healthy community through effective, sustainable stewardship of the District's parks and open space, and through the development and delivery of innovative cultural and recreation opportunities.

PUBLIC COMMENTS ON NON-AGENDA ITEMS

Kyle Harris, the new Bainbridge Island Swim Club Head Coach, introduced himself to the board. He moved here from Boston and said everyone has been very welcoming.

BOARD CONSENT

APPROVAL OF MINUTES:

Upon hearing there were no corrections to the minutes of the November 18, 2021 regular board meeting, Chair Janow stated the minutes stand approved as submitted.

APPROVAL OF PAYMENTS: MSC: DeWitt/Swolgaard: I have reviewed the following vouchers, warrants and electronic payments and move that they be approved for payment.

Batch Date	Fund Number & Name	Warrant Numbers	Total Batch Amt	Pre-Approved
11/12/21	001 General Fund	22052-22053	693.54	11/12/21
11/18/21	001 General Fund 300 Capital Improvement Fund 310 Land Acquisition Fund	22054-22104	117,307.12	11/18/21
	001 General Fund (Nov. Payroll)	EFT & 2889-2901	488,371.14	

GENERAL BUSINESS

IN-PERSON BOARD MEETINGS: Recreation Division Director Mark Benishek said at the last board meeting there were several questions from board members regarding conducting hybrid in-person and Zoom board meetings. Staff reached out to Municipal Research and Services Center for answers to those questions which were emailed to the board earlier today. Commissioner DeWitt said that for the in-person board meeting component everyone will have to wear a mask and there must be a way to record everyone. Mark Benishek said the main room for board meetings will be the large exercise room on the second floor of the Bainbridge Island Recreation Center. If a large crowd is anticipated the meeting can be held in the gymnasium at BIRC. There is a list of equipment that will need to be purchased with a total cost of \$10,000-\$15,000. There will also need to be a dedicated staff person to facilitate hybrid board meetings. Commissioner Janow asked if the cost would be a one-time investment and if the only ongoing cost would be for an employee to facilitate the meeting. Mark

Benishek said typically most information technology equipment at the Park District is on a 3–4-year replacement schedule. Commissioner Janow asked what the capacity is for the large exercise room at BIRC. Commissioner Swolgaard said that because the room only has one door that the capacity limit could not be more than 50 people. Commissioner Janow asked if anyone has thought about doing a signup sheet for the public to attend board meetings in person so that the room capacity is not exceeded. Mark Benishek said some options are that staff can publicize the limited capacity or set up an overflow room in the facility. Commissioner DeWitt said he is concerned about having people signup to attend a public meeting when they have the right to show up. Mark Benishek asked that the board put off a decision on the date of the first hybrid board meeting until the equipment is purchased, received, and tested. Commissioner Janow directed staff to move forward with procurement and to keep the board informed. Commissioner Glosser encouraged staff to think about potential enhancements to how the Zoom platform is used, such as using the webinar format once the board meetings move to a hybrid structure.

PRESENTATION FROM BAINBRIDGE PREPARES: Commissioner Janow introduced Bainbridge Prepares founder and Board Chair Scott James, who was invited to talk about the ways that Bainbridge Prepares interfaces with the Park District. Scott James said the Park District began working with Bainbridge Prepares in 2017. The Park District works with Bainbridge Prepares on three fronts including teams, disaster hubs, and the Map Your Neighborhood program. Unlike other disaster preparedness proponents, Bainbridge Prepares uses love rather than fear to motivate citizens. Park District staff has been actively involved with one of the most complicated teams, the Child Safety & Family Reunification team, which works to reunite families after a disaster. Disaster hubs are a system of community centers that are within walking distance to all residents, and several of the disaster hubs on the island are Park District facilities. Disaster hubs only work if they are surrounded by strong neighborhoods. The Map Your Neighborhood program creates lists of supplies and skill sets possessed by people in neighborhoods to help quickly sort out the situation post-disaster and lessen the burden on emergency personnel. Disaster hub volunteers will only show up to a hub after their neighborhood is set as that is their first responsibility. Commissioner Glosser said that the Park District probably delivers more training and classes than any other entity on the island so there are potential intersections to augment existing training options. Commissioner Janow said that the Park District stewards a large amount of forested land and noted that Bainbridge Prepares will be a key organization if there is a forest fire on the island.

RESOLUTION 2021-08: TWO VERSIONS OF COVID-19 VACCINATION POLICY FOR EMPLOYEES: Executive Director Terry Lande asked Park District Attorney Hayes Gori to speak about the two options before the board regarding mandatory COVID-19 vaccination and testing options for employees and volunteers. The difference between option A and option B is that in option B, in lieu of a COVID-19 vaccination and without an exemption, employees and volunteers may undergo testing for COVID-19 once a week. In option A if an employee or volunteer has an approved exemption the Park District will bear the burden of the testing costs. In option B that is the same, however those who do not have an exemption will have to bear the burden of the testing costs themselves. Commissioner DeWitt asked how much of an administrative burden each of the options will put on the Park District. Terry Lande said there would be a larger administrative burden from option B. The administrative details still need to be worked out as they are not part of the resolution. Commissioner DeWitt said one of the reasons he asks is because staff is working at very near 100% capacity right now and additional staff may be needed to administer the program. Commissioner Janow said she likes the idea of providing in-house COVID-19 testing if the board chooses to move forward. She understands that anyone being hired moving forward would have to be vaccinated for COVID-19 or have an exemption and could not simply elect to opt for testing.

Commissioner Glosser summarized that the cost of testing will be dependent on if the employee has been granted an exemption, in which case the Park District will pay for testing. In option B, if someone declines to get vaccinated without having an exemption, they will be responsible for the cost of testing. Hayes Gori drilled down further to say that in option A

either a person is vaccinated or exempt and therefore the Park District will bear all costs for testing. In option B there is the choice to not be vaccinated and if a person declines to be vaccinated with having an exemption, then that person is responsible for the cost of testing. Commissioner Swolgaard asked if medical insurance would cover COVID-19 testing. Commissioner Glosser said his understanding is that there are free testing options available.

Commissioner Kinney said that the point of adopting a policy is to protect staff. There is value in protecting staff as much as possible if there is something that can be done to protect them. That said, people are generally bad at assessing risks. For example, people feel like they would be safer driving across the country than getting in an airplane even though an airplane is much safer. He knows staff tried to find a health expert to talk about the difference in how easily vaccinated versus unvaccinated people spread COVID-19. While he thinks he knows the answer, there is also selective bias in which people find evidence that they agree with versus anything that is contrary. He believes that people who are unvaccinated are 8-10 times more likely to spread COVID-19 than people who are vaccinated but he is not a doctor, so he does not know that for sure. It would be nice to hear from a professional before there is a vote. If the vote is put off, he thinks unvaccinated employees should have to start getting tested on Monday. Commissioner Glosser said that he thinks implementing one of the options tonight is an imperative and if he were to choose his strong preference would be for option A. Commissioner DeWitt and Commissioner Swolgaard said their preference is for option B. Commissioner Swolgaard said staff should be given the option to be tested weekly for COVID-19 in lieu of being vaccinated. Commissioner Glosser said the counter point to that is that while option B gives staff who choose not to be vaccinated an option, it reduces the options that their colleagues have. It is easy for the focus to be on those who choose not to be vaccinated but from his perspective it is also important to take into consideration the staff that have chosen to be vaccinated and their work environment. Testing is better than nothing, but a lot of things can happen from week to week. Commissioner DeWitt said his issue is that if a person is not willing to be vaccinated for COVID-19 then they need to bear the cost of testing if they do not have an exemption. From what he has read, people who are not vaccinated are at a much higher risk of severe hospitalization and longer recovery times. If they choose to not get vaccinated, then they must take the responsibility to do the testing on their own to help protect everyone else. Commissioner Glosser said that in option A that is a moot point and that it increases the protections for vaccinated and exempt individuals. Commissioner Janow noted that face coverings are always required for those who are unvaccinated. She agrees that the board needs to make a decision tonight.

Commissioner Kinney said regarding risk assessment one reason he would like to hear from a health expert is that there are all sorts of places that a person is potentially exposed to COVID-19. If option A was passed, he does not know how much the risk of getting COVID-19 would be reduced for the people who are already vaccinated. Terry Lande said that staff invited a representative from Kitsap Public Health District to be at this meeting and their administrator declined and said that everything they would say is on their website and that the more important thing was to have the Park District's attorney at the meeting. Then staff contacted the Washington State Department of Health which also declined to send a representative. Commissioner Glosser said KPHD has made comments that pretty unambiguously support vaccine requirements. Hayes Gori said the thrust of the emergency temporary standard issued by the Occupational Health & Safety Administration is to protect workers from COVID-19 and their documents have got a fair amount of medical information referenced to support their rationale. Commissioner Glosser said while there is a clear imperative to protect staff, as someone who has a child who is in an indoor setting with Park District employees on a weekly basis, there are multiple situations to which this is relevant. Terry Lande said staff has had patrons ask about which staff members are vaccinated because they are not comfortable registering their kids in programs with unvaccinated instructors.

The following motion was made by Commissioner Glosser and seconded by Commissioner Kinney: *Move to adopt Resolution 2021-08 option A requiring a vaccine mandate for Park District staff and volunteers.* The motion failed to pass a vote by the board. Commissioner Kinney said if the board is going to pass option B, he would like it to go into effect as soon as possible.

Terry Lande said one of the reasons for the deadlines in the resolution presented is to give people who have not yet, a chance to complete the vaccination process if they would rather not get tested weekly. Commissioner Kinney said in the meantime they can get tested and protect everybody else as they have had plenty of opportunity to get vaccinated and have not. Commissioner Swolgaard said that is a good point and Commissioner Janow said she liked the idea. Hayes Gori said that the resolution can be adjusted for testing to start immediately. Commissioner Glosser proposed that the deadline for staff to be vaccinated or start being tested be moved to December 20 so that if implementation becomes problematic it can be talked about at the December 16 board meeting. **MSC: DeWitt/Swolgaard: Move to approve Resolution 2021-08 option B with the following amendments: change the date in section one, line three, from January 31, 2022, to December 20, 2021; change the date in section one, line six, from February 1, 2022, to December 21, 2021; change the date in section four, paragraph C, line six, from January 14, 2022 to December 13, 2021; change the date in section four, paragraph C, line 11, from January 14, 2022 to December 13, 2021.**

MEETING ADJOURNED to a five-minute recess at 7:46 pm with announced time to reconvene at 7:51 pm. **MEETING RECONVENED** at 7:52 pm.

DIRECTOR'S REPORT

Administrative Division: Administrative Division Director Amy Swenson said the Park District holiday party is tomorrow night. Vicky Spray was promoted to Accounting Coordinator and staff will be looking to hire a new office assistant.

Recreation Division: Recreation Division Director Mark Benishek said staff has finished the majority of the set up for the Holiday at Fay event. Bainbridge Island Swim Club is entering the championship portion of their season with back-to-back swim meets. Bainbridge Aquatic Masters has hit a new record of 170 team members. Active Adult Program Manager Sue Barrington submitted for a 2022 Washington Recreation & Park Association grant. Most fall recreation programming will be wrapping up in the next two and a half weeks. Bainbridge Island Recreation Center now has 1173 members. There are over 50 volunteer coaches for the winter basketball league. Mountain bike programming is going well although there were some recent cancellations due to high wind. Youth & Teen Program Manager Shannon Buxton is gearing up for winter break classes and camps. Gymnastics private lessons are very popular right now. The girls' and boys' competitive gymnastics teams will start their competition seasons soon.

Park Services Division: Park Services Division Director Dan Hamlin said regarding the Battle Point Park pond dam repair that the outlet has been secured. The mountain bike trail committee is working on a revised request for qualifications. Skate park committee members will be selected next week. Work is being done at Bainbridge Island Recreation Center to remodel an office for Executive Director Terry Lande. The old Ray Williamson pool lobby is being prepared to become the gymnastics office. There will be a Trails Advisory Committee meeting on December 13 and a Dog Advisory Committee meeting on December 14. Senior Planner Perry Barrett said that he was introduced to Mark Hoffman, the new City of Bainbridge Island Planning Director, and he thinks that the Park District will have a good working relationship with him.

Executive Director Terry Lande said that at the December 16 board meeting Commissioner Kinney and Commissioner DeWitt will take the oath of office for their next terms. Both commissioners were reelected during the November general election and need to be sworn in before January so that there is a quorum to conduct the January 6 meeting.

BOARD MEMBER ITEMS:

- Commissioner Swolgaard said that it was mentioned that Commissioner Kinney and Commissioner DeWitt need to be sworn in at the next board meeting and asked when Tom Goodlin will be sworn in. Commissioner Janow said Tom Goodlin will take the oath of office at the January 6 board meeting.
- Commissioner Kinney said that he won his election.

- Commissioner Glosser said he participated in the Walks with Commissioners program in November, and he enjoyed it.
- Commissioner Glosser gave kudos to Youth & Teen Program Manager Shannon Buxton who went above and beyond when filling in for a pottery instructor recently.
- Commissioner Glosser said regarding the mountain bike trails, his sense based on prior comments was that the original bids received for that project were out of line with what the committee was looking for. In the interest of completing the project expeditiously, his hope is that as much clarity as possible is being provided in the second request for bids.
- Commissioner Glosser said that there was a huge infrastructure bill passed and he is curious if anyone at the Park District has thought about the extent of potential implications for the Park District.
- Commissioner Glosser thanked staff for their work on the two options for Resolution 2021-08 and he reiterated the board's acknowledgement of the amount of work staff will need to do to implement it. He does not want it to be forgotten that the other half of the equation is addressing a COVID-19 policy for patrons. As staff are surrounded by patrons and vice versa addressing one policy without the other seems unwise.
- Commissioner Janow said the board will miss Commissioner Glosser and thanked him for the perspective he brings to the board and their discussions.
- Commissioner Janow gave Youth & Teen Program Manager Shannon Buxton kudos for being part of an incredible staff. While working together to set up the Holiday at Fay event, Shannon Buxton shared a story about how Park Maintenance Coordinator Sean Smith-Sell used to participate in her summer camps as a youth. She even wrote him a letter of recommendation when he applied for work with the Park District. Commissioner Janow said it was heartwarming to hear about and is a beautiful testament to the community and what the Park District fosters.
- Commissioner Janow said she is volunteering for Holiday at Fay and encouraged other commissioners to volunteer as well.
- Commissioner Janow will not be able to attend the staff holiday party on Friday but will be there in spirit.
- Commissioner Janow said that two people have left the City of Bainbridge Island's Planning Commission and COBI will probably be looking for new committee members.
- Commissioner Janow said that as she watches what is going on politically and as the only woman on the board, while she might not agree with not getting the COVID-19 vaccine, being mandated to do something with your body is very personal and hard for her. These discussions and challenges being faced as a community and a nation are personal, hard, and scary. She encouraged everyone to be kind to each other and accepting moving forward.

MEETING ADJOURNED at 8:20 pm.

Helen M. Stone
Terry M. Lande
BAINBRIDGE ISLAND METROPOLITAN
PARK & RECREATION DISTRICT

BY: _____
Dawn Janow

BY: _____
Jay C. Kinney

BY: _____
Kenneth R. DeWitt

BY: _____
John Thomas Swolgaard

ATTEST: _____
Asaph Glosser

DRAFT



TO: Terry Lande, Executive Director and Park Commissioners

From: T. Perry Barrett, Sr. Planner

Date: December 9, 2021

RE: Eagle Harbor Sail Float Replacement

Our upcoming Park Board meeting on December 16, 2021, will provide an update on the two alternatives for the replacement of the existing Eagle Harbor Sail Float. This float has long been in service to the Park District as part of agency's sailing instruction program. We are initiating now needed replacement of this overwater structure before weather and marine exposure deteriorate its use to the point of disrupting programming.

Two alternatives are being presented before Commissioners Thursday evening led by our project consultant PND. Overwater float replacement is one alternative; a dock addition at the City's Dock adjacent to Waterfront Park is the second alternative. We look forward to your questions and guidance.

As a project reminder, timing for a final bid for construction of either preferred choice will depend on securing several permits- local, State, and federal. Additionally, in the case of one alternative, the agency will need to secure a lease from DNR. Agencies' review and approval processes will be similar to those with Hidden Cove and Blakely Harbor's overwater bridge. Additionally, funding sources have been identified in addition to our CIP local fund source for future year construction. These other agency funding sources will depend on the outcome of future competitive-based RCO funding cycles.



Sail Float Replacement Concept Trade-off Study

December 8, 2021



SUBMITTED BY: PND ENGINEERS, INC.



ENGINEERS, INC.

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APPENDICES

Appendix A- Drawings
Appendix B- Cost Estimates

1. SCOPE OF WORK

The Bainbridge Island Metro Park and Recreation District (BIMPRD) engaged PND Engineers Inc. (PND) to provide conceptual plans for replacement of the sail float in Eagle Harbor. Two alternatives have been assessed for feasibility of construction and for cost: 1) A new free-floating anchored float, and 2) An extension of the City Dock. This report presents the findings comparing otherwise equivalent new floats in the two locations to assess cost and performance differences.

2. BACKGROUND

BIMPRD has used the existing sail float in Eagle Harbor to support its sailing classes, adult recreational uses, and the Bainbridge High School sailing team for many decades. The exact age of the float is unknown as it is composed of other floats that were acquired used and assembled into the current configuration.

The center core of the existing float is a series of connected concrete pontoons approximately 10'x26' with a freeboard of 14" to 16". Two storage sheds and a covered meeting area are built atop these concrete pontoons. The pontoons are surrounded by timber floats with foam floatation with freeboard of 4" to 7" to create a continuous float of 61'x24', as shown in Figure 1.



Figure 1. Sail Float

The wooden portions of the float are failing, regularly losing foam floatation and rotting to the point of near total separation from the concrete pontoon core. BIMPRD has concluded that replacement is necessary.

The planned sailboat fleet to be staged on the float is more than current, necessitating an increase in size of the new sail float. Eight Zim Club FJ's (13.3' long) and eight Zim Club 420's (13.9' long) will need to be accommodated. Larger boats with fixed keels measuring 22' to 24' in length are also planned for addition to the fleet, but additional space is not required on the main sail float at this time.

3. ALTERNATIVES

Each of the two alternatives, the free-floating Alternate 1 and the City Dock extension Alternate 2, were taken to conceptual, or roughly 30%, design. Both alternatives were found to be constructible and feasible, and no fatal flaws were discovered that would prevent development of either alternative. Concept drawings are provided in Appendix A.

The following items are included for **both alternatives**, as they are constant between the two new float alternatives:

- New aluminum-framed 80'x30' sail float with polytub floatation
- Fiberglass grated decking throughout
- Storage building and covered meeting area identical in dimension to existing, with translucent roofing
- Rubber nosing around perimeter top corner to protect float and boats being hoisted out
- Boat dollies with winches to ensure easy removal and storage elevated above grated decking
- Cleats for mooring existing BIMPRD auxiliary floats and motorized launch tie-up
- Cabinet for fuel storage
- Dry chemical fire extinguishers

The following items are included for **Alternate 1**, the anchored float, only, as they do not apply to Alternative 2:

- Helical ground anchor, chain, and associated hardware
- Solar DC electrical system with battery for LED lights in storage building and USB charging

The following items are included for **Alternate 2**, the City Dock extension, only, as they do not apply to Alternative 1:

- New aluminum-framed 8'x70' approach float with polytub floatation
- Access control gate at end of approach float
- Four steel piles to hold floats in place
- AC tie-in to City Dock electrical supply for storage lights and charging outlets
- Water system tie-in to City Dock for potable water supply and hose bibbs

4. COMPONENTS AND DESIGN CRITERIA

The following sections outline the operating requirements and design criteria for the various components, which will guide the design and specification of materials after a preferred alternative is selected.

SAIL FLOAT

The new sail float has been sized at 80'x30' to accommodate the additional sailboats planned by BIMPRD and other users. This size represents a 64% increase in float area over the existing float, and includes wider aisles alongside the building on both sides that can stage boats where there is currently no space. Low freeboard of 6"-8" around the perimeter has been included to facilitate launching and removal of boats from the water. Cleats are also included for mooring launches and larger vessels.

The new float will be constructed of aluminum tube primary framing with aluminum angle deck supports and connectors, with HDPE polytub floatation. Both HDPE, which is the only material in

contact with the water, and aluminum are highly resistant to saltwater corrosion, leading to reliable long-term performance of at least 30 years.

As the primary structure, the float will be designed to resist all environmental and added loads. Recommended design criteria are:

- Environmental Criteria
 - Wind – 110 mph, 2-minute sustained average
 - Waves – 2.1 ft significant wave height, 2.5 sec period
 - Current – 1.5 knots
- Structural Criteria
 - Dead load – self weight including all structures and appurtenances
 - Live load – uniform 20 psf with concentrated load of 400 lb at critical locations to verify freeboard, 50 psf beneath building structure
 - Impact load – 2,500 lb vessel moving at 1 knot striking at 10 degree angle to float
- Load combinations
 - 1. Dead + Uniform Live
 - 2. Dead + Point Live
 - 3. Dead + Wind
 - 4. Dead + 0.75 Wind + Wave + Current
 - 5. Dead + Impact



Figure 2. Open area of floats on City Dock, similar to boat staging area proposed

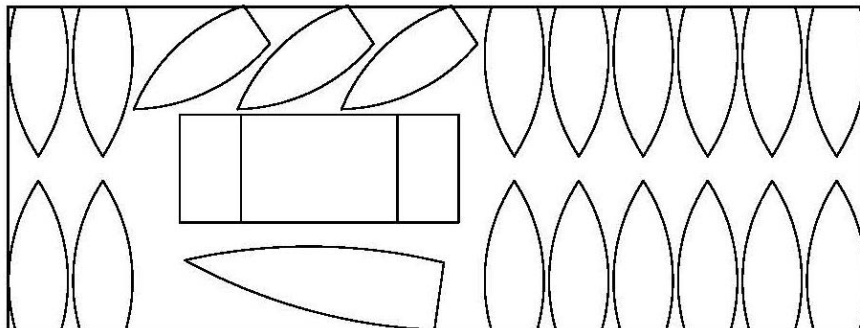


Figure 3. Sample layout of mostly 14 ft boats on 80 ft x 30 ft float

APPROACH FLOAT

The approach float will be 8'x70' and connect the Alternate 2 sail float with the existing City Dock. It will be composed of the same construction materials as the sail float and be subject to the same design criteria. Its freeboard will be required to vary from 18" at the City Dock to 6" at the sail float. An ADA accessible slope would be incorporated into the structural framing of the float itself.

Hinges will be provided at the sail float connection and midpoint to provide flexibility while maintaining transfer of loads and continuous freeboard. A transition plate will be provided where the approach float meets the City Dock. The approach float and City Dock will not be physically connected to allow for differential movements.

The Drawings in Appendix A indicate a proposed location for the transition between the approach float and the existing City Dock. This location was selected because there will be minimal impacts on the City's other float uses, and there are no conflicting piles or critical hardware. One cleat will have to be removed to accommodate the transition plate. A fire standpipe is adjacent to the transition location, allowing for fire service to the sail float without any additional fire water infrastructure.

The 70' length was chosen as a minimum length to place the sail float in an area where it is mostly clear of traffic around the City Dock's concession float. The 8' width was chosen to allow for a 6' clear walkway while also providing space for mooring on one side. Both of these dimensions may be modified as design progresses.

GRATED DECKING

It is very unlikely that any form of solid decking or decking covered with a solid mat, as is currently the case, will be allowed in the permit requirements for the new float. It is therefore recommended to include grated decking in the concept design to allow light penetration to the water surface below the float.

Grating will be 60% light penetrating and will be rated for the required live loads. Grating will be made of fiberglass to provide for a lightweight, durable material that will last for the design life in the marine environment. A grit surface will be provided for grip when wet, but finer than is currently on City Dock, which has been noted by BIMPRD to be too rough on the hands when disembarking boats. Color will be gray to provide the least visual impact from the surrounding areas, and in the case of Alternate 2 will be selected to match the grating on the City Dock.



Figure 4. Grating at City Dock, location shown is where approach float would start

STORAGE BUILDING AND COVERED MEETING AREA

For this study a new storage and meeting structure has been conceptualized that exactly reproduces the current structure with some updated amenities. The current size and utility of the storage areas on the existing float is adequate: one area is approximately 8'x10' and is used to store sails, rudders, life jackets, and other equipment that is accessible to all users; the other area is approximately 6'x10' and is used by leaders and instructors to store miscellaneous equipment and supplies, including fuel; between the two secure storage areas is a 10'x12' covered meeting area.

The new structure will be supplied with a translucent corrugated roof to allow natural light to enter the storage spaces. Grated decking will extend into the meeting and storage areas to allow this light to reach the water. Electrical and water systems are considered optional at this conceptual stage, and they are detailed separately below. If included, they will be integrated into the structure. Space in the 6'x10' storage area will be reserved for a secure flammable storage cabinet. Each storage area will have a wall-mounted fire extinguisher, and an additional secure break-glass fire extinguisher cabinet will be mounted on an exterior wall. Construction will include the scope of building the walls and roof and connecting the structure to the float, while all racks, furniture, and appurtenances will be supplied by BIMPRD to their specifications after construction.



Figure 5. Existing storage and meeting structure

RUBBER NOSING

The upper corner of the float around the perimeter will be provided with a rounded rubber nosing to protect both the float and sailboats during loading and unloading. A sample nosing is shown in Figure 6 below.



Figure 6. Rubber corner nosing

SAILBOAT DOLLIES

Sailboat dollies are recommended to provide a safe and secure storage mechanism for the sailboats. With the rougher grated decking on the new float, it is not recommended to store the boats in the current manner partially in contact with the deck. They should be elevated to protect both the boats and the decking, and dollies are an inexpensive and effective solution to raise the boats off of the deck during launching and removal from the water. Positioned properly, dollies can be used to locate the boats on the edge of the float with sterns hanging over the water, preserving additional deck space. Dollies can be equipped with bow winches as well. See Figure 7 and Figure 8 below.



Figure 7. Sailboats on dollies on float with sterns over water



Figure 8. Sailboat dollies with bow winches

HELICAL ANCHOR

Alternate 1 is designed to have an anchor chain to hold it in place with some movement allowed, very similar to the existing sail float. The chain will connect to an engineered strong point on the float. A swivel at the float connection will allow for rotation without binding. The chain will terminate at a steel helical anchor, which is installed by rotating into the seabed with an underwater pneumatic wrench. The anchor is topped with two welded disc plates where a shackle can be attached and freely rotate. In addition to the deeper helical anchor, a steel shear vane will be installed to bear under lateral loading and prevent the helical anchor shaft from bending.

This system will be installed by a dive contractor. Similar anchors were used for the City's new Dave Ullin Open Water Marina in Eagle Harbor, installed in 2019.

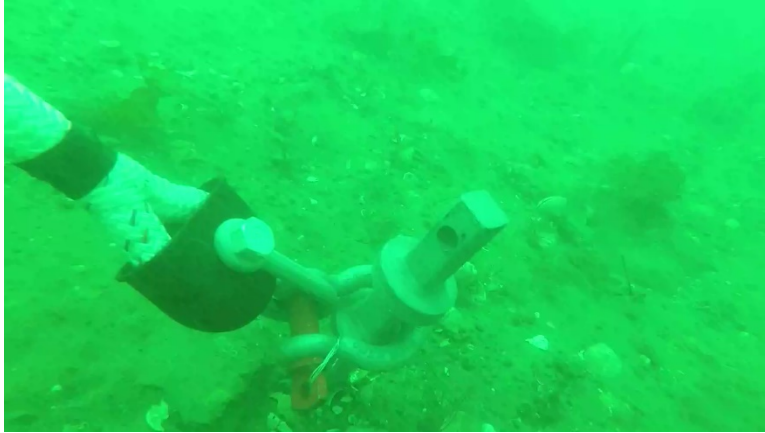


Figure 9. Helical anchor with shackle and mooring line

PILES

Alternate 2 will be a series of floats adjacent to, but not positively attached to, the existing City Dock. Vertical steel pipe piles will be required to hold the new floats in place without allowing them the excessive movement that an anchor chain would. Four piles have been assumed in this concept, allowing for one each at the segments of the approach float, and two for the larger sail float.

The piles will be provided to match the adjacent City Dock, meaning they will be driven approximately 30 feet into the ground, they will be cut off at +19 feet elevation, and they will be 24" diameter and galvanized steel. They will be connected to the floats by stiffened pile hoops, which the piles will slot through but not actually connect, allowing for vertical motions during tide cycles and limited horizontal motion.

Each pile weighs approximately 9,000 lb and requires a large barge crane and pile hammers to install.



Figure 10. Barge crane installing piles at City Dock

ACCESS GATE

Alternate 2 will include a security gate to prevent public access. It will be situated near the end of the approach float, with side wings to prevent stepping around. Access may be by key or card.



Figure 11. Access gate

ELECTRICAL SYSTEM

Electrical supply has been included for each alternate, though it is not considered a requirement at concept stage.

Alternate 1 includes a DC system with a 12V battery and a solar panel on the roof. This system can be procured as a package similar to a setup for a sailboat with a charge controller, wiring, and an inverter if desired, or it can be assembled as individual parts. Ample power will be available with such a simple system for the float's needs, including USB chargers for phones and radios, and LED lighting in each storage area.

Alternate 2 could employ a DC system similar to Alternate 1, but the adjacent City Dock already has shore power that could be tied into without worry of weather damage, parts breaking, or batteries dying.

WATER SUPPLY

Alternate 2 allows for a water supply to be connected to the City Dock's main line, which would provide washdown water for the sailboats. An HDPE line would be supplied in a chase below deck on the approach float to the building, where a hose bibb would be mounted in one of the building walls.

5. PERMITTING AND STAKEHOLDERS

Initial permitting considerations have been made, summarized by task, agency, or stakeholder below. Only COBI has indicated a preference for one alternate over the other, as indicated below.

CITY OF BAINBRIDGE ISLAND (COBI)

- COBI's Shoreline Master Program (SMP) allows only very limited development in the area in front of Waterfront Park, a designated Island Conservancy.

- Per SMP definitions, the float is to be considered a dock (for vessel mooring) and not a recreational float (for swimming, diving or recreational purpose and not vessel mooring)
- Dock could be issued a permit under Shoreline Substantial Development Permit (SSDP) or shoreline variance
- Environmental and visual impact provisions in the SMP strongly favor consolidation of structures (ie. Alternative 2 preferred)
- BIMPRD has begun discussions with Waterfront Park managers regarding adding an extension to City Dock (Alternate 2)

WASHINGTON STATE FERRIES (WSF)

- Consulted regarding navigational concerns around adjacent Trask Pier
- Float and activities associated with float do not demonstrate a navigation hazard or conflict to WSF. Their operations plan includes the possibility of mooring on the west side of Trask Pier, but they have never done that and could not support it with current configuration. Alternate 1 would be a sufficient distance away if this mooring plan is applied in the future.

WASHINGTON DEPARTMENT OF NATURAL RESOURCES (DNR)

- Alternate 1 would require a new bedlands lease. Would need to be outside of COBI's lease for the City Dock, outside of the -18 ft MLLW contour, and more than 200 ft from upland land owners. Alternate 1 location selected meets these criteria.

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE (WDFW)

- PND designated agent of BIMPRD
- Permit application document preparation underway

UNITED STATES ARMY CORPS OF ENGINEERS (USACE)

- Preparation of background documentation underway including Biological Assessment based on completed biological dive survey by MSA
- Preapplication meeting being planned, tribal input being sought on two options
- Preliminary impact mitigation requirements estimated by MSA
 - Credit purchase amounts included in cost estimates
 - Assumed that any on-site mitigation will not be adequate to offset impacts and credit purchase will be required

6. COST ESTIMATES

Detailed cost estimates are provided for the two alternatives in Appendix B. Table 1 below provides a brief summary of those cost estimates.

Table 1. Cost estimates

	Alternate 1 Free-floating anchored	Alternate 2 City Dock extension
Base construction	\$689,010	\$1,044,780
Mitigation	\$76,800	\$130,800
Final Engineering Design	\$31,400	\$55,000
Contingencies and Taxes	\$208,801	\$315,524
Total Budget	\$1,005,291	\$1,546,104

Alternate 2 is more expensive because of the extra float area required and the procurement and installation of piles. The following list describes the items included in the cost estimate that are not construction components, which are described in Section 4 above.

- **Mob/Demob** – Mobilization costs include the cost of mobilizing construction materials and equipment to site, and demobilizing equipment. For marine construction jobs in Puget Sound, this can typically be assumed as 10% of the construction cost, as is included in Alternate 2. Alternate 1 will not require mobilization of heavy marine construction equipment, only a tug boat tow of the float to the site, so it is reduced to 5%.
- **Construction Price Escalation Contingency** – A consideration for inflation assuming that construction will begin approximately 1 year from the time of this estimate, annual rate assumed 5%.
- **Sales Tax** – Local Kitsap County sales tax rate of 9.0% to be collected on value of construction contract.
- **Mitigation** – Assumed costs to satisfy permit agency mitigation requirements. See also Permitting Section 5 above.
- **15% Construction Contingency** – 15% contingency on the base construction total plus construction price escalation contingency; reflects uncertainty in design at this early stage, additional potential for increased costs, additional design elements that may be discovered later in design, change orders during construction, etc.

7. ALTERNATIVE COMPARISONS

Alternates 1 and 2 are intentionally conceptualized with as many details as possible constant, such as size of the float, boat storage, and the storage/meeting building. The differences between the options pertain to the different mooring systems and access reflecting inherent differences between the concepts rather than optional design choices. Similarities and differences are summarized in the table below.

Table 2. Comparison summary

	Alternate 1 Free-floating anchored	Alternate 2 City Dock extension
Sail float area	2,400 sf	2,400 sf
Sail boat storage (14 ft)	16+	16+
Float surface	Fiberglass grating	Fiberglass grating
Storage/meeting building	Yes	Yes
Total float area	2,400 sf	2,960 sf
Access	By boat only	From City Dock
Mooring system	1 seabed helical anchor	4 steel piles
Security	N/A	Access gate
Electrical	Solar/battery DC system	AC shore power connectivity
Water	None	Potable from City Dock supply
Construction Cost Estimate	\$1,005,000	\$1,546,000
Permitting	Not preferred by COBI	Preferred by COBI
Lot lease availability	Negotiate with DNR	Negotiate with COBI

8. CONCLUSIONS

Both float alternatives provide nearly identical utility to BIMPRD's sailing users, except for the possibility of access without a boat ride for Alternate 2. However, the cost difference between the two options is approximately \$400,000-\$500,000 depending on inclusion of contingencies, in favor of Alternate 1. This cost difference weighs heavily and for this reason Alternate 1 will likely be preferred. It is unknown how strong COBI's stated preference for Alternate 2 is, and if additional mitigation can be conducted to permit Alternate 1. Those questions are being investigated at this time.

APPENDIX A: DRAWINGS

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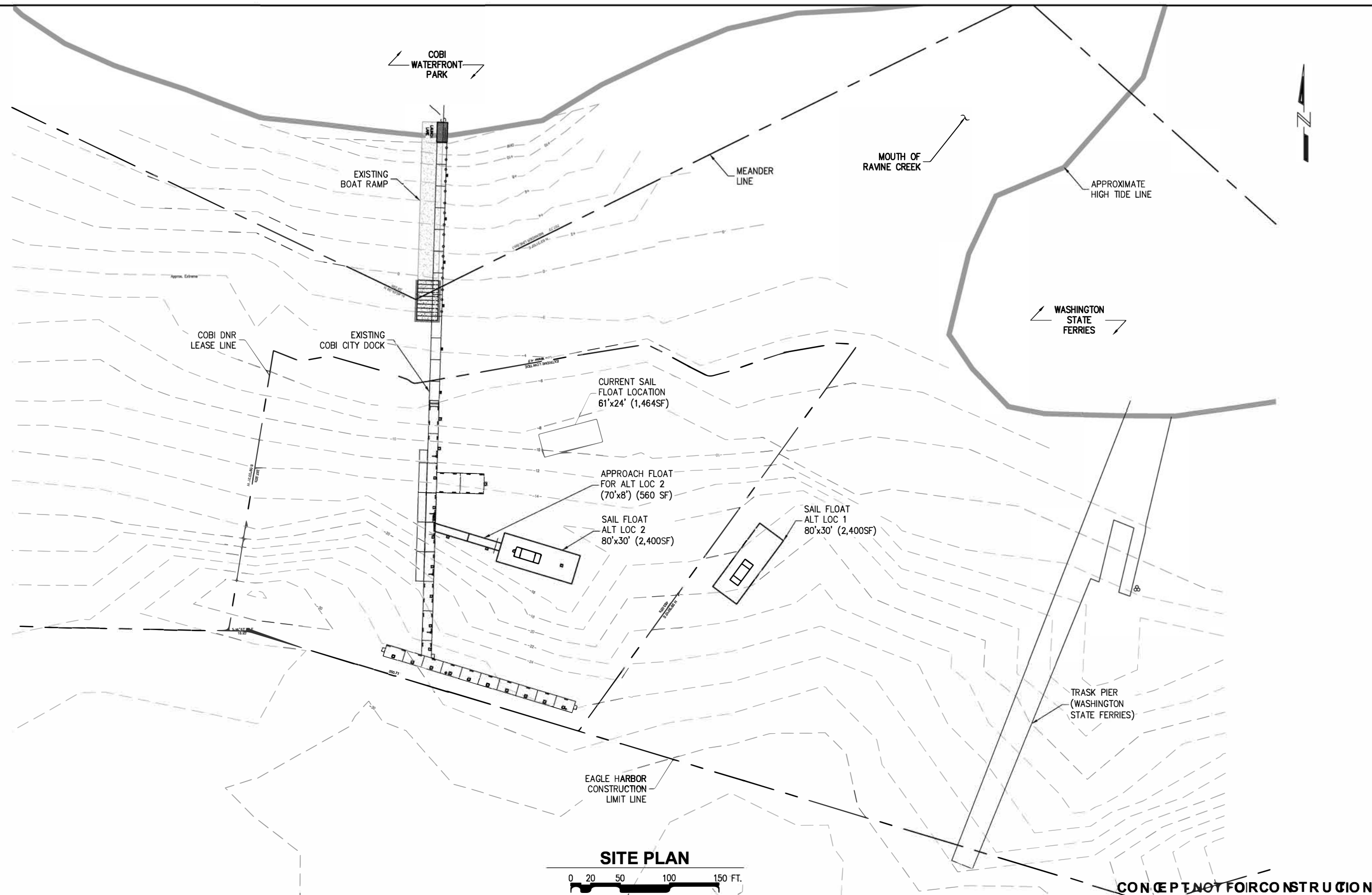


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REVISIONS		
REV	DATE	DESCRIPTION

PROJECT:		BIMPRD	
		SAIL FLOAT REPLACEMENT	
TITLE:		SAIL FLOAT ALTERNATE LOCATIONS	
DESIGNED BY:	CK	PROJECT NO:	214036.01
DRAWN BY:	WL	DATE:	DECEMBER, 2021
CHECKED BY:		SCALE:	NOTED
		SHEET NO:	1 OF 3



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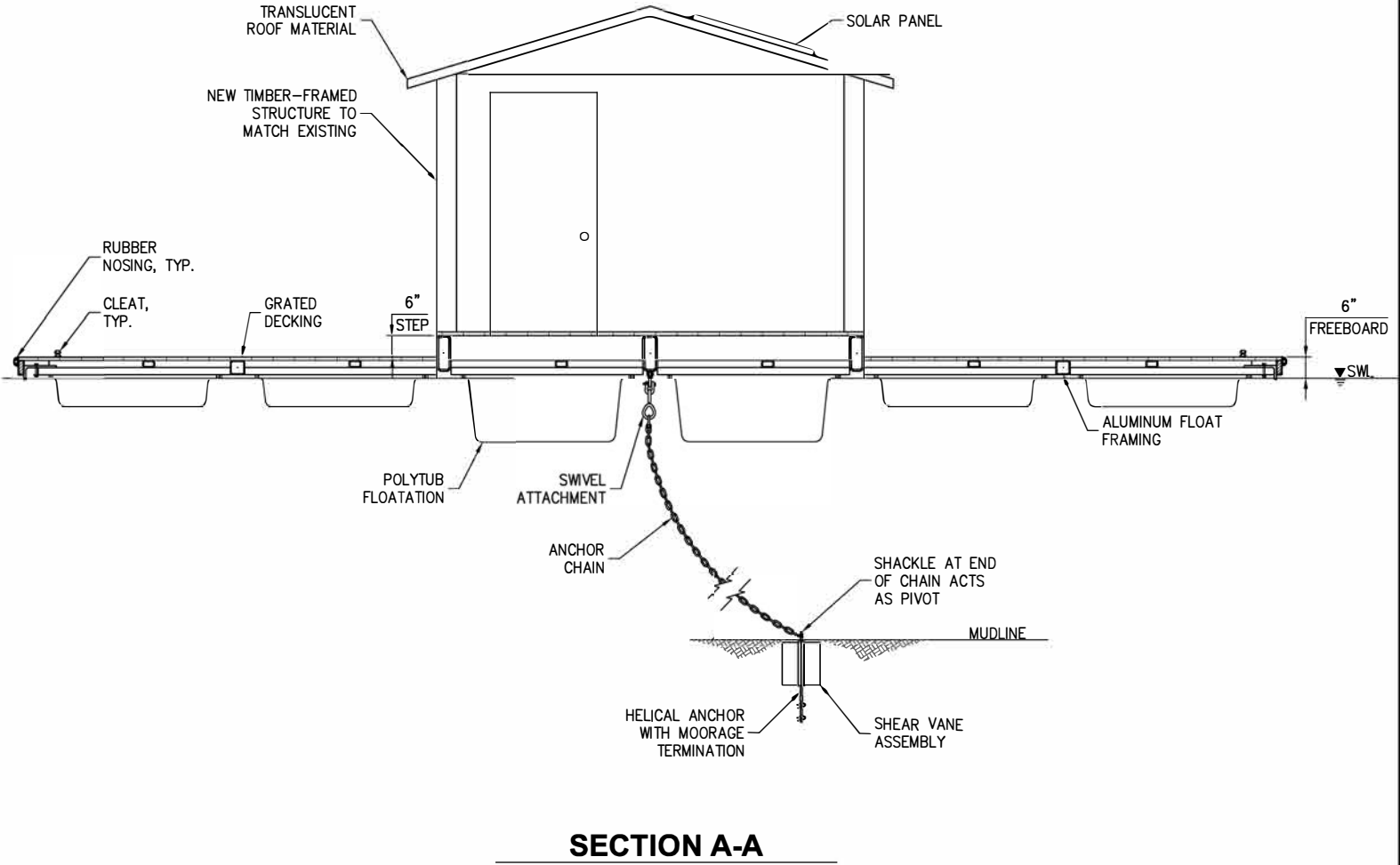
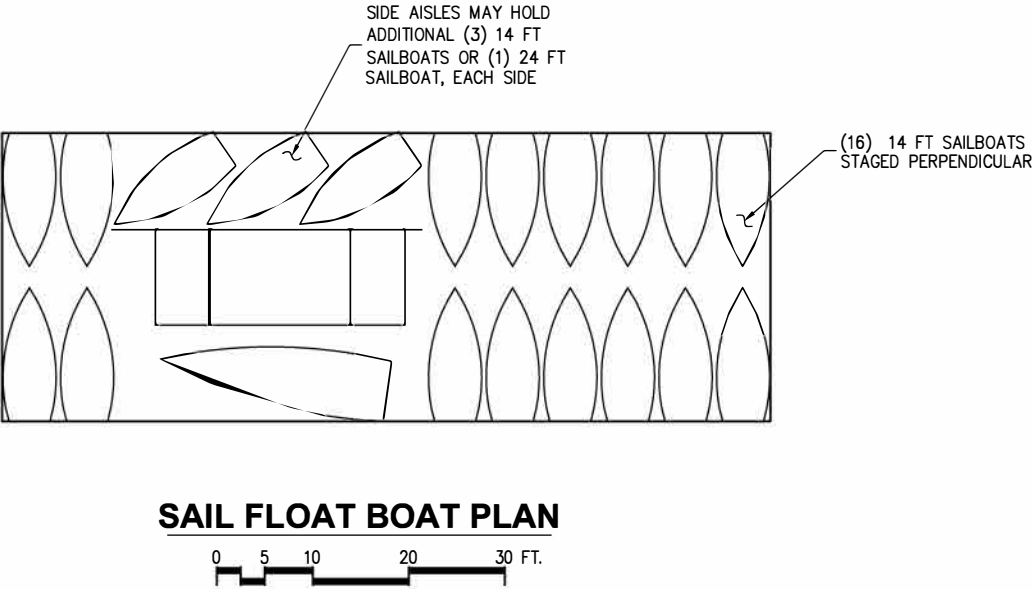
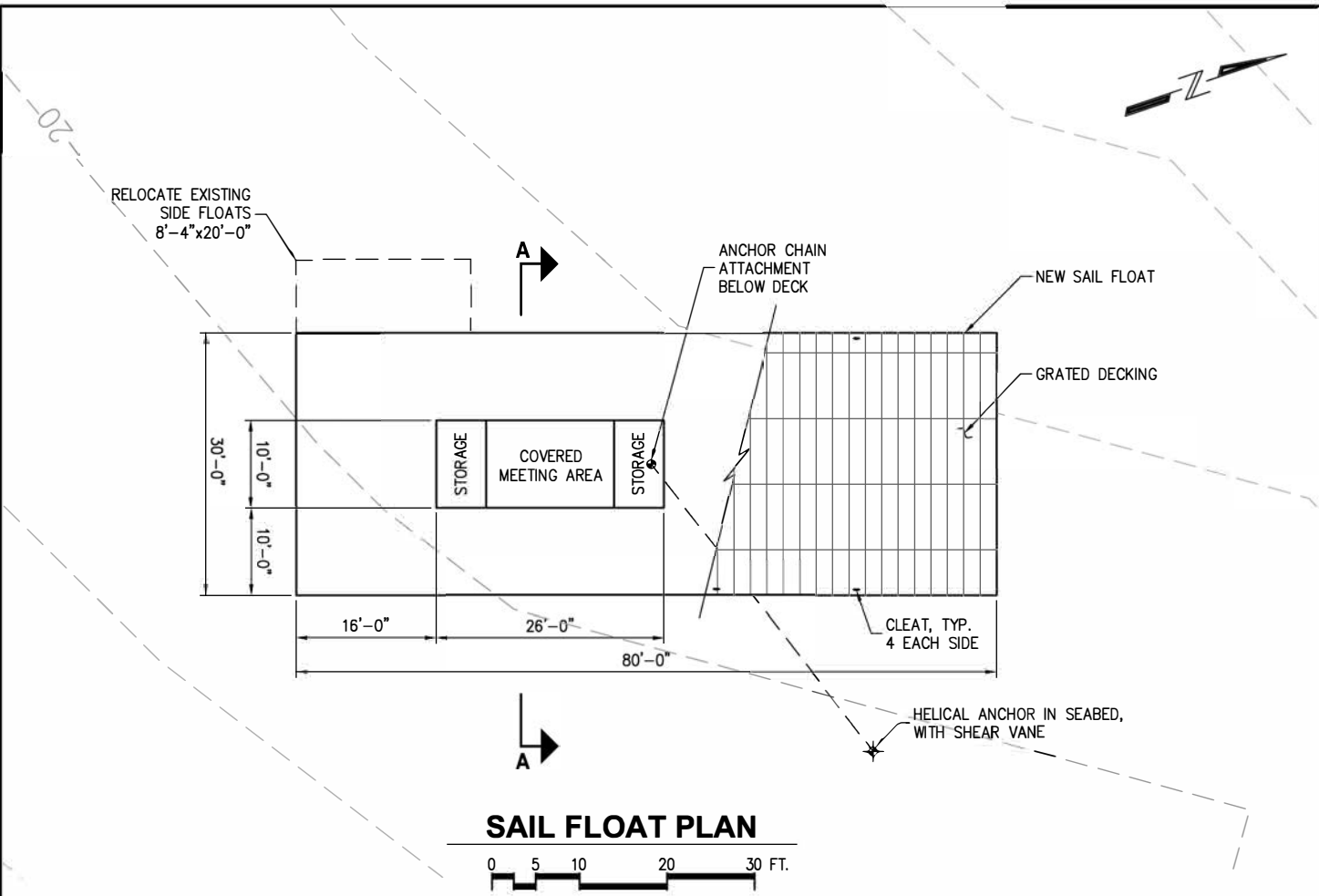


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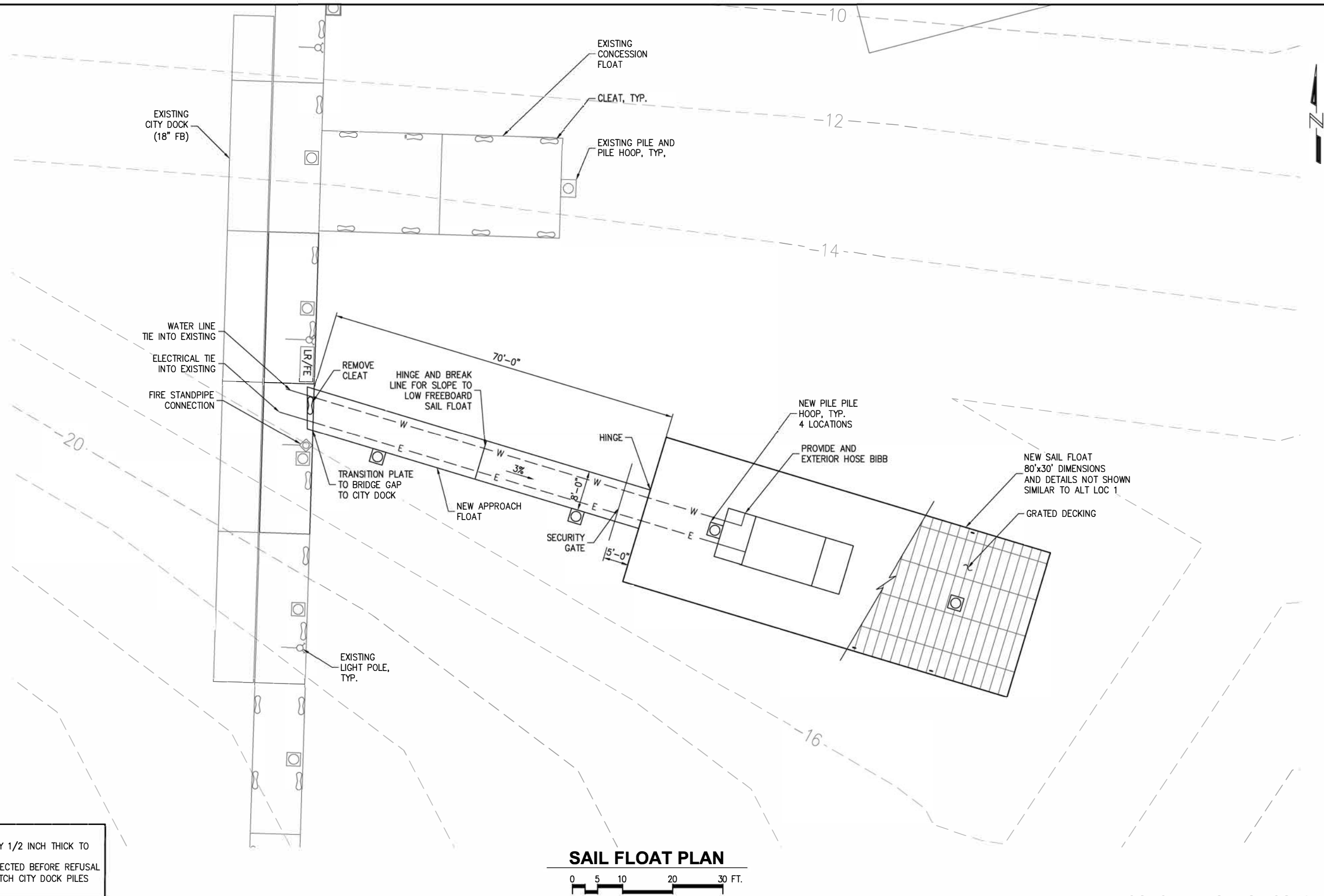
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REVISIONS		
REV	DATE	DESCRIPTION

PROJECT: BIMPRD SAIL FLOAT REPLACEMENT			
TITLE: SAIL FLOAT, ALT LOC 1			
DESIGNED BY:	CK	PROJECT NO: 214036.01	SHEET NO:
DRAWN BY:	WL	DATE: DECEMBER, 2021	2 OF 3
CHECKED BY:		SCALE: NOTED	



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- PILE NOTES:**
1. PROVIDE 24 INCH DIAMETER BY 1/2 INCH THICK TO MATCH CITY DOCK PILES
 2. EMBEDMENT UP TO 30 FT EXPECTED BEFORE REFUSAL
 3. PILE CUTOFF AT +19' TO MATCH CITY DOCK PILES
 4. SUPPLY 70 FT LONG.



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REVISIONS		
REV	DATE	DESCRIPTION

CONCEPT- NOT FOR CONSTRUCTION

PROJECT: **BIMPRD
SAIL FLOAT REPLACEMENT**

TITLE: **SAIL FLOAT, ALT LOC 2**

DESIGNED BY:	CK	PROJECT NO:	214036.01	SHEET NO:
DRAWN BY:	WL	DATE:	DECEMBER, 2021	
CHECKED BY:		SCALE:	NOTED	

3 OF **3**

APPENDIX B: COST ESTIMATES

Cost Estimate

BIMPRD Sail Float Replacement

Alternate 1 - Free-Floating Anchored

12/8/2021

PND Engineers

Construction

Item	Description	Unit	Qty	Rate	Amount
1	Demolish and dispose existing float	LS	1	\$ 25,000	\$ 25,000
2	Dive cleanup of seabed float debris	LS	1	\$ 6,000	\$ 6,000
3	New aluminum-framed sail float	SF	2400	\$ 200	\$ 480,000
4	Helical anchor, chain, and hardware	LS	1	\$ 12,000	\$ 12,000
5	Fiberglass grating	SF	2400	\$ 35	\$ 84,000
6	Rubber nosing	LF	220	\$ 20	\$ 4,400
7	Boat dollies with winches	EA	16	\$ 800	\$ 12,800
8	Building/covered meeting structure	SF	260	\$ 100	\$ 26,000
9	Solar electrical system with battery	LS	1	\$ 5,000	\$ 5,000
10	Flammable storage cabinet	LS	1	\$ 1,000	\$ 1,000
11					
12					\$ -
13					\$ -
14					\$ -
15					\$ -
16					\$ -
17					\$ -
18					\$ -
19					\$ -
20					\$ -
21					\$ -
22					\$ -
23					\$ -
24	Mob/Demob @5%	LS	1	\$ 32,810	\$ 32,810
Base Construction					\$ 689,010

Construction Price Escalation Contingency (1 year) @ 5%

\$ 34,451

Sales Tax @9.0%

\$ 65,111

Mitigation (64 points, estimated \$1,200 each)

\$ 76,800

15% Construction Contingency

\$ 108,519

Final Engineering Design

\$ 31,400

TOTAL CONSTRUCTION

\$ 1,005,291

Cost Estimate

BIMPRD Sail Float Replacement
Alternate 2 - City Dock Extension

12/8/2021

PND Engineers

Construction

Item	Description	Unit	Qty	Rate	Amount
1	Demolish and dispose existing float	LS	1	\$ 25,000	\$ 25,000
2	Dive cleanup of seabed float debris	LS	1	\$ 6,000	\$ 6,000
3	New aluminum-framed sail float	SF	2960	\$ 200	\$ 592,000
4	Procure 4 galvanized steel piles - 24" d x 70' long	TON	18	\$ 4,000	\$ 72,000
5	Install 4 piles	EA	4	\$ 20,000	\$ 80,000
6	Fiberglass grating	SF	2960	\$ 35	\$ 103,600
7	Rubber nosing	LF	220	\$ 20	\$ 4,400
8	Boat dollies with winches	EA	16	\$ 800	\$ 12,800
9	Building/covered meeting structure	SF	260	\$ 100	\$ 26,000
10	Electrical system tie-in	LS	1	\$ 15,000	\$ 15,000
11	Flammable storage cabinet	LS	1	\$ 1,000	\$ 1,000
12	Water system tie-in	LS	1	\$ 10,000	\$ 10,000
13	Access control gate	LS	1	\$ 2,000	\$ 2,000
14					\$ -
15					\$ -
16					\$ -
17					\$ -
18					\$ -
19					\$ -
20					\$ -
21					\$ -
22					\$ -
23					\$ -
24	Mob/Demob @10%	LS	1	\$ 94,980	\$ 94,980
Base Construction					\$ 1,044,780

Construction Price Escalation Contingency (1 year) @ 5%

\$ 52,239

Sales Tax @9.0%

\$ 98,732

Mitigation (109 points, estimated \$1,200 each)

\$ 130,800

15% Construction Contingency

\$ 164,553

Final Engineering Design

\$ 55,000

TOTAL CONSTRUCTION**\$ 1,546,104**



Eagle Harbor/Waterfront Park Sail Float Replacement



Presented by



Colin Kuester, PE

December 16, 2021

Sail Float - Background

Existing Float

- 61'x24' free floating with anchor chain
- Between City Dock and WSF shipyard in Eagle Harbor
- Accessible by launch boat only
- Space for 10-12 sailboats
- Central storage/meeting structure
- Hybrid construction of concrete float core with timber floats surrounding
- In poor condition, literally falling apart
- PND selected to lead trade-off study to compare replacement options: free-floating and connected to City Dock



Replacement Sail Float Requirements

■ Similar to existing

- Low freeboard
- Enclosed storage areas and covered meeting space
- Location near City Dock in Eagle Harbor

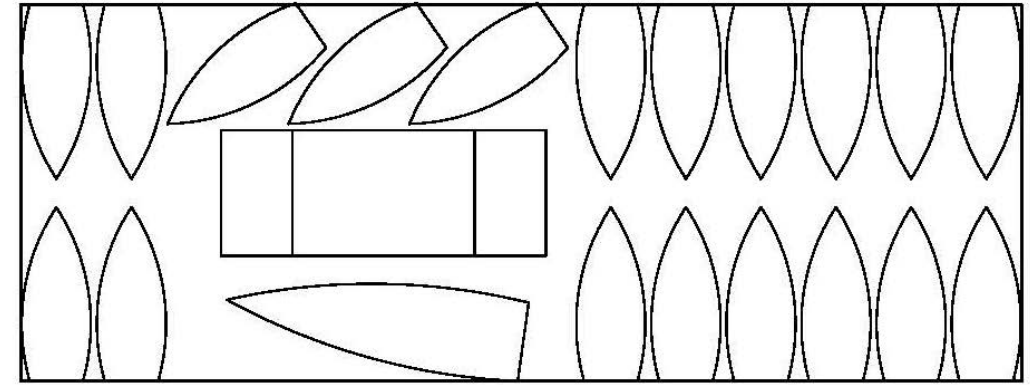
■ New requirements

- Larger size with storage for 16 boats
- Grated decking
- Boat dollies
- Rubber nosing to protect boats and float
- Safer fuel storage
- Security
- Electrical and water?

Replacement Sail Float

■ New amenities

- 80' x 30'
- Freeboard 6"-8"
- Space for (16) 14' sailboats staged perpendicular, additional 6 if needed
- Fiberglass grated decking with grip surface
- Sailboat dollies
- Corner protection



SAMPLE BOAT LAYOUT



New Sail Float Alternatives

■ Alternate 1

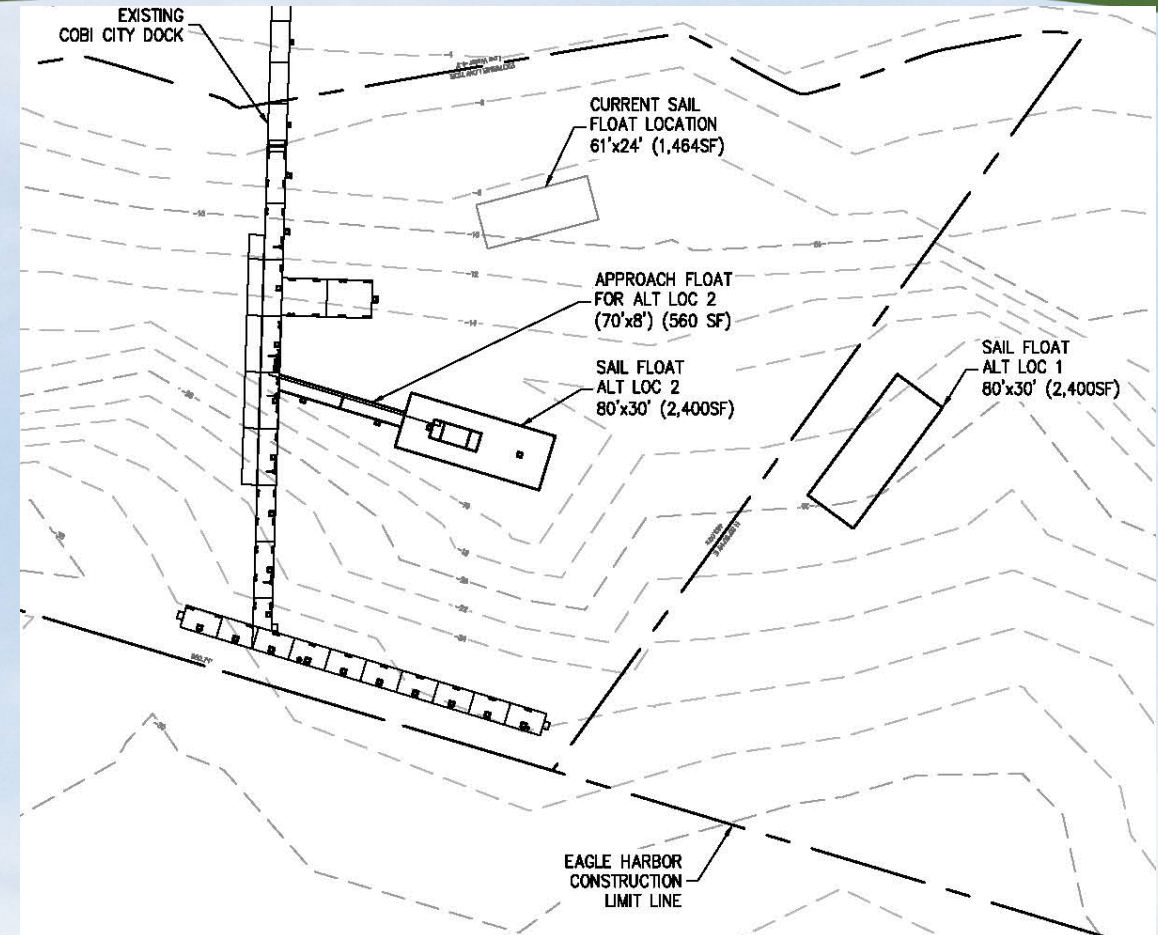
- Free-floating with seabed anchor
- Outside COBI lease, requires new DNR lease
- Most similar to existing

■ Alternate 2

- Extension of COBI City Dock
- Additional approach float required
- Steel piles provide anchorage

■ Both Alternates

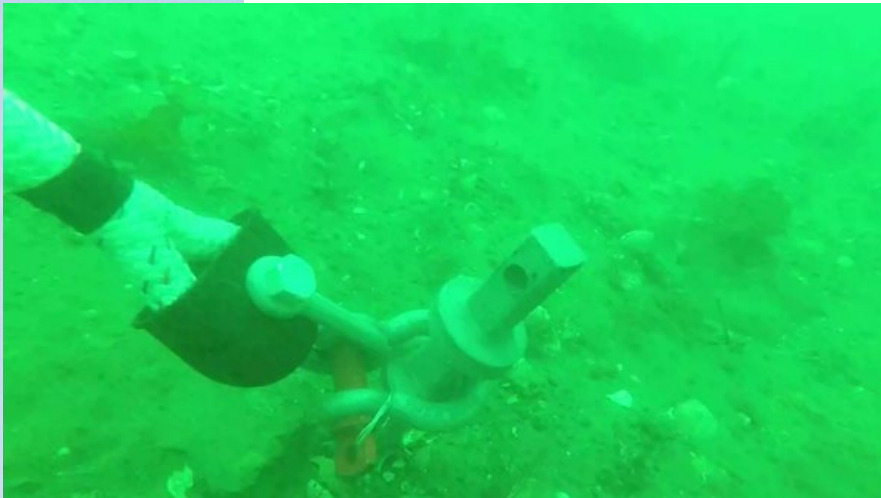
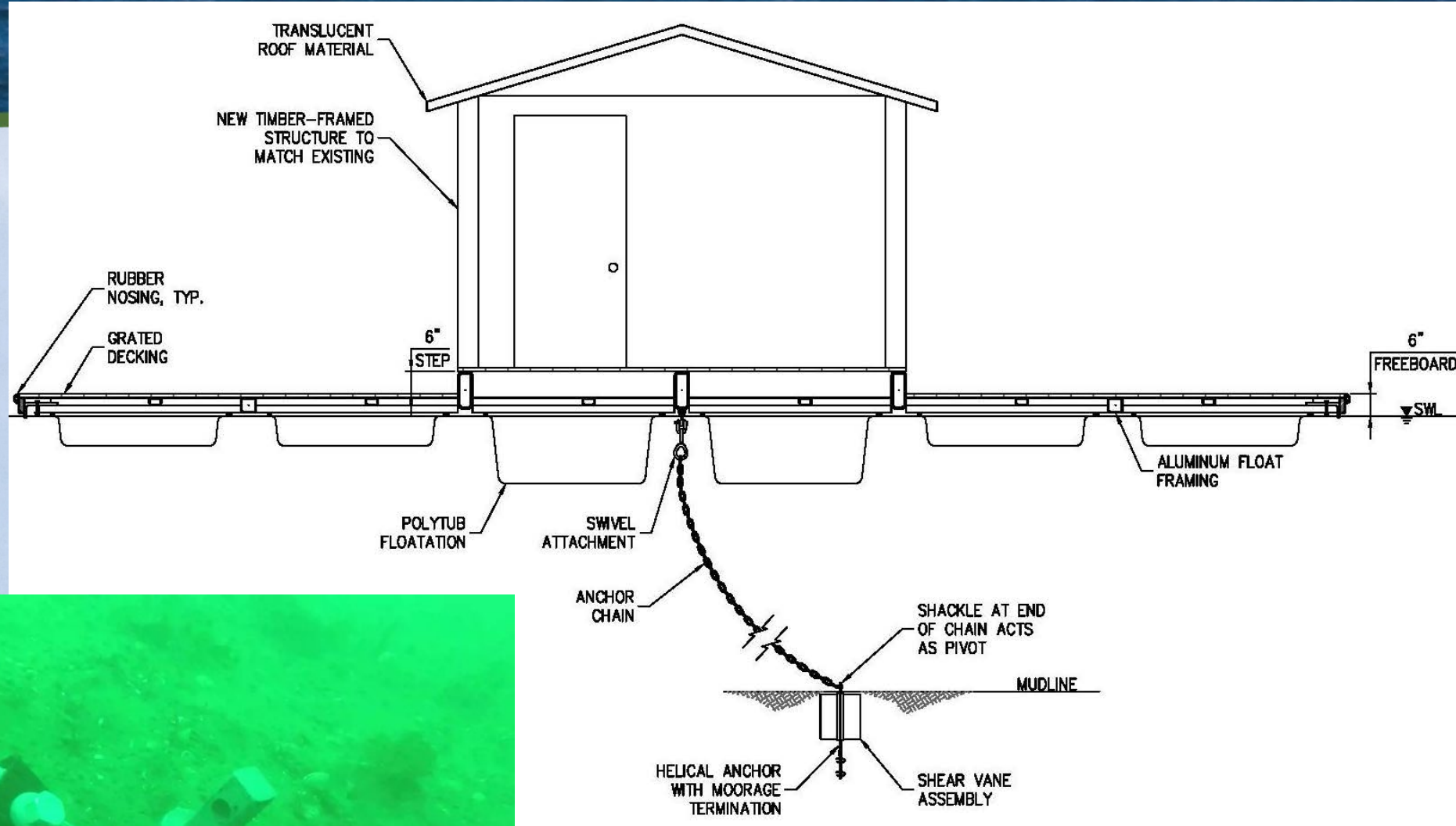
- 80'x30' float with storage/meeting structure
- Storage for 16 boats, grated decking, dollies



Alternate 1

■ Alternate 1

- Seabed helical anchor similar to Dave Ullin Open Water Marina
- Possibility for solar electrical system



■ Alternate 2

-
- EXISTING CITY DOCK (18' FB)
- EXISTING CONCESSION FLOAT
- CLEAT, TYP.
- EXISTING PILE AND PILE HOOP, TYP.
- WATER LINE TIE INTO EXISTING
- FIRE STANDPIPE CONNECTION
- REMOVE CLEAT
- BREAK LINE FOR SLOPE TO LOW FREEBOARD SAIL FLOAT
- 70'-0"
- HINGE AND GATE AT THIS LOCATION
- NEW HINGE CONNECTION TO CITY DOCK
- NEW ACCESS FLOAT
- 3%
- 8'-0"
- PROVIDE INTERIOR SINK AND EXTERIOR HOSE BIBB
- NEW SAIL FLOAT 80'x30' DIMENSIONS AND DETAILS NOT SHOWN SIMILAR TO ALT LOC 1
- NEW PILE AND PILE HOOP, TYP, 4 LOCATIONS
- EXISTING LIGHT POLE, TYP.
- 16

Permitting and Stakeholders

■ COBI

- SMP allows very limited development in this area, adjacent uplands designated Island Conservancy
- Permit could be issued with SSDP as public amenities are excepted in Waterfront Park
- Alternate 1 location is 500 ft in front of mouth of salmon stream
- Usage agreement would be required for Alt 2
- Preference for Alternate 2

■ WSF

- Adjacent owner/pier structure
- Verified no navigational concerns



■ DNR

- Manages offshore leases, new lease would be required for Alternate 1

■ USACE

- Biological survey completed and background documentation being prepared
- Preapplication meeting planned soon for tribal input
- Mitigation estimates: Alt 1 - \$76,800, Alt 2 - \$130,800

■ WDFW

- Permit required



Cost Estimates



	Alternate 1 Free-floating anchored	Alternate 2 City Dock extension
Base construction	\$689,010	\$1,044,780
Mitigation	\$76,800	\$130,800
Final Engineering Design	\$31,400	\$55,000
Contingencies and Taxes	\$208,801	\$315,524
Total Budget	\$1,005,291	\$1,546,104

Comparison Summary

	Alternate 1 Free-floating anchored	Alternate 2 City Dock extension
Sail float area	2,400 sf	2,400 sf
Sail boat storage (14 ft)	16+	16+
Float surface	Fiberglass grating	Fiberglass grating
Storage/meeting building	Yes	Yes
Total float area	2,400 sf	2,960 sf
Access	By boat only	From City Dock
Mooring system	1 seabed helical anchor	4 steel piles
Security	N/A	Access gate
Electrical	Solar/battery DC system	AC shore power connectivity
Water	None	Potable from City Dock supply
Construction Cost Estimate	\$1,005,000	\$1,546,000
Permitting	Not preferred by COBI	Preferred by COBI
Lot lease availability	Negotiate with DNR	Negotiate with COBI

Questions and Answers



LEASE AGREEMENT

This Lease Agreement (the "Lease") is entered this 24th day of July, 2018, between the BAINBRIDGE ISLAND METROPOLITAN PARK AND RECREATION DISTRICT, a Washington special purpose district (the "Park District" or "Tenant"), and the KITSAP COUNTY SEWER DISTRICT NO. 7, a Washington special purpose district (the "Sewer District" or "Landlord").

In consideration of the Park District's efforts at the remodel phase, Park District rent, mutual agreement hereafter set forth, and other good and valuable consideration, the parties hereby agree as follows:

Section 1 LEASED PREMISES: The Sewer District hereby does lease and demise to the Park District that certain real property commonly known as the Fort Ward Bakery ("Building"), which is located at 9705 NE Evergreen Avenue, Bainbridge Island, Washington 98110, along with the grounds and parking area as shown and legally described in Exhibits A and B attached hereto, which exhibits are incorporated herein by this reference in their entirety. The three areas – Building, grounds and parking area – are referred to herein collectively as the "Subject Property". This agreement is also subject to that certain Parking Development and Usage Agreement dated April 2017 between the Park District, the Sewer District, and Green Warrior Holdings, LLC.

Section 2 LEASE TERM: Unless sooner terminated under the provisions hereof, this Lease shall be and continue in full force and effect for a term (the "Lease Term") of ninety-nine (99) years, commencing on 7/24/2018 and expiring on 7/24/2117. The parties agree to meet every five (5) years at a minimum during the Lease Term to review this Lease, and to work in good faith to determine if revisions are needed to accommodate changes to the Subject Property, the Park District activities, and the Sewer District activities.

Section 3 RENT; TAXES; UTILITIES: The rental amount shall be one dollar (\$1) per calendar year. Rent for 2018 shall be paid upon execution of this Lease. Rent for all other years shall be paid on or before the first day of the year. There will be no security deposit. The Park District will pay when due any real property taxes assessed against the Subject Property. Each party will pay any taxes assessed against their respective personal property and business activities on the Subject Property. The Park District may connect to electrical and water utilities available to the Subject Property, and will pay all connection and service costs associated with those utilities. The Sewer District will connect and provide sewer service to the Subject Property at no cost to the Park District. The Park District will pay all other utilities provided to the Subject Property, with the exception of any utilities separately metered or provided to the Sewer District's office space in the Building, which will be the sole responsibility of the Sewer District.

Section 4 TERMINATION: Termination other than at the end of the Lease Term will occur upon the occurrence of any of the following:

- (1) Termination by agreement of the Sewer District and the Park District.

- (2) The Park District becomes the sole owner of the Subject Property.
- (3) The Sewer District, after review of the Park District utilization and public hearing, determines that the Subject Property is needed for other public purposes and gives notice of termination no less than 12 months before the termination date.
- (4) The Park District, after review of its utilization and public hearing, determines that the Subject Property is no longer needed to carry out its mission and gives notice of termination no less than 12 months before the termination date.
- (5) Material breach of this Lease by either the Park District or the Sewer District and failure by the breaching party to fully cure the breach within 30 days of written notice of the breach, followed by written notice of termination by the non-breaching party.
- (6) Non-use of the Subject Property for more than 180 days, or abandonment of the Subject Property, by the Park District.
- (7) Destruction of the Building by fire or other casualty.
- (8) Some or all of the Subject Property is taken by eminent domain.

With the exception of termination under Section 1.03(2), all fixed improvements to the Subject Property shall become the property of the Sewer District, and all removable equipment, materials and supplies (with the exception of that which is already owned by the Sewer District for use in its office space in the Building) shall remain the property of the Park District and be removed by the Park District within 30 days of termination.

Section 5 SHARED USE: The Sewer District reserves for its exclusive use as an office a space in the Building as shown in Exhibit B (the space designated "District Office" in the proposed floor plan). The Sewer District also reserves for its exclusive use the United State Postal Service mailbox on the Subject Property. Access to and use of the rest of the Subject Property by the Sewer District, such as for monthly Board of Commissioner meetings, shall be allowed at no charge subject to coordination with the Park District. Such use shall not unreasonably conflict with the use of the Subject Property by the Park District.

Section 6 USE BY PARK DISTRICT: The Park District shall utilize the Subject Property to provide recreational and cultural programming and shall operate it in a manner similar to how it operates other Park District community facilities, such as Seabold Hall, Yeomalt Cabin, and Island Center Hall.

- (1) The Park District shall be solely responsible for supervising the Subject Property, with the exception of the Sewer District office space.
- (2) The Park District shall administer and be solely responsible for the reservation calendar for the Subject Property.
- (3) The Subject Property shall be used to provide community benefit with classes, exhibit space, meeting areas and rentals consistent with the Park District mission statement.
- (4) The Park District will manage the Subject Property as a community asset, a local history interpretive site, and a permanent tribute to the service men and women who defended our nation through two World Wars as specified in the funding requirements for the Building's remodel ((State of Washington, Washington State Historical Society Contract for Heritage Capital Projects # 19-06).
- (5) The Park District shall maintain safe occupancy of the Subject Property through application of standards provided by legal authorities.

The Sewer District warrants that the Subject Property will be in compliance with all applicable laws, ordinances or regulations at the commencement of the Lease Term, and that the Subject Premises will be free and clear of all liens and encumbrances that would interfere with the Park District's quiet enjoyment thereof.

Section 7 ACCEPTANCE OF SUBJECT PROPERTY: The Park District agrees to accept the Subject Property in its "as is" condition; provided, that the Park District accepts no responsibility for the unused oil tank known to exist on the Subject Property, which tank is a non-project element and the responsibility of the U.S. Army Corps of Engineers (Army Corps) as a result of the federal government's prior ownership of the Subject Property. The Park District agrees to provide access to the Army Corps and/or its contractors to mitigate or remove this tank.

Section 8 COMMUNICATION: The parties agree to use best reasonable efforts to remain in communication, and meet in person at least once per calendar year, regarding use, condition and maintenance of the Subject Property, and programming that might impact or be impacted by activities of either party. In addition, at least once every five years, each party will present a written report or make a presentation to the other party's governing body or individual that will include, at a minimum, information regarding use patterns, condition of the Subject Property, proposed and anticipated capital improvements to the Subject Property, and recommendations on how to improve the working relationship between the parties and the operation of the Subject Property.

Section 9 MAINTENANCE: The Park District will maintain the Subject Property at its sole expense, with the exception of the Sewer District's office space in the Building, which the Sewer District will maintain at its sole expense.

Section 10 ALTERATIONS: The Park District shall not make any alterations, additions, or improvements in or to the Subject Property without the prior written consent of the Sewer District, which may not be unreasonably withheld. Any such alterations, additions, or improvements consented to by the Sewer District shall be made at the Park District's sole expense, shall be done in a good and workmanlike manner in compliance with all applicable laws and regulations, and shall not result in the imposition of any lien or encumbrance against the Subject Property.

Section 11 INSURANCE: Landlord shall not be liable for any injury to any person or for any loss of or damage to any property (including property of Tenant) occurring in or about the Subject Property from any cause whatsoever, unless the sole cause thereof is the gross negligence or intentional misconduct of Landlord. Tenant shall hold and save Landlord harmless from all loss, damage, liability, or expense (including attorney fees and other costs incurred in connection with litigation or defending claims, whether or not such claims involve litigation) resulting from any actual or alleged injury to any person, or from any actual or alleged loss of or damage to any property arising out of or relating in any way whatsoever to Tenant's operation or occupation of the Subject Property, or from any act or omission of Tenant or its

officer, agent, employee, guest, invitee, or visitor in or about the Subject Property, or from any lien or encumbrance against the Subject Property.

Tenant shall, at its expense, maintain public liability insurance on the Subject Property for bodily injuries, including sickness or death, and property damages in the minimum amount of \$1,000,000 combined single limit per occurrence, and in the minimum amount of \$1,000,000 in the aggregate. Landlord shall be named as an additional insured and the policy shall contain cross liability endorsements, and shall provide that it is primary and noncontributing with any insurance in force or on behalf of Landlord. Landlord shall be furnished with a copy of such policy or policies of insurance, which shall bear an endorsement that the same shall not be cancelled except upon thirty (30) calendar days' prior written notice to Landlord. Tenant shall also, at its expense, maintain during the Lease Term insurance covering its furniture, fixtures and equipment in an amount equal to the full insurance value thereof, against fire and risks covered by a standard extended coverage endorsement. Tenant shall provide Landlord with documentary evidence of the existence of the insurance coverage required herein. If Tenant fails to maintain such insurance, Landlord may do so, and Tenant shall reimburse Landlord upon demand for the full premium expense incurred.

Landlord shall, at its expense, maintain during the Lease Term insurance covering damage to the Subject Property and all improvements thereon up to the full insurable value thereof.

Notwithstanding anything to the contrary, Landlord and Tenant hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation of otherwise for any loss or damage to property caused by fire or any other peril to the extent of any insurance proceeds received (or that would have been receivable but for such releasing party's breach or default of its obligations under this Lease), even if such fire or other casualty will have been caused by the fault or negligence (but not willful misconduct) of the other party or anyone for whom such party may be responsible; provided, however, that this release will be applicable and in force and effect only with respect to loss or damage occurring during such time as Landlord's and Tenant's insurance policies contain a clause or endorsement to the effect that any such release will not adversely affect or impair such policies or prejudice the right of the releasor to recover thereunder.

Section 12 ASSIGNMENT AND SUBLETTING: Tenant shall not assign or transfer this Lease or any interest therein, nor sublet the whole or any part of the Subject Property, without the prior written consent of Landlord, which may be conditioned or withheld in Landlord's sole discretion.

Section 13 INDEMNITY: The Sewer District shall indemnify, defend, and hold the Park District and its officers, agents, employees and representatives, harmless from and against any and all damages or costs (including actual attorney fees) arising from or related to the Sewer District's activities on the Subject Property, PROVIDED the Sewer District shall not be obligated hereunder to indemnify the Park District for any claims caused by the negligence or willful misconduct of the Park District or its officers, agents, employees and representatives.

The Park District shall indemnify, defend, and hold the Sewer District and its officers, agents, employees and representatives, harmless from and against any and all damages or costs (including actual attorney fees) arising from or related to the Park District's activities on the Subject Property, PROVIDED the Park District shall not be obligated hereunder to indemnify the Sewer District for any claims caused by

the negligence or willful misconduct of the Sewer District or its officers, agents, employees and representatives.

Section 14 HAZARDOUS MATERIAL: As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Washington or the United States Government, due to its potential harm to the health, safety or welfare of humans or the environment. Landlord represents and warrants to Tenant that, to Landlord's knowledge without duty of investigation, there is no Hazardous Material on, in, or under the Subject Property as of the commencement of the Lease Term except as may otherwise have been disclosed to Tenant in writing before the execution of this Lease. If there is any Hazardous Material on, in, or under the Subject Property as of the commencement of the Lease Term which has been or thereafter becomes unlawfully released through no fault of Tenant, then Landlord will indemnify, defend and hold Tenant harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred or suffered by Tenant either during or after the Lease term as the result of such contamination.

Tenant will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Subject Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, except with Landlord's prior consent and then only upon strict compliance with all applicable federal, state and local laws, regulations, codes and ordinances. If Tenant breaches the obligations stated in the preceding sentence, then Tenant will indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including, without limitation, diminution in the value of the Subject Property; damages for the loss or restriction on use of rentable or usable space or of any amenity of the Subject Property; damages arising from any adverse impact on marketing of space at the Subject Property; and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees incurred or suffered by Landlord either during or after the Term. These indemnifications by Landlord and Tenant include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, whether or not required by any federal, state or local governmental agency or political subdivision, because of Hazardous Material present in the Subject Property, or in soil or ground water on or under the Subject Property. Tenant will immediately notify Landlord of any inquiry, investigation or notice that Tenant may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Subject Property.

Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Subject Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, results in any unlawful release of any Hazardous Materials on the Subject Property, Tenant will promptly take all actions, at its sole expense, as are necessary to return the Subject Property to the condition existing prior to the release of any such Hazardous Material; provided that Landlord's approval of such actions will first be obtained, which approval may be conditioned or withheld at Landlord's sole discretion.

Section 15 MISCELLANEOUS:

Notices. Any notices required in accordance with any of the provisions herein shall be personally delivered or mailed by certified mail to Landlord or Tenant at their addresses below, or at such other place as either party may in writing from time to time direct. If mailed, notice shall be deemed to have been given

on the third (3rd) calendar day after mailing, as evidenced by the postmark or, in the absence of the postmark, an affidavit of mailing.

Landlord: Commissioner
Kitsap County Sewer District #7
9705 Evergreen Dr. NE

Bainbridge Island, WA 98110

Telephone: 206-669-5723

Tenant: Executive Director
BAINBRIDGE IS. METROPOLITAN PARK & RECREATION DISTRICT
7666 NE HIGH SCHOOL RD

Bainbridge Island, WA 98110

Telephone: 206/842-2306

Successors or Assigns. All of the terms, conditions, covenants and agreements of this Lease shall extend to and be binding upon Landlord, Tenant and their respective successors and permitted assigns.

Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance is to any extent invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and all such remaining terms, covenants and conditions of this Lease shall remain in full force and effect.

Recording. Upon execution, this Lease shall be recorded with the Kitsap County Auditor.

Force Majeure. Either party's failure to perform any of its obligations under this Lease shall be excused if the failure is due to causes beyond the control and without the fault or negligence of the party, including, but not limited to, acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics and strikes.

Waiver. The waiver by either Landlord or Tenant of a breach of any term or condition of this Lease shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereof.

Entire Agreement - Applicable Law. This Lease sets forth the entire agreement of Landlord and Tenant concerning the matters set forth herein, and there are no other agreements or understandings, oral or written, between Landlord and Tenant concerning the matters set forth herein. Any subsequent modification or amendment of this Lease shall be binding upon Landlord and Tenant only if reduced to writing and signed by them. This lease shall be construed and governed by the laws of the State of Washington, without regard to conflict of law principles thereof. Landlord and Tenant hereby agree that venue of any action between them relating to this Lease will lie exclusively in Kitsap County, Washington.

Attorney Fees. If either party brings any action (including assertion of any counterclaim or crossclaim, or claim in a proceeding in bankruptcy, receivership, or any other proceeding instituted by a party hereto or by others), or otherwise refers this Lease to an attorney for the enforcement of any of the covenants, terms or conditions of this Lease, the substantially prevailing party shall be entitled to recover its costs and expenses (including actual attorney fees) from the other party.

Non-Discrimination. Tenant shall not discriminate against any person or persons, or exclude them from participation in the Tenant's operations, programs or activities conducted on the Subject Property, because of race, color, religion, sex, age, handicap, national origin, sexual orientation or other protected class as identified by federal, state or local law.


Counterparts. This Lease may be executed in counterparts, and facsimile and electronic signatures shall be deemed the equivalent of original signatures for all purposes.

Survival. Those provisions of this Lease that will, or could, have application after the expiration or termination this Lease, including, without limitation, indemnity, hazardous material, venue and attorney fees, shall survive expiration or termination of this Lease and be fully applicable and enforceable thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

SEWER DISTRICT

PARK DISTRICT

By: 
Name: Christopher B. Dew
Title: President K&S#7

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)

) ss.

COUNTY OF ~~KITSAP~~ KING)

On this 24 day of JULY, 2018, before me personally appeared CHRISTOPHER B. DEW, to me known to be the PRESIDENT of KITSAP COUNTY SEWER DISTRICT NO. 7, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he ^{she} was authorized to execute said instrument.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year written in the preceding paragraph.



A handwritten signature in blue ink, appearing to read "Robert Ryan Gilmore", written over a horizontal line.

Printed Name: ROBERT RYAN GILMORE

NOTARY PUBLIC in and for State of Washington

Residing at: BELLEVUE

My commission expires: 08-20-2018

Attorney Fees. If either party brings any action (including assertion of any counterclaim or crossclaim, or claim in a proceeding in bankruptcy, receivership, or any other proceeding instituted by a party hereto or by others), or otherwise refers this Lease to an attorney for the enforcement of any of the covenants, terms or conditions of this Lease, the substantially prevailing party shall be entitled to recover its costs and expenses (including actual attorney fees) from the other party.

Non-Discrimination. Tenant shall not discriminate against any person or persons, or exclude them from participation in the Tenant's operations, programs or activities conducted on the Subject Property, because of race, color, religion, sex, age, handicap, national origin, sexual orientation or other protected class as identified by federal, state or local law.

Counterparts. This Lease may be executed in counterparts, and facsimile and electronic signatures shall be deemed the equivalent of original signatures for all purposes.

Survival. Those provisions of this Lease that will, or could, have application after the expiration or termination this Lease, including, without limitation, indemnity, hazardous material, venue and attorney fees, shall survive expiration or termination of this Lease and be fully applicable and enforceable thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

SEWER DISTRICT

By: _____

Name: _____

Title: _____

PARK DISTRICT

By: Terry M. Laude

Name: Terry M. Laude

Title: Executive Director

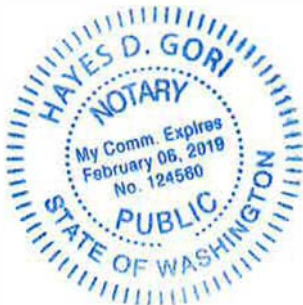
STATE OF WASHINGTON)

) ss.

COUNTY OF KITSAP)

On this 25th day of July, 2018, before me personally appeared Terry Lande, to me known to be the Executive Director of BAINBRIDGE ISLAND METROPOLITAN PARK AND RECREATION DISTRICT, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year written in the preceding paragraph.



A handwritten signature in blue ink, appearing to read "Hayes Gori", written over a horizontal line.

Printed Name: Hayes Gori

NOTARY PUBLIC in and for State of Washington

Residing at: Bainbridge Island, WA

My commission expires: 2-6-2019

EXHIBIT A
LEGAL DESCRIPTION OF GRANTOR'S REAL PROPERTY

PARCEL # 4150-003-023-0007

Resultant Lot 23R of Boundary Line Adjustment recorded under Auditor's File No. 201511120157, and as depicted on survey recorded under Auditor's File No. 201511120158, in Volume 81 of Surveys, Page 192, records of Kitsap County, Washington, being a portion of Lots 21 and 23, Block 3, Fort Ward Estates, Division 5, as recorded in Volume 11 of Plats, Page 20, records of Kitsap County, Washington, being a portion of the Southwest quarter of the Southwest quarter of Section 11, Township 24 North, Range 2 East, W.M., in Kitsap County, Washington

TOGETHER with an easement for ingress and egress on the existing Government Roadway in Fort Ward;

Situate in the City of Bainbridge Island in Kitsap County, Washington.

EXHIBIT A1

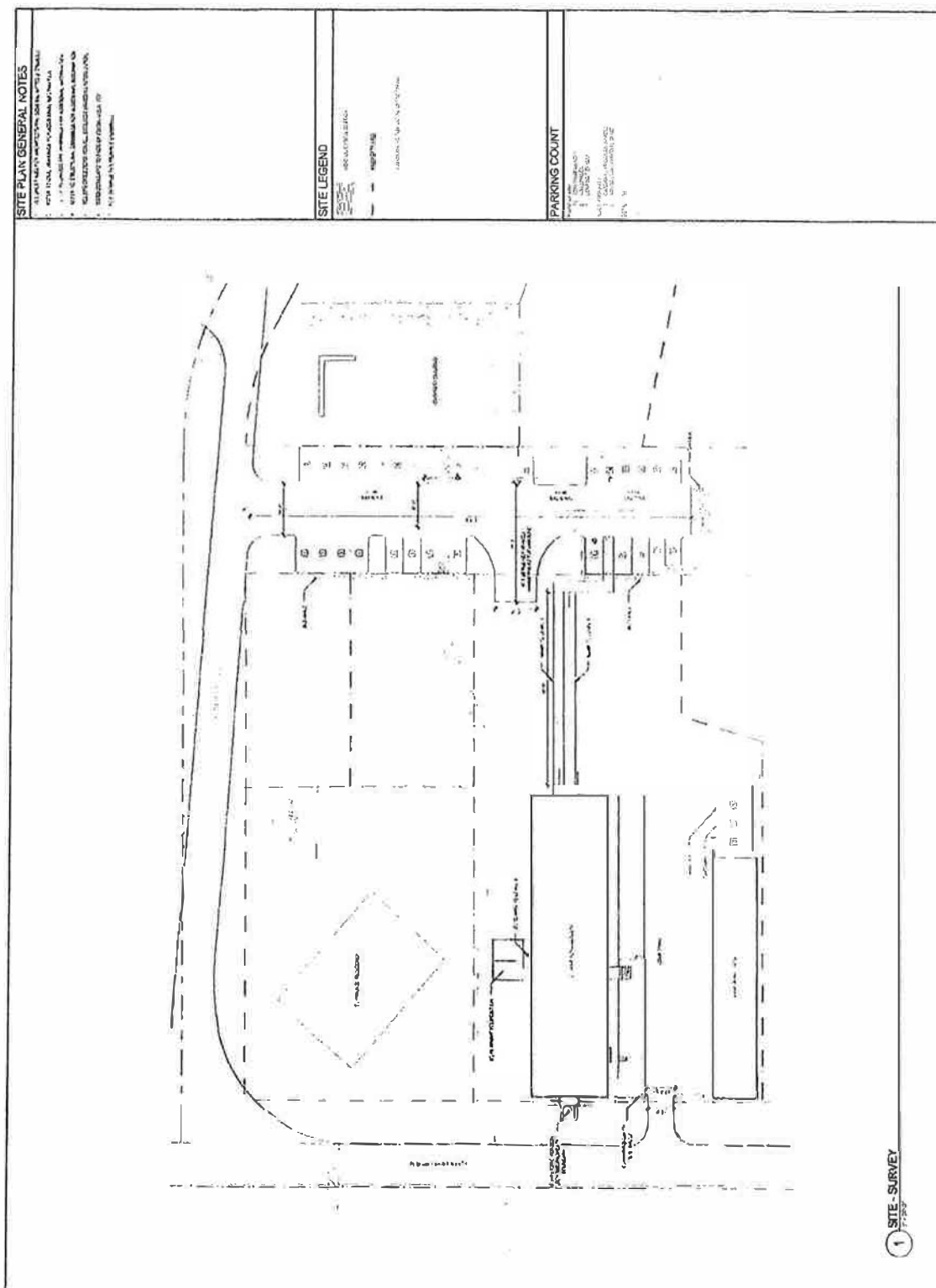
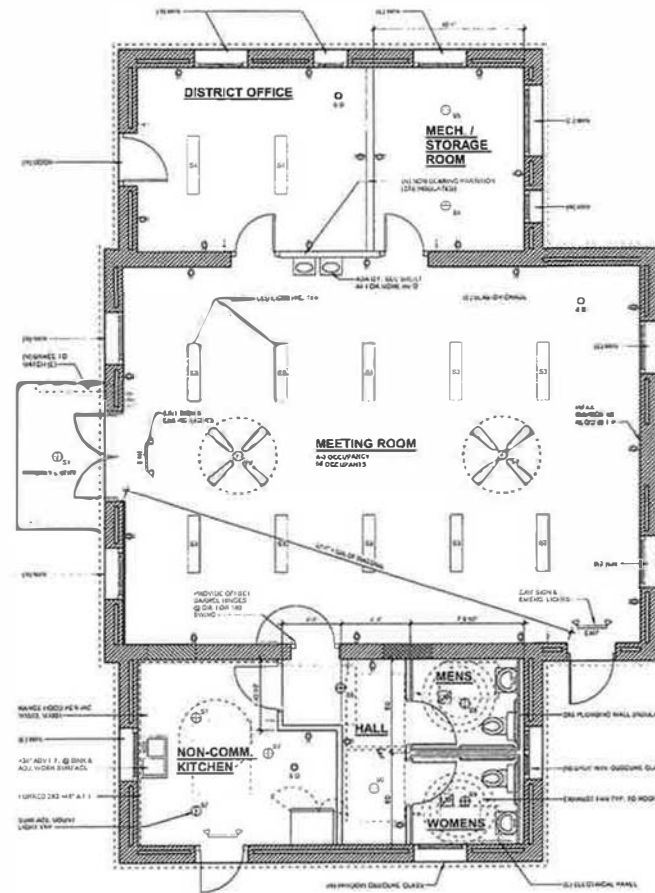
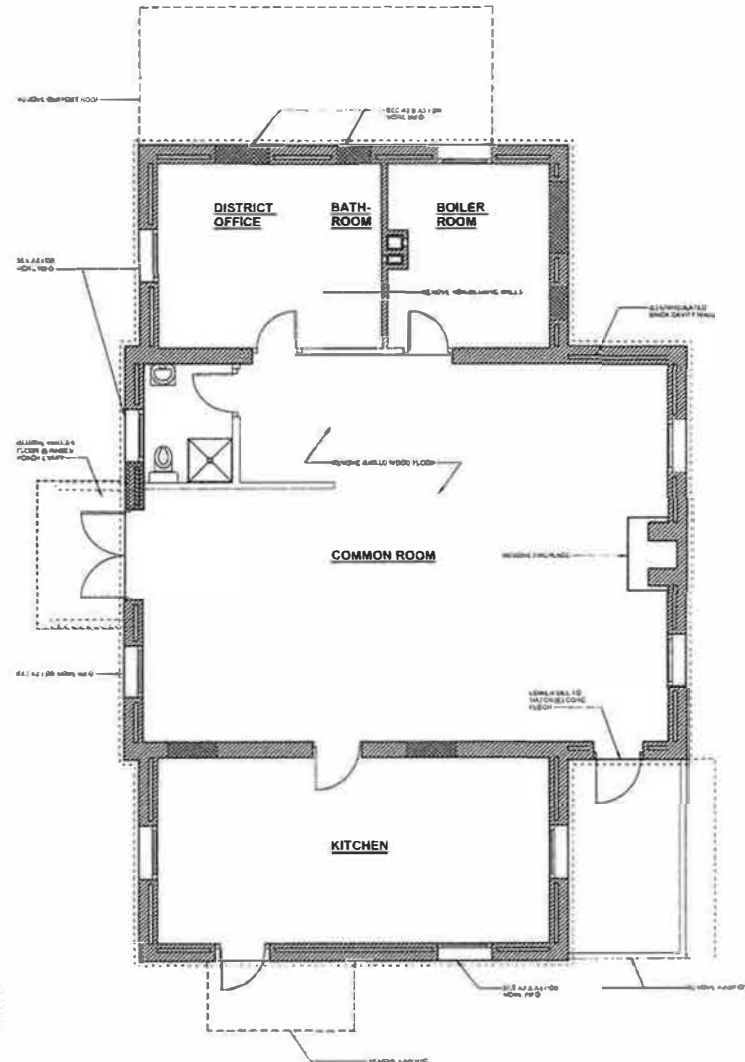


EXHIBIT B



GENERAL INFO:

APR 4150-003-023-0007
 LOT AREA: 8,712 SF (20AC)
 ZONING: R-2
 SURROUNDING USES: R-2 ALL SIDES
 FLOOR AREA: 1800 SF (NET)
 TAX DESCRIPTION:
 FORT WARD ESTATES DIV 5
 LOT 23, BLOCK 3, FORT WARD ESTATES DIVISION 5,
 AS RECORDED IN VOLUME 11 OF PLATS, PAGE 20,
 RECORDS OF KITSAP COUNTY, WASHINGTON.



SHEET SCHEDULE:

- C1 SITE PLAN
- CX SURVEY
- A1 FLOOR PLANS - EXISTING & NEW
- A2 EXISTING ELEVATIONS
- A3 PROPOSED ELEVATIONS
- A4 GENERAL ACCESSIBILITY
- A5 GENERAL NOTES - WISC 2015 COMM.
- L100 SCHEDULE & NOTES
- L101 LANDSCAPE PLAN

GENERAL NOTES:

- INSULATION:**
- FLOOR: (E) SLAB ON GRADE (NO NEW INSUL. PROPOSED)
 - WALLS: (E) BRICK CAVITY WALL (NO NEW INSUL. PROPOSED)
 - ROOF: (E) WOOD TRUSS (R-49 PROPOSED, V.I.F.)
 - WINDOWS: SINGLE GLAZED/EXISTING, U-29 DUAL GLAZED PROPOSED - SHGC
 - DOORS: SOLID WOOD, EXISTING
- ELECTRICAL:**
- (DEFERRED SUBMITTAL) CONTRACTOR SHALL V.I.F. CONDITION/ COMPLIANCE OF (E) PANEL & SYSTEM PROVIDE OCC. SENSORS @ ALL NEW LTG.
- HEATING/ COOLING:**
- WATER HEATER: W-W-SPLIT (DEFERRED SUBMITTAL)
 - INSTALL (N) ELECT. W.H. IN ATTIC.
- FIRE PROTECTION:**
- SPRINKLERS NOT REQ'D
- ACCESSIBILITY:**
- SEE A4-GENERAL ACCESSIBILITY FOR ADD'L INFO
- STRUCTURAL:**
- NO STRUCTURAL ALTERATIONS PROPOSED
- WINDOWS:**
- V.I.F. ALL REPLACEMENT WIN. REPLACE ALL EXISTING WIN. U.N.O.
- DEMOLITION/ SALVAGE:**
- V.I.F. W/OWNER (E) ITEMS TO BE REUSED IN NEW CONSTRUCTION
- KITCHEN:**
- CONTRACTOR SHALL CONFIRM APPLIANCES MEET NON-COMM. REC'S PER I.P.P. I.D.
- INTERIOR FINISHES:**
- NEW WOOD FRAME WALLS SHALL BE 5/8" TYPE "X" G.W.B. W/LEVEL 3 FINISH
- EXT. INT. DOORS:**
- SOLID CORE W/ 5 PANELS. ALL DOORS SHALL BE REPLACED U.N.O. EXIT DOORS SHALL HAVE PANIC HARDWARE. DOORS SHALL HAVE CLOSERS, EXT. DOORS SHALL HAVE SEALS @ ALL EDGES

WENZLAU ARCHITECTS
 490 MADISON AVENUE, SUITE 105
 BAINBRIDGE ISLAND, WA 98110
 206.780.6862

FORT WARD - COMMUNITY HALL

9705 EVERGREEN STREET,
 BAINBRIDGE ISLAND, WA 98110

SEWER DISTRICT SEVEN

PERMIT

PROJECT	1515	
DATE	5/19/2017	
NO.	DESCRIPTION	DATE

FLOOR PLANS - EXISTING & NEW

A1

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

RESOLUTION 2021-16

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT, KITSAP COUNTY, WASHINGTON, ADOPTING AN AMENDED CAPITAL IMPROVEMENT FUND BUDGET FOR THE FISCAL YEAR 2021.

WHEREAS, the Commissioners of the Bainbridge Island Metropolitan Park & Recreation District adopted the Capital Improvement Fund Budget for fiscal year 2021 in Resolution 2020-15 on November 19, 2020; and

WHEREAS, the aforementioned 2021 Capital Improvement Fund Budget must now be revised due to projects being carried forward from 2021 to 2022 and projects that were added out of necessity; and

WHEREAS, these revisions are included in the attached amended 2021 Capital Improvement Fund Budget,

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, that the Capital Improvement Fund Budget for the fiscal year 2021 be amended as indicated above, and that this amended budget is attached hereto as Exhibit "A", and incorporated by reference in its entirety, be and the same are hereby adopted and ratified.

PASSED by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, at a regular meeting thereof held this 16th day of December, 2021 the undersigned commissioners being present.

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

BY: _____
Dawn Janow

BY: _____
Jay C. Kinney

BY: _____
Kenneth R. DeWitt

BY: _____
John Thomas Swolgaard

ATTEST: _____
Asaph Glosser

Bainbridge Island Metro Park and Recreation District

EXHIBIT A

Capital Improvement and Deferred Maint. Plan

2021 Amended Capital Improvement Fund Budget

Projects	Funding	FY21 Original Budget	FY21 Amended - Proposed
----------	---------	----------------------------	-------------------------------

Administrative Office A&E, Planning	General Fund/Lid Lift	100,000	100,000
Aquatics Stairwell	General Fund/Lid Lift	65,000	
Aquatics Nakata (Seimens) Electrical Panel Upgrade	General Fund/Lid Lift	35,000	35,000
Aquatics Ray Electrical Panel Upgrade			10,000
Battle Point Obser. Restroom	General Fund/Lid Lift	8,000	9,500
Battle Point Pond	General Fund/Lid Lift		250,000
Battle Point Shop Roof	General Fund/Lid Lift		51,000
Boundy to ICH trail	General Fund/Lid Lift	10,000	0
District Wide Energy Improvement/Upgrades	General Fund/Lid Lift	25,000	0
Drinking Fountain-Parks	General Fund/Lid Lift	10,000	9,930
Eagle Harbor Sail Float	General Fund/Lid Lift	25,114	38,000
Fay Cabin #4	General Fund/Lid Lift	19,500	10,100
Fay Cabin #5	General Fund/Lid Lift	19,500	30,000
GFW parking improvements-expand	General Fund/Lid Lift	25,000	

Bainbridge Island Metro Park and Recreation District
 Capital Improvement and Deferred Maint.
 Plan

2021 Amended Capital Improvement Fund Budget

Projects	Funding	FY21 Original Budget	FY21 Amended - Proposed
Kids Up Renovation	General Fund/Lid Lift		100,000
Meigs trails corridor trail construction	General Fund/Lid Lift	89,500	
PickleBall courts	General Fund/Lid Lift		30,000
Pritchard Park improvements	General Fund/Lid Lift	20,000	
Roof Cleaning	General Fund/Lid Lift	8,500	8,500
Sakai Trail and Parking Construction	General Fund/Lid Lift	35,000	35,000
Trail upgrades and renovation	General Fund/Lid Lift	10,000	10,000
Tennis Court Resurface	General Fund/Lid Lift	28,000	36,000
Tennis Court Fencing	General Fund/Lid Lift	10,500	0
TOTAL GENERAL AND LID LIFT FUNDING		543,614	763,030
Battle Point Obser. Restroom	donations	8,000	8,000
Blakely Phase 2 Total	donations		9,000
Tennis Court Fencing	donations	10,500	0

Bainbridge Island Metro Park and Recreation District

Capital Improvement and Deferred Maint. Plan

2021 Amended Capital Improvement Fund Budget

Projects	Funding	FY21	FY21
		Original Budget	Amended - Proposed
Kids Up Renovation	Grant/Donations/BI Parks Foundation	400,000	400,000
Moritani Habitat	Grant/Donations/BI Parks Foundation	10,000	10,000
Hill Top	Donations		479
Pritchard	donations	100,000	0
Trails Support	Donation	20,000	20,000
Williams	Grant/Donations/BI Parks Foundation		120,000
TOTAL OTHER FUNDING		548,500	567,479
TOTAL ALL PROJECTS		1,092,114	1,330,509

CIP Resources 2021

Beginning Balance	328,000.00
General Fund Funding	196,500.00
Lid Lift Funding	347,114.00
Donations/Other	567,479.00
<hr/>	
Total Resources	1,439,093.00

Bainbridge Island Metro Park & Recreation District

Vaccination and Testing Procedure for Employees

**Volunteers will be addressed in a separate procedure.*

Objective: This procedure is designed to guide District staff in the implementation of the COVID-19 vaccination policy adopted by the Board of Commissioners on 12/2/2021 via Resolution 2021-08.

Overview of Policy:

Employees of the District are required to be vaccinated against or tested weekly for the COVID-19 virus. Employees that choose not to get vaccinated (or present proof of vaccination as detailed below) will need to present a negative COVID-19 test to the District at least once every 7 days.

Procedure: Effective December 21, 2021

PROOF OF VACCINATION

Employees must show proof of COVID-19 vaccination to their manager and allow the District to maintain a copy of the proof. This is required before the employee can begin work. Employees can email the proof to their Manager or give it directly to them. Faxing is not allowed because confidentiality cannot be guaranteed.

It is important that the Manager or their Division Director collect the vaccination record and record it so they are aware of who will need to be tested in their assigned area. Managers should keep a list of those employees that they have verified.

The Administrative Division Director will maintain the vaccination records and a master list of those that have turned in proof. The records will be kept in a secure location.

Acceptable Proof of COVID-19 Vaccination

- CDC or Doctors proof of vaccination card.
- Copies are acceptable but they must be clearly readable. If the person has a picture on their phone, the Manager will have it printed and give the copy to the Administrative Division Director.

NEW HIRES

All new employees must present proof of COVID-19 vaccination to begin work. *There is no testing option for new employees.* Documentation must be provided to the Manager and given to the Administrative Division Director for retention.

A new hire is anyone that has not worked for the District for at least three months.

Proof of vaccination will generally only be needed once, however employees must be willing to show it again if it is requested by a Manager or Division Director.

Re-hires that have already provided proof per this procedure generally will not need to show it again upon re-hire.

TESTING

The cost of testing will be the employee's responsibility. The District will charge the employee if the testing is completed by the District. Test must be completed by a qualified organization. See the CDC website for list of organizations that can give testing. Testing at home is not an option.

The District will reimburse employees that have received an exemption for the cost of testing. The employee will need to obtain approval from their Division Director before they incur any costs. Mileage and an employee's time are NOT eligible for reimbursement.

Every Wednesday, before starting work the employee should present a negative COVID-19 test to their Manager. If the District has staff and supplies available, testing may be done by qualified staff at the Aquatic Center on Wednesdays. Employees must schedule an appointment and be prepared to wait for the results. Employees may bring a test they purchased to the Aquatic Center at the scheduled time, but the taking of the test must be witnessed. The Executive Director will determine who is qualified to witness or administer the test at the District.

This day of testing may change at the discretion of the District.

Employees will not be paid for their time getting or waiting for their test results.

If testing shows a positive result, employees cannot work until they have quarantined for ten days and received a negative COVID-19 test (per this procedure). If the employee has accrued leave, they may use that leave while they are off work recovering from COVID-19.

Employees that are unwilling to get a COVID-19 test or obtain the vaccination will no longer be employed by the District. The employee will not be eligible to use accruals and any benefits will be discontinued. For payroll purposes, the employee will be treated as resigning from their job.

Employees that are having difficulty obtaining a COVID-19 test, will not be paid for time off work, but may use accrued leave for up to three days, while attempting to obtain a test. This option is only available up to two times per calendar year per employee. It is imperative that the employee plan accordingly so they can work their scheduled hours. Employees that habitually do not have their testing done on time may be terminated.

EXEMPTIONS

Exemptions may be allowed for medical or religious reasons. Employees should complete the exemption form and turn it into the Executive Director. A Review Committee will be established to review and make recommendations to the Executive Director. The Executive Director has final approval authority. If approval is not given, the employee must either obtain a vaccination or follow the testing schedule.

If approval is given, the employee must follow the testing procedures.

EMPLOYEE RESPONSIBILITIES

It is the employee's responsibility to know and understand the procedures and the deadlines established by the District.

Managers must read the policy and procedures and fully understand their responsibilities. Managers are responsible for informing their employees on this procedure and any updates associated with it.

Approved by the Executive Director on 12/08/2021 Updated 12/9/2021

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

RESOLUTION 2021-17

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT,
KITSAP COUNTY, WASHINGTON, IN HONOR OF ASAPH GLOSSER, PARK
BOARD COMMISSIONER.**

WHEREAS, Asaph Glosser has served as an appointed Commissioner for the Bainbridge Island Metropolitan Park & Recreation District from July 15, 2021 and will continue through December 31, 2021; and

WHEREAS, in his capacity as Commissioner he brought an innovative and refreshing perspective to the Board; and

WHEREAS, through his discussions with fellow board members, community members, and staff, he demonstrated an ability to be thorough, astute, patient, and flexible; and

WHEREAS, he will be particularly remembered for his thoughtfulness and commitment to the Park District's mission; and

WHEREAS, he will be fondly remembered for his eloquence in discussion and his ability to listen carefully and then summarize information so that everyone was on the same page,

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, that Asaph Glosser be commended and acknowledged for his service to the citizens of Bainbridge Island and to its Park District.

PASSED by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, WA, at a regular meeting thereof held this 16th day of December, 2021, the undersigned commissioners being present.

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

BY: _____
Dawn Janow

BY: _____
Jay C. Kinney

BY: _____
Kenneth R. DeWitt

BY: _____
John Thomas Swolgaard

ATTEST: _____
Asaph Glosser