

AGENDA

Bainbridge Island Metropolitan Park & Recreation District Regular Board Meeting 6:00 pm Thursday – July 20, 2023

Bainbridge Island Recreation Center
11700 Meadowmeer Circle NE
Bainbridge Is, WA 98110
206-842-5661

Remote access options for board meetings available at www.biparks.org.

10. CALL TO ORDER

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

20. PUBLIC COMMENTS

30. BOARD CONSENT

- 30.1** Minutes: Regular Board Meeting of June 15, 2023
- 30.2** Financial: Approval of vouchers and payroll.

40. GENERAL BUSINESS

- 40.1** Waypoint Woods Concept Plan Hamlin (10 min)
Action: Motion to approve.
- 40.2** Master Trail Agreement with Bainbridge Island Parks & Trails Foundation Hamlin (10 min)
Action: Motion to approve.
- 40.3** Sail Float Sublease and Interlocal Agreement Keough (10 min)
Action: Information only.

50. STAFF REPORT

60. UPCOMING MEETINGS

08/03/23	Regular Board Meeting	6 pm	Bainbridge Island Recreation Center
08/17/23	Regular Board Meeting	6 pm	Bainbridge Island Recreation Center
09/07/23	Regular Board Meeting	6 pm	Bainbridge Island Recreation Center
09/21/23	Regular Board Meeting	6 pm	Bainbridge Island Recreation Center
10/05/23	Regular Board Meeting	6 pm	Bainbridge Island Recreation Center

70. BOARD MEMBER REMARKS

80. ADJOURNMENT

90. ADJOURN TO EXECUTIVE SESSION IF NEEDED

100. EXECUTIVE SESSION

110. RECONVENE TO REGULAR SESSION

120. ADJOURNMENT

Board Committees

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

2023 Board Representatives

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

Board Liaisons

Park District Committees:
Trails Advisory Committee
Dog Advisory Committee

Goodlin/DeWitt
Kinney/Janow

Community/Public Agencies:
Bainbridge Island Parks & Trails Foundation
Intergovernmental Work Group (IGWG)
Bainbridge Island School District
City of Bainbridge Island

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

**BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT
REGULAR BOARD MEETING June 15, 2023
BAINBRIDGE ISLAND RECREATION CENTER**

CALL TO ORDER: A quorum being present, the meeting was called to order at 6:01 pm by Chair Kinney.

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

CONFLICT OF INTEREST DISCLOSURE: Commissioner Kinney said that he plays pickleball and he will recuse himself if there is a vote on agenda item 40.1, Presentation Regarding Tennis and Pickleball Court Locations.

MISSION STATEMENT: Chair Kinney 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.

BOARD CONSENT

APPROVAL OF MINUTES:

Upon hearing there were no corrections to the minutes of the June 1, 2023 regular board meeting, Chair Kinney stated the minutes stand approved as submitted.

APPROVAL OF PAYMENTS: MSC: Janow/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
05/18/23	001 General Fund 300 Capital Improvement Fund	25604-25673	54,900.78	05/18/23
05/22/23	001 General Fund	25674-25688	37,737.27	05/22/23
05/26/23	001 General Fund 300 Capital Improvement Fund	25689-25759	54,096.25	05/26/23

GENERAL BUSINESS

PRESENTATION REGARDING TENNIS AND PICKLEBALL COURT LOCATIONS: Park Services Division Director Dan Hamlin said in 2008 the Bainbridge Community Tennis Association approached the board with a request for 4-6 additional tennis courts at Battle Point Park. They were directed by the board to develop more of a plan. The board also expressed a concern regarding preparations for a master plan update for Battle Point Park. In 2009 BCTA proposed three additional tennis courts. The board decided to wait for the Battle Point Park master plan to be updated and encouraged BCTA to work with the Bainbridge Island School District and to participate in the master plan update process. In 2010 the master plan update process concluded and the BCTA proposal was reduced to two additional tennis courts at Battle Point Park. The board passed a motion to wait to add anything at Battle Point Park until it was decided if the maintenance facility would remain in the park or not. Outdoor public tennis court availability was impacted in 2015 when the School District closed the high school campus during school hours, a policy which the Park District supports. There have been conversations about making the tennis courts available to the public during school hours because they are fenced, but there has been no change in policy. In 2016 pickleball got a footprint on the tennis courts at Battle Point Park, impacting the availability of those courts for tennis. Tennis expressed concern about the pickleball lines at that time as well as the condition of the courts and the lack of courts. There was a claim that the tennis courts were heavily used and not available when people showed up to play. Staff did a condition assessment and determined they were safe for functional play, although they have been resurfaced a

couple of times since then. A use study was conducted by staff that found at the time that the courts were used for tennis 42 out of 308 available hours between 9:00 am and 8:00 pm. Both courts were occupied by tennis players for four of the 308 hours. Therefore, it was determined at that time that there was no need for additional tennis courts. In 2016 tennis courts made the top ten list for potential uses for Sakai Park. Tennis courts were also noted as a possibility for Sakai Park in the Park District's 2020 comprehensive plan.

The big impact on the shared tennis courts at Battle Point Park has been the growth of pickleball. The pickleball group approached the Park District in 2017 with a plan for three additional pickleball courts. They were directed to contact BCTA to see if they could collaborate. In 2018 the pickleball groups reported that tennis was not interested in working with them. Tennis was also continuing to build an interest in having tennis courts at Sakai Park. In 2019 pickleball use on the shared tennis courts had increased to a point where staff saw evidence that pickleball was impacting the ability for tennis players to use the courts. The pickleball group requested to convert the Battle Point Park shared tennis courts to pickleball courts. Staff suggested a solution by offering to build two tennis courts at Strawberry Hill Park in addition to the one already there so that there would be a total of three tennis courts together. At that time BCTA said they wanted to maintain the use of the shared tennis courts at Battle Point Park and continue to work towards building tennis courts at Sakai Park. In 2019 staff conducted another use study which showed that tennis use was consistent with the original study in 2016 while there was a large increase in pickleball use with courts being used by pickleball more than 40% of the available hours which was more than double the use by tennis. Staff recommended working with the pickleball group to build dedicated pickleball courts at Battle Point Park. In 2020 six pickleball courts were built at Battle Point Park.

The tennis courts at Battle Point Park have remained multi-use with tennis having priority. Since 2021 BCTA officially requested tennis courts be built at Sakai Park and the Bainbridge Island Recreation Center was purchased by the Park District. The Strawberry Hill Park concept plan was also completed which determined that on the existing footprint, building tennis courts would require the removal of many high value trees and impact parking needs. A study was conducted that found that tennis courts would be appropriate at Battle Point Park, Sakai Park, and Strawberry Hill Park. Since that time Strawberry Hill Park has been removed from the list due to the need to remove high value trees to build multiple courts. There is a need to limit additional impervious surface at Battle Point Park due to stormwater concerns. It was recently decided by the board to build two tennis courts at Sakai Park which helps the Park District meet the Recreation and Conservation Office's grant conditions and staff believes it is the best location for two new tennis courts at this time. The School District's restrictions and pickleball use have impacted the hours for tennis on outdoor public courts. While pickleball play has increased exponentially and tennis play has remained consistent, conflicts on the shared tennis courts have increased. There is an issue because both user groups want to play on the courts at the same time and a solution is needed. A no net loss scenario for tennis courts is a priority for the Park District.

Commissioner Janow said the courts at Sakai Park will be dedicated for tennis and will not be multipurpose. Commissioner DeWitt asked about the status for permitting and planning those courts. Dan Hamlin said staff has had communication with the City of Bainbridge Island and the request for qualifications will be launched soon for a stormwater engineer which is the first step to getting the permitting started. Commissioner Swolgaard asked Dan Hamlin to elaborate on the stormwater management issues at Battle Point Park. Dan Hamlin said when the six pickleball courts were built staff utilized the south pond for stormwater and staff oversized the capacity of it at that time. However, since then the neighbors south of the park have had stormwater issues due to the heavier winter rains that have been happening. The City of Bainbridge Island has made the Park District aware that if Battle Point Park goes through a review process for additional impervious surface that they will be looking for more expensive stormwater solutions. Commissioner Swolgaard asked what the price range for the solutions would be. Dan Hamlin said the Park District would have to keep the water on site. The cost for the stormwater management plan for Strawberry Hill Park is in the hundreds of thousands. Commissioner Janow asked about parking at

Battle Point Park during peak racquet sport hours. Dan Hamlin said parking is at a premium and staff have put in an overflow parking area and there are some ideas to increase parking. Commissioner DeWitt asked if permanent parking at Battle Point Park would open stormwater management issues as well. Dan Hamlin said if permanent parking was installed it would trigger stormwater management.

Paul Sullivan, Bainbridge Community Tennis Association board president, spoke in support of maintaining the status of the shared tennis courts at Battle Point Park.

Charles Hanlon spoke in support of maintaining the status of the shared tennis courts at Battle Point Park.

Harvey Gilbert spoke in support of an online court reservation system.

Melissa Bang-Knudsen spoke in support of turning over the shared tennis courts at Battle Point Park to pickleball on July 1.

Steve Jensen spoke in support of converting the shared tennis courts at Battle Point Park into pickleball only courts.

Krysta Barton spoke in support of more space for pickleball on Bainbridge Island.

Clay Roberts spoke in support of more quality pickleball courts.

John Shae spoke in support of converting the shared tennis courts at Battle Point Park into pickleball courts.

Dawn Snider spoke in support of maintaining the shared tennis courts at Battle Point Park, at least until the tennis courts are built at Sakai Park.

Loanne Harmeling spoke in support of tennis.

Susan Oblak spoke in support of maintaining the status of the shared tennis courts at Battle Point Park.

Edith Cobourn spoke in support of maintaining the status of the shared tennis courts at Battle Point Park.

Kathleen Dassel spoke in support of maintaining the status of the shared tennis courts at Battle Point Park.

Erin Phillips spoke in support of sport specific sites and in support of pickleball.

Jennifer Friedrichwood spoke in support of maintaining the status of the shared tennis courts at Battle Point Park.

Youth George Vaughan spoke in support of pickleball.

Bill Walker spoke in support of painting pickleball lines and putting pickleball nets on all the tennis courts on the island.

David Starkman spoke in support of pickleball.

Mark Mumm spoke in support of pickleball court access.

Pete Prekeges spoke in support of tennis courts.

Youth Briar Grappone spoke in support of tennis courts.

Scott Bailey spoke in support of recreational opportunities for both tennis and pickleball.

Therese Caouette spoke in support of pickleball.

Paul Simpson spoke in support of tennis.

Connie Ballou spoke in support of building additional tennis courts at Battle Point Park instead of Sakai Park.

Marc Garcia spoke in support of maintaining the status of the shared tennis courts at Battle Point Park.

Lise Newman spoke in support of turning the shared tennis courts over to pickleball by July 1.

Nancy Nolan said the board got rid of the two tennis courts at Waterfront Park and spoke in support of tennis courts.

Commissioner Swolgaard said the Park District did not remove the tennis courts at Waterfront Park that was the City of Bainbridge Island. He thinks that the community needs to work together and make the court situation work for everyone.

MSC: Swolgaard/Janow: Motion to form a committee under the direction of staff with a member or two of the board as ad hoc to try to work out the issues to try to get them resolved. Commissioner Kinney abstained. Commissioner Janow thanked everyone for spending time with the board making public comments. She thinks a lot of good ideas have come out of this and wants to see everyone work together as neighbors. She would like to see the board turn the issue back over to staff. Commissioner DeWitt said he has a concern about turning over the shared tennis courts to pickleball right away. He does not think it is fair to tennis. Once the new tennis courts are built, he may have a different approach. It will take time for permitting and construction of the two tennis courts at Sakai Park. He thinks there is a great opportunity for pickleball to participate in the Bainbridge Cup and he understands the growth of pickleball and that needs to be accommodated for as well. Commissioner Kinney said this seems like an operational issue which should be turned over to staff to decide. He knows that the staff have been living with the pickleball/tennis issue for fifteen years. **MSC: Janow/DeWitt: Motion to supersede the previous motion to direct Executive Director Terry Lande to meet with two representatives from pickleball and two representatives from tennis and staff to resolve the issue regarding shared courts at Battle Point Park.**

Commissioner Kinney abstained. Commissioner Swolgaard asked Commissioner Janow about her concern with board members being on the committee. Commissioner Janow said that she believes it is a programming issue and that usually goes to staff and that it is not an issue that the board should necessarily be involved in. Commissioner Kinney said there is clearly a problem with Battle Point Park, it is not easy to build a lot of extra courts because it is crowded. There are parking issues, and any more impervious surfaces will create a major problem with stormwater which will be very expensive to manage. A few years ago, the problem was temporarily solved when no courts were taken away from tennis and six new pickleball courts were built. Pickleball is really growing but nobody wants to reduce the number of tennis courts. It is a very tough issue and clearly no decision will be made tonight. He asked for patience and understanding as it is not an easy issue to settle and thanked everyone for coming.

MEETING ADJOURNED to a ten-minute recess at 7:51 pm with announced time to reconvene at 8:01 pm. **MEETING RECONVENED** at 8:01 pm.

STEMPER ARCHITECTURE COLLABORATIVE UPDATE ON RAY WILLIAMSON POOL RENOVATION: Park Services Superintendent David Harry introduced Stemper Architecture Collaborative President Melody Leung and Project Manager Lalo Bello. They were hired to do the initial condition assessment, cost estimate, and to put together a preliminary schedule. Melody Leung said the comprehensive condition assessment was submitted to the Park District previously along with a general costing of the 16 critical items that need to be addressed for the Ray Williamson pool to remain open and to extend the life of systems that are in danger of shutting down and failing at an unknown point. After the 16 critical items were identified and approved, a construction schedule was developed. Costs may rise due to the current construction situation. Lalo Bello said the construction schedule is focused on 16 critical tasks. The strategy is to time the construction for the period of the year when the outdoor pool at Bainbridge Island Recreation Center is available. Pool closure is inevitable, and the schedule will be revised once a contractor is on board. The goal is to have construction start in the spring and go through late fall. Starting construction in spring of 2024 would require an aggressive schedule for design and permitting would have to go smoothly. Melody Leung said the schedule was specifically designed around the programming of the Ray Williamson pool. It is an idealistic compressed schedule, and it cannot be a committed schedule because there are some elements such as discovered conditions that are out of Stemper's control. These unforeseen elements are fully expected to come up in a 1970's pool renovation. It is critical that Stemper can move forward with the design work and coordinating so that permitting can be done as soon as possible. The design phase will allow Stemper to determine a more exact

construction cost. Commissioner Kinney asked if all the tasks will be done as concurrently as possible. Lalo Bello said that would be ideal, but it is going to depend on the contractor. Melody Leung said that during the design phase Stemper can put in special conditions for critical periods and schedules that are important to programming. When work with a general contractor begins critical path items and long lead items will be noted up front so that they can determine how their crew can come together to meet the schedule. Commissioner Janow asked if Stemper has had success with other projects working on an expedited timeline. Melody Leung said with some of the public pools that they have had experience with in Seattle conditions were discovered that did put the timeline behind schedule, but they will work with the contractor to ensure that work does not stop. Lalo Bello said that some of the pools had delays but some of the pools reopened sooner than expected. Commissioner Swolgaard asked how an eight-month shut down of the pool will work with programming. Executive Director Terry Lande said staff did identify the period when there will be the least impact on programming. However, it will still have a large impact and staff are working to see how the Don Nakata pool and the BIRC pool can help alleviate that. The alternative is to continue using it until it breaks down. Commissioner Swolgaard said he appreciates that Stemper tried to get as many tasks scheduled in the same period as possible.

CONTRACT WITH STEMPEL ARCHITECTURE COLLABORATIVE: Senior Planner Matthew Keough said the Park District hired the expertise of Stemper Architecture Collaborative to do a full conditions report and facility investigation. They have positioned themselves and the Park District well for the best results possible. There is a lot of confidence in their work and their understanding of the Ray Williamson pool conditions. They went through the risk assessment and cost estimates and presented them to staff. When the request for qualifications went out in April of 2022 it spoke to needing a firm that could take the project through design and more. Stemper has proven to the Park District that they are well positioned to be able to continue the work. Before the board is an amendment to an existing contract to be able to move the project forward through design, construction administration, and oversight of the project. It is a large amendment and a large moment. With the additional work ahead of Stemper and the original \$111,000 contract, the amended total contract will come to \$591,000. The project schedule is aggressive through construction to minimize closures and get the project ahead of failure of systems and it takes a team at this contract rate based on construction costs for a big project. Staff recommend the contract amendment. **MSC: Janow/Swolgaard: Motion to approve the second amendment for professional services with Stempel Architecture Collaborative.** Commissioner Janow thanked everyone for their due diligence and work on this and said there is some community concern about the time the pool will be closed but staff understand that. She is committed to making this project work and getting the community a pool that will last for the next twenty years. Commissioner Swolgaard emphasized making every effort to get the construction done as quickly as possible.

RESOLUTION 2023-05: REPEALING RESOLUTION 2022-08 REGARDING COVID-19 POLICY FOR EMPLOYEES AND

VOLUNTEERS: Executive Director Terry Lande said that to repeal a previous resolution, a resolution is required. The intent is to keep the Park District up to date with Washington State and the federal government regarding retreating on the COVID-19 requirements. **MSC: Janow/DeWitt: Motion to pass Resolution 2023-05 a resolution of the board of commissioners regarding the employee and volunteer COVID-19 policy.**

EXECUTIVE DIRECTOR TERRY LANDE'S VACATION LEAVE: Commissioner Kinney said when Executive Director Terry Lande was on vacation recently, he spent a lot of time basically working remotely. It is unfair to give him vacation leave and then have him spend up to six hours a day on the phone while he is with his family. **MSC: DeWitt/Janow: Move to restore two weeks of Executive Director Terry Lande's vacation.** Commissioner Swolgaard said he appreciates Terry Lande and everything he does for the Park District. Commissioner DeWitt said it is important to restore a good part of that vacation time.

STAFF REPORT

Park Services Division: Park Services Superintendent David Harry said that the Pritchard Park memorial bench project is well on its way but is getting held up by supply chain issues. Park Services Division Director Dan Hamlin said the Williams-Olson Park permit has been received. Permits have been submitted for the Fort Ward Parade Grounds playground.

Recreation Division: Recreation Superintendent Bryan Garoutte said the fall catalog will be online July 17 and the first day of registration will be Saturday, August 12. Boaters Fair was last weekend. The Fort Ward Community Hall grand opening is this Saturday at 10:00 am. New Aquatic Program Administrator Jenette Reneau has started.

BOARD MEMBER REMARKS:

- Commissioner Swolgaard asked if the Park District will have a float in the 4th of July parade. Recreation Superintendent Bryan Garoutte said yes.
- Commissioner Swolgaard said he took three of his youngest grandsons on a hike to the Kindred Spirit Mailbox.
- Commissioner Swolgaard asked about the status of lifeguard staffing levels. Recreation Superintendent Bryan Garoutte said the Park District's lifeguard staff level is good and there is a class going on right now to train eight lifeguards.
- Commissioner DeWitt said the Great Ferry Race was Sunday.
- Commissioner DeWitt said he attended a Trails Advisory Committee meeting on Monday.
- Commissioner Kinney read Commissioner Goodlin's comments into the record:
 1. Following the Stemper Architectural Collaborative presentation at the regular board meeting on February 16, 2023, members of our board requested that staff provide a prioritization of Stemper's 15 critical scope items for the Ray Williamson Pool to identify those that most urgently need to be addressed to avoid a shutdown through mechanical failures. Identifying priorities would aid our decisions on which scope items are essential to address now and which may be considered for implementation at a later date.
 2. I believe the schedule circulated in our current packet, which shows a 9-month shutdown for Ray Williamson Pool repairs, is untenable to most Parks and school sports and training programs at the Aquatic Center. If we can select specific repair items from a priorities list to complete in the upcoming year, then it should be possible to shorten the planned shutdown.
 3. Our board requested staff at the regular board meeting on June 1, 2023, to proceed with a community survey that will gauge public support for larger capital projects, with results anticipated this fall. Wouldn't the results of the survey help our board to consider the appropriate balance between expenditures to repair the Ray Williamson Pool and the potential investment in a larger replacement pool? If so, then waiting on existing pool non-urgent repairs seems well advised.
- Commissioner Janow said she attended the Bainbridge Island Parks & Trails Foundation meeting on June 6.
- Commissioner Janow attended the Dog Advisory Committee meeting on Monday.
- Commissioner Janow said the Walks with the Commissioners program was rescheduled for June 25.
- Commissioner Janow said she will be at the Park District booth at the Farmers' Market this Saturday.

MEETING ADJOURNED at 8:41 pm.

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

BY: _____
Jay C. Kinney

BY: _____
John Thomas Swolgaard

BY: _____
Dawn Janow

BY: _____
Kenneth R. DeWitt

ATTEST: _____
Tom Goodlin

DRAFT



PRELIMINARY DESIGN

WAYPOINT WOODS

01 CONTEXT MAP

WAYPOINT WOODS



Waypoint Woods is a public-private project initiated by the Bainbridge Island Parks Foundation (BIPF) to create and restore a neglected (3.5 acre) forested parcel adjacent to Waypoint Park, the WSF terminal, Olympic Drive/Highway 305, downtown Winslow, Waterfront Park, and an active working waterfront.

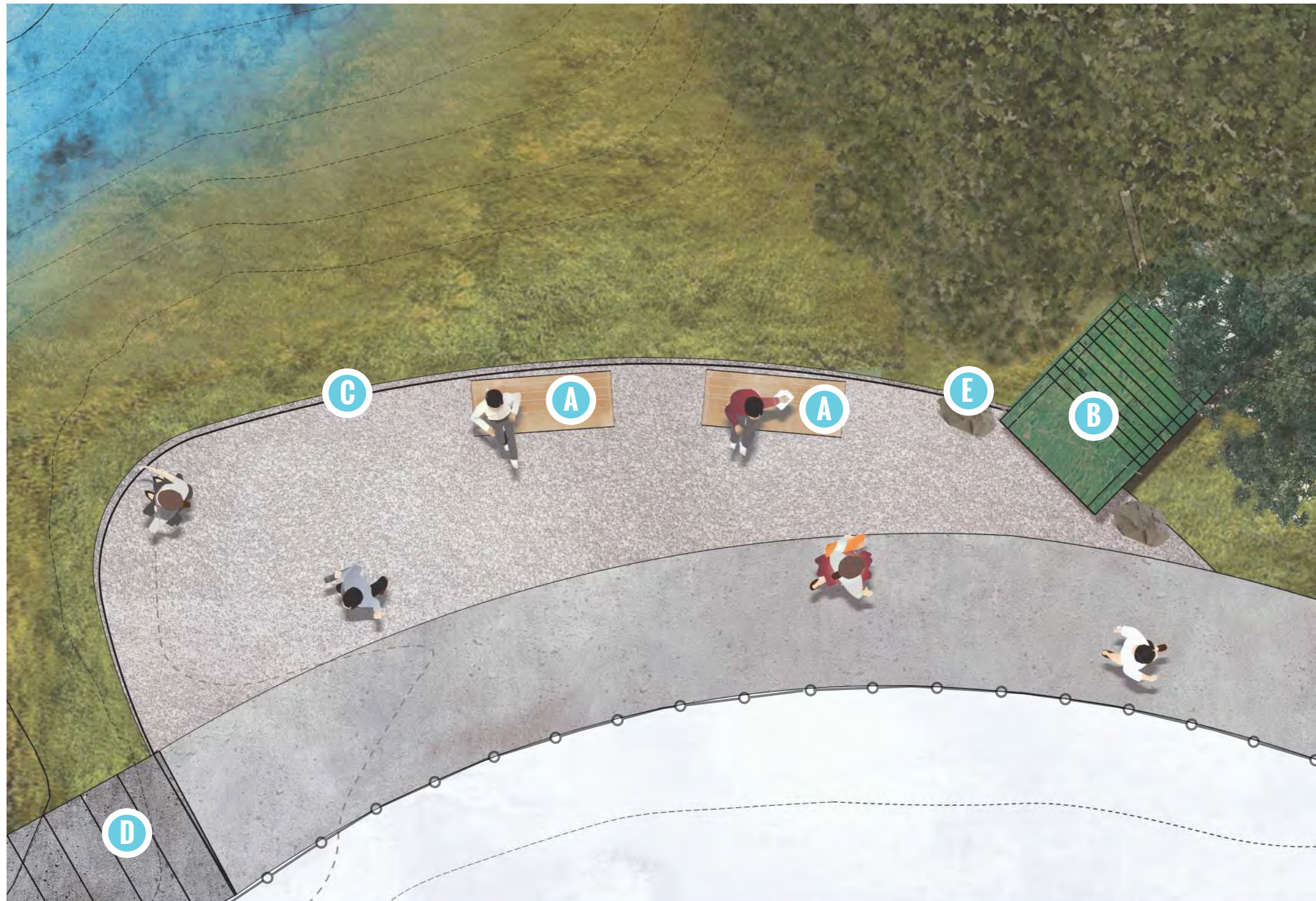
In 2016 BIPF facilitated a 20-year lease agreement between Washington State Ferries (WSF) and the Bainbridge Island Metropolitan Park & Recreation District (BIMPRD) to create a trail system and restore the natural beauty and ecological health of this place. Initial cleanup and trail improvements introduced the concept of Waypoint Woods to the community. This project is the next step in the grand vision of the development of this place into a gateway park for downtown Winslow.

With a restored native forest ecosystem, interpretive signage, views over Eagle Harbor and Winslow Ravine, and a connected trail system, Waypoint Woods will speak of the people, place and culture of Bainbridge Island.

A THE OVERLOOK **B** THE TRAILHEAD ● FUTURE SITES

02 THE OVERLOOK

WAYPOINT WOODS



- A** BENCHES
- B** STAIRCASE
- C** GUARDRAIL
- D** BRIDGE
- E** BOULDER SIGNAGE



PROPOSED PLANT PALETTE:
MAHONIA, PICKLEWEED, KINNIKINNICK

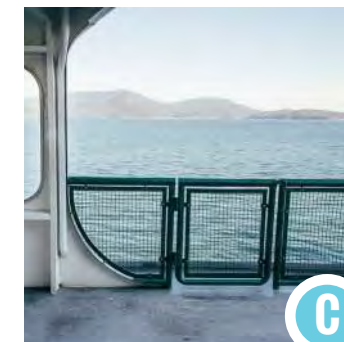
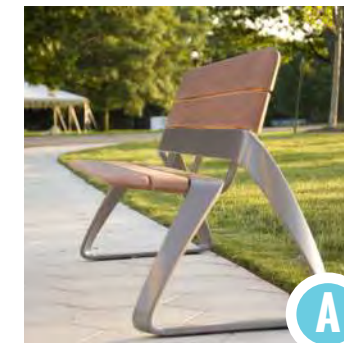
Adjacent to the Winslow Ravine, the Overlook area is a respite for travelers, wildlife viewing, and a great potential entry point into Waypoint Woods. This project proposes to add seating, improved walking surfaces, a new guardrail, and a metal stair way to connection the waterfront trail to Waypoint Woods trails system.

03 THE OVERLOOK

WAYPOINT WOODS

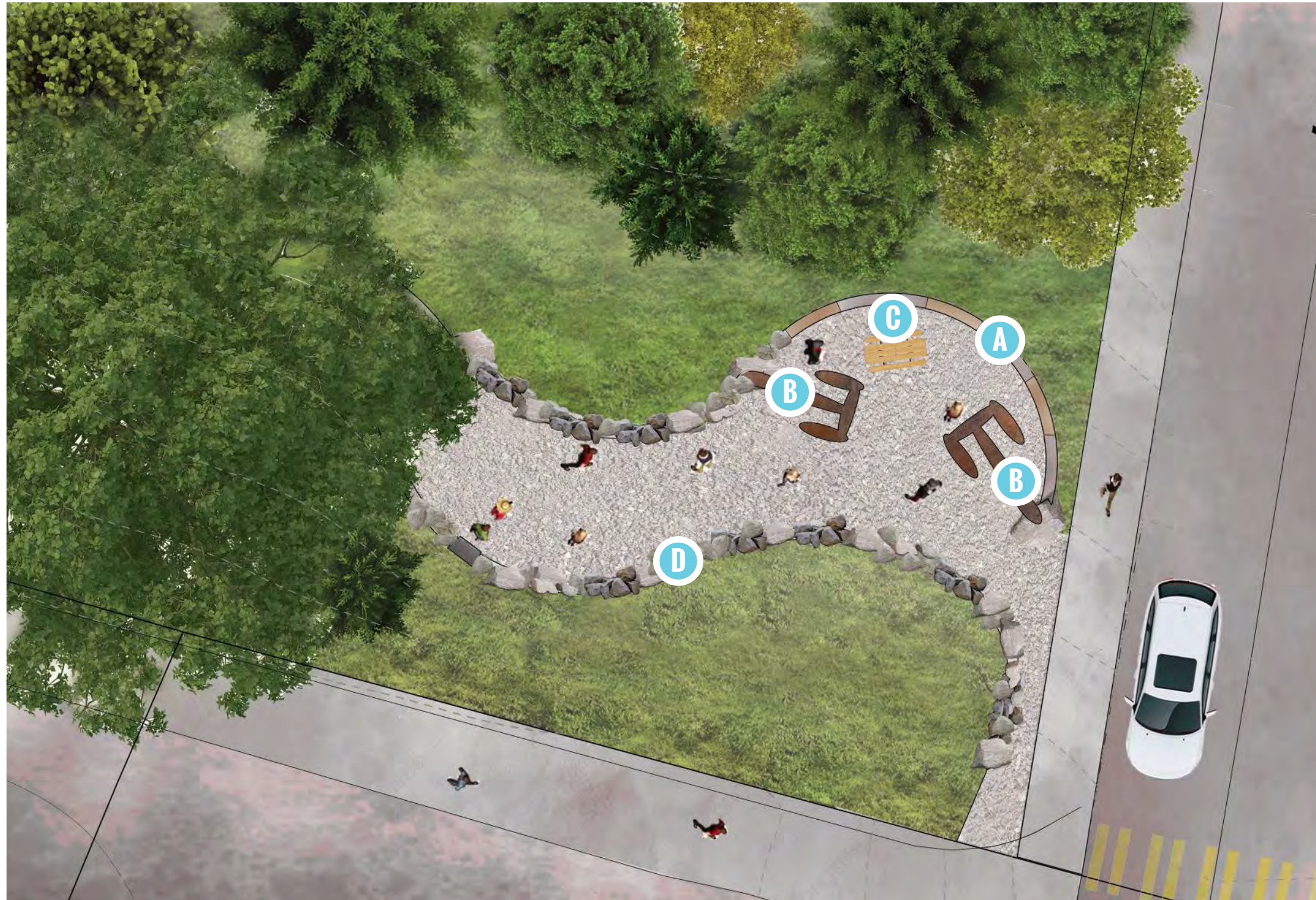


- A** BENCHES
- B** STAIRCASE
- C** GUARDRAIL
- D** BRIDGE
- E** BOULDER SIGNAGE

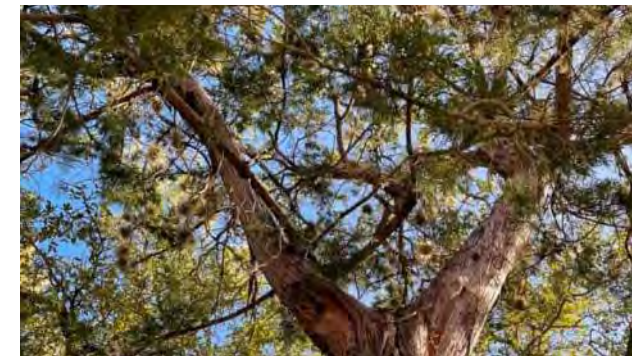


04 THE TRAILHEAD

WAYPOINT WOODS



- A SEAT WALL**
- B ANCHOR**
- C PICNIC TABLE**
- D RETAINING WALL**

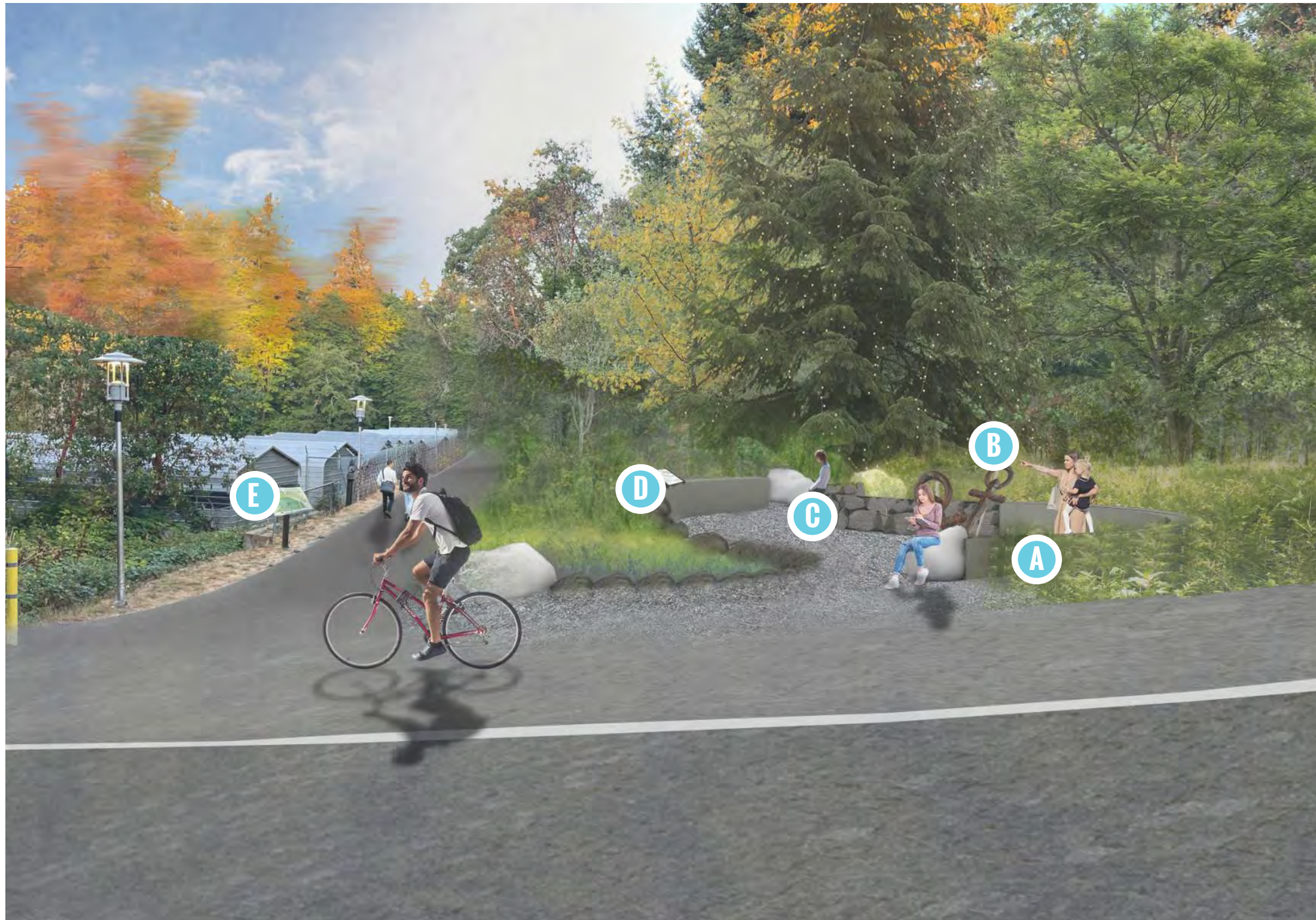


The Waypoint Woods Trailhead area is a magical place that is nestled amongst the busy hustle and bustle. The proposed improvement for the Trailhead area include, removal of a portion of the chain link fence along the waterfront trail, terracing site walls, improved walking surface, relocated historic ships anchors, and seating/picnic areas.

EXISTING PLANT PALETTE:
CEDAR, PACIFIC MADRONE, GRAND FIR

05 THE TRAILHEAD

WAYPOINT WOODS



- A SEAT WALL**
- B ANCHOR**
- C PICNIC TABLE**
- D RETAINING WALL**
- E WAYFINDING SIGNAGE**



**MASTER TRAIL PROJECTS AGREEMENT
BETWEEN
BAINBRIDGE ISLAND PARKS & TRAILS FOUNDATION
AND
BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT**

This Master Trails Agreement (this “Agreement”) is entered into by and between Bainbridge Island Parks & Trails Foundation, a Washington nonprofit corporation (the “Foundation”) and Bainbridge Island Metropolitan Park & Recreation District, a Washington state municipal corporation (the “District”). The Foundation and the District are each a “Party” and collectively the “Parties.”

RECITALS

A. The District is a political subdivision of the State of Washington organized and operated pursuant to RCW 36.69.101 for the purpose of providing leisure time activities and facilities and recreational facilities of a nonprofit nature as a public service to the residents of Bainbridge Island. The District’s current comprehensive plan provides that the District “will be responsible for the planning, development, operation, and maintenance of recreational trails.”

B. The Foundation is organized and operated for the charitable purposes of improving parks, trails and recreational facilities, and expanding recreational activities, on Bainbridge Island.

C. Until the present, the District and the Foundation have worked cooperatively through an informal process to acquire trail easements from private landowners. In general, the Foundation, through its Trails Committee, would negotiate and secure trail easements and later transfer them to the District, sometimes without monetary consideration, sometimes at a cost that reflected some or all of the out-of-pocket expenses incurred by the Foundation in acquiring the easement, and sometimes at a cost that reflected not only acquisition expenses but also some or all of the expenses incurred by the Foundation in building the trail itself and improvements such as bridges.

D. The Parties foresee that it may be desirable in the future, in some cases, for the Foundation to carry out some or all of the trail construction work before transferring the easement to the District. In some of such cases the Parties may agree that the consideration to be paid for transfer of the easement will include, in addition to the acquisition costs of the easement, some or all the costs of trail development and construction.

E. Because of the complexity, cost and risk of trail development and construction, the Parties believe that each would be better served by a more structured process to facilitate the acquisition and transfer of trail easements, particularly where the Foundation is to undertake some or all of the trail permitting and construction prior to transfer of the easement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained in this Agreement, the Parties agree follows:

1. ACQUISITION OF TRAIL EASEMENTS.

- 1.1. District Approval of Proposed Trails. From time to time, the Foundation may submit to the District one or more proposed trails or trail connections together with maps depicting the approximate trail routes (each a “Proposed Trail”). To facilitate discussion of the Proposed Trails, the Foundation will notify the District of the current estimate of the acquisition expenses it expects to incur in connection with acquiring an easement for a Proposed Trail, including without limitation, the price it expects to pay for the easement, the cost of any survey that may be necessary to locate the trail route in connection with finalizing the easement, and any recording fees and excise taxes it would likely incur (the “Estimated Acquisition Expenses”) and will update this notification when new information is obtained. From time to time, after discussions between District and the Foundation, the District will notify the Foundation as to any one, or more, of the Proposed Trails the acquisition of an easement for which the District has determined to be in the best interests of the District and the public. After such notification has been given with respect to a Proposed Trail, it shall be designated as an “Approved Trail.” Because time is often of the essence when acquiring an easement, the Parties will proceed with the approval process as promptly as reasonably possible.
- 1.2. Acquisition of Trail Easements for Approved Trails by the Foundation. The Foundation may, but is not obligated to, pursue acquisition of a trail easement for any Approved Trail. This Agreement does not preclude the Foundation from obtaining easements for other trails. During the acquisition process the Parties will coordinate with each other and when an easement for an Approved Trail is near acquisition, they will determine the trail standards required for the property involved, including route alignment (i.e., with flagging on the ground and sketches or diagrams), width, composition, and type of construction of the trail to be built in the easement. The Foundation shall not proceed with acquisition of an easement for an Approved Trail unless the District has notified it that (i) a trail satisfactory to the District can be constructed in the easement and (ii) if acquired by the Foundation, the District will accept transfer of the easement at a cost not to exceed the Estimated Acquisition Expenses in effect for the trail when it became an Approved Trail, or such other cost agreed to by the Parties.
- 1.3. Transfer Before Permitting and Construction. Easements for Approved Trails shall be transferred to the District pursuant to Section 3 after acquisition by the Foundation, unless the Parties have agreed to a later time for transfer either under Section 2 below or for other reasons.

2. PERMITTING AND CONSTRUCTION OF TRAILS

- 2.1. Collaborative Process. The Parties may discuss the process and timing of the permitting and construction of Approved Trails at any time, and from time to time, and as provided in Section 2.2 may agree that after acquisition of an easement for an Approved Trail, some or all of the tasks of obtaining the required permits, or of constructing some or all of the trail, can be best carried out by the Foundation, giving consideration to such things as how soon opening of the trail is desired, the availability of necessary staff, and the availability and timing of sources of funding. These discussions will include obtaining estimates of various costs anticipated to be incurred by the Foundation in connection with obtaining permits or constructing the trail, including where applicable the cost of consulting or other professional services, the amount of construction contractor bids, and other expenses. If it is agreed that the Foundation is to pursue any permits or carry out any construction, then upon later transfer of the easement to the District, the cost of such transfer, in addition to the Estimate Acquisition Costs, will include such permitting or construction costs actually incurred by the Foundation not to exceed such estimates. If, at any time after acquisition of an easement for an Approved Trail, the Foundation has not agreed that the Foundation will pursue or continue to pursue additional permits or carry out construction, then the easement in question will be transferred to the District pursuant to Section 3. Otherwise, permitting, construction and transfer of the easement shall proceed as provided below in this section.
- 2.2. Trail Permits. As used herein, “Trail Permits” means the Land Use permit to build the trail and any related permits that may be required such as grading and fill permits, drainage permits, etc., but not permits to construct physical features like boardwalks and bridges. After discussion as described in Section 2.1 of estimated costs anticipated to be incurred by the Foundation, if the Foundation and the District have so agreed, the District will confirm the agreement in a notice to the Foundation after which the Foundation will pursue Trail Permits.
- 2.3. Building Permits. As used herein, “Building Permits” means any permits required to construct physical structures such as boardwalks and bridges. After discussion as described in Section 2.1 of estimated costs anticipated to be incurred by the Foundation, if the Foundation and the District have so agreed, the District will confirm the agreement in a notice to the Foundation after which the Foundation will pursue Construction Permits.
- 2.4. Construction of Approved Trails. When necessary permits for some or all of the construction have been obtained by the Foundation, and after discussion as described in Section 2.1 of estimated costs anticipated to be incurred by the Foundation in connection with construction of the trail, if the Foundation and the District have agreed that the Foundation will carry out some or all of the construction then the District will notify the

Foundation to proceed with construction of the trail. It is understood that some aspects of the construction may be better served through construction by the District, such as boardwalks, wetland crossings, and bridges. Accordingly, the Parties may agree to only partial construction of the trail by the Foundation. Upon completion of construction or partial construction by the Foundation, the easement will be transferred to the District pursuant to Section 3, and the Parties will cooperatively plan for an “opening” event for the trail.

3. TRANSFER OF EASEMENTS. Transfers of easements from the Foundation to the District under this Agreement will be transferred by means of an Easement Transfer Agreement substantially in the form of Exhibit A attached hereto. In some cases the easement to be transferred will have been amended to finalize exhibits and legal descriptions. The consideration for the transfer will be the amounts described in Sections 1.2 or 2.1, as applicable.

4. NOTICES. Any notice or notification required by this Agreement shall either (i) be contained in an email or other electronic message system that includes only the notice or notification and prominently identifies the notice or notification in a subject line and be sent to an email address set forth below, or (ii) be in a writing and delivered personally or be sent by U.S. mail or courier service, postage or delivery charges prepaid, to the mailing address set forth below:

To the Foundation:

Bainbridge Island Parks & Trails Foundation
Attn: Executive Director
221 Winslow Way West, Suite 104
P.O. Box 11127
Bainbridge Island, Washington 98110
Email addresses: mary@biparksfoundation.org; barb@biparksfoundation.org

To the District:

Bainbridge Island Metropolitan Park and
Recreation District
Attn: Executive Director
11700 Meadowmeer Circle NE
Bainbridge Island, Washington 98110
Email addresses: terry@biparks.org; dan@biparks.org

unless a notice of change of address is delivered to the other Party at the last known address.

5. COLLABORATIVE PROCESS; COMMUNICATIONS. This Agreement is intended to establish a collaborative process in which the Parties will work together in good faith in a

cooperative and timely manner. The parties may create forms and procedures appropriate to facilitate operating under this Agreement, and except for notices and notifications called for herein, expect to communicate in person (including zoom meetings) or through electronic messaging. The terms “agree,” “agreement,” and “agreed” used in this Agreement refer only to understandings reached by the Parties that are memorialized in writing or emails.

6. AMENDMENT. This Agreement may be amended only in writing and signed by the Foundation and the District or their respective successors or assigns.

7. COMPLETE AGREEMENT; SEVERABILITY. This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous agreements, written or oral, between the parties regarding the subject matter hereof. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

8. INTERPRETATION. This Agreement shall not be interpreted or construed against any of the parties on the basis that it was drafted by legal counsel for any of the parties. The headings used in this Agreement have been inserted for convenience only and shall not affect the construction of this Agreement.

9. GOVERNING LAW AND VENUE. This Agreement shall be interpreted and enforced pursuant to the laws of the State of Washington, without regard to conflict of law principles thereof. Venue for any lawsuit arising out of this Agreement shall lie exclusively in Kitsap County, Washington.

10. VOLUNTARY EXECUTION. The parties acknowledge that they have had ample opportunity to consult with counsel of their choosing regarding this Agreement, that they have voluntarily and knowingly executed this Agreement after independent investigation, and that they have executed this Agreement in the absence of fraud, duress, or undue influence.

11. COUNTERPARTS. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement and all of which shall constitute one agreement. Signatures transmitted electronically shall be deemed the equivalent of original signatures for all purposes.

12. ATTORNEY FEES. In any controversy, claim or dispute between the parties relating to this Agreement, including without limitation arbitration, the prevailing party shall be entitled to recover from the non-prevailing party all its expenses, including without limitation reasonable attorney fees.

13. MEDIATION AND ARBITRATION OF DISPUTES. Any action between the parties arising out of or relating in any way to any of the provisions of this Agreement, shall first be mediated with the parties dividing the mediator’s fee equally. If mediation is unsuccessful, then

any disputes remaining will be arbitrated in Kitsap County, Washington, according to the procedural rules of the American Arbitration Association (“AAA”) then in effect, but not under the auspices of the AAA. The decision of the arbitrator shall be binding upon the parties. The arbitration proceedings shall be final and there shall be no right of appeal therefrom. The party receiving an award rendered in any such arbitration proceeding shall be entitled to have judgment entered thereon. The arbitrator shall determine the “prevailing party” and such party shall be entitled to its reasonable attorney fees and mediation and arbitration costs, which shall be part of the award. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the selection of the arbitrator or mediator, or the arbitrator’s determination of the merits of the controversy.

14. EXHIBITS; RECITALS. Exhibit A attached hereto and the Recitals are incorporated herein.

EXECUTED on the ___ day of _____, 2023:

BAINBRIDGE ISLAND METROPOLITAN
PARK & RECREATION DISTRICT

BAINBRIDGE ISLAND PARKS & TRAILS
FOUNDATION

Terry Lande, Executive Director

Mary Meier, Executive Director

Exhibits

Exhibit A – Transfer Agreement

EXHIBIT A
Form of Transfer Agreement

AFTER RECORDING RETURN TO:

Law Office of Hayes Gori, PLLC
271 Wyatt Way NE, Suite 112
Bainbridge Island, Washington 98110

EASEMENT TRANSFER AGREEMENT

Document Title:	Easement Transfer Agreement
Grantor:	Bainbridge Island Parks & Trails Foundation, a 501(c)(3) nonprofit corporation of the State of Washington
Grantee:	Bainbridge Island Metropolitan Park and Recreation District, a Washington State municipal corporation
Abbreviated Legal Description (lot, block and plat name, or section-township-range):	
Assessor's Parcel Account Number:	
Reference Number(s):	

EASEMENT TRANSFER AGREEMENT

This **EASEMENT TRANSFER AGREEMENT** (“Agreement”) is entered into by and between the Bainbridge Island Parks & Trails Foundation, a 501(c)(3) nonprofit corporation of the State of Washington (“Foundation”), and the Bainbridge Island Metropolitan Park and Recreation District, a Washington State municipal corporation (“District”). In entering into this Agreement, the Foundation and the District (“the Parties”) recognize and agree to the following recitals:

RECITALS

A. The Foundation is the Grantee under that certain Trail Easement Agreement dated _____, 20__ and recorded under Kitsap County Auditor’s file number _____ [as amended by that certain Trail Easement Amendment dated _____, 20__ and recorded under Kitsap County Auditor’s File No. _____] (the “Easement Agreement”), a copy of which agreement [and amendment] is[are] attached hereto as Exhibit A.

B. The Easement Agreement contains certain rights and obligations of the Foundation and conveys to the Foundation an easement for a trail (the “Easement”) over and across the real property in Kitsap County legally described in Exhibit B (the “Property”).

[C. The Foundation has obtained permits for construction of [and has constructed _____] on the Property (the “Improvements”).]

C. The Easement Agreement may be transferred to the District.

D. Upon transfer of the Easement Agreement to the District, the right of the public to use the trail will commence.

E. The Foundation desires to transfer the Easement Agreement to the District, and the District desires to accept such transfer.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Assignment and Assumption of Trail Agreement**: In consideration of payment to the Foundation of the sum of _____ Dollars (\$_____), the receipt of which is hereby acknowledged, and the covenants contained herein, the Foundation hereby conveys to the District all of the Foundation’s right, title, and interest in and to the Easement [and the Improvements], and assigns to the District all of the Foundation’s other rights and obligations under the Easement Agreement. The District hereby accepts the Easement [and Improvements] and assumes and agrees to pay or perform all of the Foundation’s obligations under the Easement Agreement. [The Foundation makes no representation or warranty

concerning the condition or proper installation of the Improvements.] The District shall record this Agreement with the Kitsap County Auditor. The Parties shall sign and the District shall file a Real Estate Excise Tax Affidavit with the Kitsap County Treasurer. The Foundation shall pay all recording fees and all real estate excise tax.

2. **Indemnity.** The District shall hold harmless, indemnify, and defend the Foundation and its officers, employees, agents, volunteers, and contractors, and their heirs, personal representatives, successors, and assigns (each, an “Indemnified Party”) from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any real or personal property, resulting from the District’s ownership, operation, or maintenance of the Easement or any interest therein, [or the Improvements,] regardless of cause, unless due solely to the gross negligence or intentional misconduct of the Indemnified Party; or (2) the District’s or the District’s officers’, employees’, agents’, or contractors’ violation of any covenant, easement, or restriction touching or concerning the Easement Agreement or the Easement.

3. **Miscellaneous.**

3.1 **Attorney Fees.** In the event of any dispute, including mediation, arbitration, or litigation concerning this Agreement or if this Agreement is otherwise placed with an attorney for action, then the prevailing party shall be awarded all reasonable litigation costs and expenses, and reasonable attorney fees. In the event of trial or arbitration, the amount of the attorney fees shall be fixed by the court or arbitrator.

3.2 **Binding Effect.** The conditions, covenants, and terms of this Agreement apply to, inure to the benefit of, and are binding on not only the Parties, but on their successors and assigns.

3.3 **Notices.** All notices, demands, consents, approvals, and other communications which are required or desired to be given by the Parties shall be in writing and shall be hand delivered or sent by United States regular mail, postage prepaid, return receipt requested, addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered or three (3) days after mailing to the following addresses:

To the Foundation:

Bainbridge Island Parks Foundation
Attn: Executive Director
221 Winslow Way West, Suite 104
Bainbridge Island, Washington 98110

To the District:

Bainbridge Island Metropolitan Park and
Recreation District
Attn: Executive Director
7666 NE High School Road
Bainbridge Island, Washington 98110

3.4 Assignment. The District shall not assign this Agreement, the Easement Agreement, or the Easement except to a municipal or governmental entity authorized to hold rights of way or easements for the benefit of the public.

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

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

3.7 Recitals; Attachments. The recitals set forth above and the exhibits to this Agreement are incorporated herein as if fully set forth.

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

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

FOUNDATION:

Bainbridge Island Parks & Trails Foundation

By _____
Mary Meier
Executive Director

Date: _____

DISTRICT:

Bainbridge Island Metropolitan Park and
Recreation District

By: _____
Terry Lande
Executive Director

Date: _____ r

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Mary Meier is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the Executive Director of the Bainbridge Island Parks & Trails Foundation to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Date: _____

(Print Name): _____

Notary Public in and for the State of Washington
Commission Expires: _____

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Terry Lande is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Executive Director of Bainbridge Island Metropolitan Park and Recreation District to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Date: _____

(Print Name): _____

Notary Public in and for the State of Washington
Commission Expires: _____

EXHIBIT A

Trail Easement Agreement dated _____ and recorded under AFN _____ [as amended by Trail Easement Amendment dated _____ and recorded under AFN _____]

[See __ pages attached]